



## Consent of Landlord

### RECITALS

1. This agreement dated, \_\_\_\_\_ made between \_\_\_\_\_ ("Landlord"), \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Credit Union").
2. Landlord has agreed to lease to Tenant the premises located at \_\_\_\_\_ ("Premises").
3. Credit Union has advised Landlord that it has loaned money, extended credit and/or has entered into an agreement to make future loans ("Loans") to \_\_\_\_\_ ("Borrower") secured by personal property that may be located upon the Premises.

### AGREEMENT AND CONSENT

Landlord agrees that the Credit Union's security interest in all personal property belonging to Tenant and located upon the Premise has priority over and is superior to any lien the Landlord may have against such personal property including any rights of distraint or levy. None of the personal property shall be deemed or considered fixtures or property owned by Landlord.

Landlord agrees that the Credit Union may, without permission of the Landlord, remove from the Premises all personal property that is security for Loans the Credit Union has made to the Borrower, even if the Tenant is in default under the lease or any other obligation to the Landlord. Credit Union will be responsible for repair or reimbursement to the Landlord for any damage caused to Premises resulting from the removal of such personal property.

Landlord agrees to provide reasonable assistance to the Credit Union in obtaining entry to the Premises including, but not limited to, unlocking doors and removing other barriers which are subject to the control of the Landlord.

Tenant agrees that Landlord may assist any agent, employee or representative of the Credit Union with obtaining entry to the Premises in order to recover from the Premises all personal property that Credit Union is legally entitled to recover from the Borrower. Tenant agrees that Landlord has no duty to determine the legality of any actions taken by any agent, employee or representative of Credit Union and agrees to hold Landlord harmless from and waives all rights and claims and actions arising against Landlord resulting from assistance Landlord provides to any agent, employee or representative of the Credit Union in gaining access to Premises.

This agreement shall continue and remain in effect as long as Tenant has any outstanding unpaid loan amount to the credit union or there is an agreement between the Credit Union and Tenant to make future loans to the Tenant even if any outstanding loan balance is fully repaid. This agreement may only be modified or amended in writing.

Successors and assigns of Landlord, Tenant and Credit Union are all subject to the respective duties and obligations imposed by this Agreement.

Landlord will use its best efforts to notify Credit Union of the termination of the Lease or Tenant's right to possession of the Premises and will provide Credit Union with a reasonable opportunity to remove the personal property Credit Union is entitled to remove provided, however, Landlord shall not be liable to Credit Union for any reason Landlord fails to give such notice. Landlord shall advise any purchaser of the Property or mortgagee or other holder of a lien on the Property of the existence of this agreement.

### SIGNATURES

The undersigned have read and agree to all of the terms of this agreement.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Credit Union

\_\_\_\_\_  
Signature