

**SUBORDINATION OF LANDLORD'S LIEN**

Reference is hereby made to the following:

That certain lease between \_\_\_\_\_ Landlord, \_\_\_\_\_, Tenant, covering \_\_\_\_\_ square feet of space at \_\_\_\_\_, Austin, Texas.

The fact that \_\_\_\_\_, Secured Party, is about to enter or has entered into a Security Agreement with Tenant under the terms of which Secured Party is granted a security interest in Tenant's inventory and equipment including all tangible property now owned or hereafter acquired.

The fact that Secured Party would not be willing to enter into such Security Agreement but for the consent and subordination of Landlord, all as herein provided.

**NOW, THEREFORE**, in consideration of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby agree as follows:

Landlord hereby subordinates any lien or right that Landlord may have against the personal property and/or trade fixtures and/or equipment and/or goods now or hereafter situated in the demised premises belonging to Tenant and listed in Schedule "A" attached hereto (hereafter called personalty), in order to induce Secured Party to enter into the aforesaid Security Agreement with Tenant. This subordination of lien shall apply to and cover only personalty that does not become affixed to the demised premises in a permanent manner, and this subordination does not cover fixtures which have become a part of the realty, whether or not same are placed in the demised premises by Landlord or Tenant, although it does cover normal and customary trade fixtures of Tenant which may be removed from the demised premises without causing damage to the demised premises. Landlord acknowledges that Secured Party may be entitled from time to time to enter upon the premises and remove such personalty from the demised premises at any reasonable time provided Tenant defaults on repayment of the indebtedness secured by the Security Agreement.

Secured Party agrees to repair at its expense any damages caused to the demised premises by reason of removal by Secured Party of the personalty covered by the Security Agreement.

This subordination and waiver of Landlord's lien applies only and is limited to the specific Security Agreement described hereinabove and will be of no further force and effect insofar as any other loans, indebtednesses, or security interest not expressly described herein are concerned.

The covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
**Landlord**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Tenant**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Lender**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**SCHEDULE "A"**

**SCHEDULE "A"**

**PERSONALTY**

List of trade fixtures and/or equipment.