**RECOGNITION AGREEMENT AND ATTORNMENT**

**NYS HOME PROGRAM**

**Manufactured Housing Replacement (Parks)**

This Recognition Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Tenant”), who resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Landlord”), with offices at \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (‘Non-Profit”), a non-profit in the State of New York with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*WHEREAS*, Tenant and Landlord, entered into a lease agreement (the “**Lease**”) dated                                             by which Tenant leased from Landlord certain premises commonly known as                                            (the “**Leased Premises**”), for value received and for consideration, the parties agree as follows:

AGREEMENT

1. Lease.

The Landlord agrees it will not terminate, modify, surrender, encumber, or assign the Lease without written notice to Non-Profit and the express written consent of HTFC. The Landlord agrees it will provide an opportunity to cure, if needed, as provided in section II. This provision does not apply to modifications of the Lease by the Landlord which apply equally to all tenants of Landlord and which do not affect the security interest of HTFC.

1. Default.

The Landlord agrees that it will notify Non-Profit of Tenant’s default under the Lease in writing within thirty (30) days of the default and afford Non-Profit the opportunity to cure any default within thirty (30) days of receipt of such notice for the purpose of preserving HTFC’s security interest in the manufactured home under the security agreement made by the Tenant.

1. Removal Proceedings.

The Landlord agrees to cooperate with any removal action or any proceeding initiated by Non-Profit or HTFC in the removal of the Tenant due to default under Tenant’s grant agreement or security agreement with HTFC.

1. Notice of Intent to Sell.

Landlord will give HTFC and Non-Profit 30 days advance written notice of any intent to sell the Leased Premises or the same notice which Tenant is entitled to under other laws, whichever is longer.

1. New Tenant Approval.

Landlord shall have the right to approve any New Tenant under the sublease, which shall not be unreasonably withheld.

1. Attornment.

To preserve HTFC’s security interest in the manufactured home, if the interest of the Tenant under the Lease is acquired by Non-Profit or any purchaser (“**Purchaser**”) by sale or other proceedings brought to enforce the rights of HTFC or Non-Profit, and HTFC or Non-Profit succeeds to the interest of Tenant under the Lease, Landlord shall attorn and agree to HTFC or Non-Profit or Purchaser as its lessee, said attornment will be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon HTFC or Non-Profit or Purchaser succeeding to the interest of the Tenant under the Lease, and the Lease shall continue in accordance with its terms between Landlord as lessor and HTFC or Non-Profit or Purchaser as lessee; provided, however,:

* 1. HTFC or Non-Profit or Purchaser liability under the Lease shall be limited to the ownership interest of HTFC or Non-Profit or Purchaser in the Leased Premises;
  2. HTFC or Non-Profit or Purchaser shall not be liable for any act or omission of any prior lessee (including Lessee);
  3. HTFC or Non-Profit or Purchaser shall not be subject to any offsets or defenses which Lessor might have against any prior lessee (including Lessee);

1. Benefit, Alteration, Modification, Amendment.

This Agreement shall inure to the benefit of and shall be binding upon Landlord and Non-Profit, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto.

1. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

1. Notice.

Notices shall be sent by United States Post Office registered, certified, or overnight mail, or by Federal Express, or United Parcel Service, to the following addresses: **[Enter LPA information]** and New York State Housing Trust Fund Corporation, (“HTFC”), Attn: HOME Program having its principal place of business at 38-40 State Street, Albany, NY 12207.

1. Applicable Law and Duration.

This Agreement is governed by the laws of the State of New York and remains in effect for the same term or Period of Affordability as the Security Agreement, Grant Agreement, and UCC1 lien placed upon the collateral manufactured home unit. At the end of this term this agreement is of no further force or effect.

*The foregoing is accepted and agreed to by:*

Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LPA Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF NEW YORK )

SS.:

COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

On the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_, before me the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

STATE OF NEW YORK )

SS.:

COUNTY OF \_\_\_\_\_\_\_\_\_\_ )

On the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_, before me the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

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NOTARY PUBLIC

STATE OF NEW YORK )

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NOTARY PUBLIC