



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

**SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT**

Lease #- SN

THIS AGREEMENT is entered into by and between _____
(hereinafter referred to as "Lender"), _____ (hereinafter referred to as
"Landlord"), and the Commonwealth of Pennsylvania, Department of General Services, as agent
for the _____ (hereinafter referred to as "Tenant") for the premises located at
_____, _____ County, Pennsylvania (hereinafter referred to as
"Demised Premises").

WHEREAS Landlord and Tenant have entered into a lease dated _____, Number
_____ for the premises located at _____, _____, _____ County,
Pennsylvania, and

WHEREAS, the Lender has agreed to make a loan to Landlord to be secured by a
mortgage covering the Demised Premises; and

WHEREAS, Lender, in furtherance of said mortgage, desires Tenant to enter into this
agreement; and

NOW THEREFORE, in consideration of the mutual covenants provided herein, Lender,
Landlord, and Tenant hereby agree to the following terms:

1. Tenant agrees to subordinate its lease to the mortgage and lien of Lender upon the
Demised Premises. Nevertheless, and notwithstanding this subordination, Lender
and Landlord agree that Tenant's peaceable possession and quiet enjoyment of the
Demised Premises shall not be disturbed during the term of the lease, and any
extensions thereof, so long as Tenant does not default upon the lease. Further,
Lender agrees that it will not join Tenant as a party defendant for the purpose of
terminating Tenant's lease, because of any Landlord default of the mortgage, so
long as Tenant is not in default of its obligations under the lease.
2. Tenant agrees to attorn to Lender in the event the Landlord defaults upon the
mortgage and Lender succeeds Landlord by foreclosure or otherwise. Tenant
agrees that it will be bound to Lender under the terms of the lease, as if Lender
were the Landlord, for the period of Lender's ownership of the Demised Premises,

and to all successors in interest to Lender. Tenant further agrees that if so requested by Lender it will execute a written representation, in mutually agreeable form, confirming the continuing vitality of this agreement.

3. Lender agrees to notify Tenant of any pending and executed foreclosure on the Demised Premises due to Landlord's default upon the mortgage.
4. Tenant agrees to notify Lender of any material default or breach of the lease by Landlord which, if uncorrected, would be cause for Tenant to terminate the lease.
5. Tenant agrees that it will not pre-pay rent to Landlord more than one month in advance during the term of this agreement.
6. Tenant agrees that Lender will not be obligated to Tenant to make repayment of monies paid to Landlord by Tenant preceding the Landlord's foreclosure unless Landlord pays such funds over to Lender.
7. Tenant acknowledges that Lender may require Landlord to assign the Landlord's interest in the lease, including rents and any other payable sums, to Lender as security for the mortgage. If so notified by Lender, Tenant agrees to pay rents and any other sums due under the lease to Lender, until otherwise directed by Lender. Tenant shall have no responsibility to ascertain the permissibility of such a demand under the terms of the mortgage or otherwise. Landlord hereby waives any right, claim or demand it may now or hereafter have against Tenant by reason of Tenant's compliance with Lender's demand for direct payment of rents and any other sums due under the terms of the lease. Landlord acknowledges and agrees that such payments by Tenant to Lender shall discharge the obligations of Tenant to Landlord to pay rents and other payable sums. Lender agrees to indemnify and save Tenant harmless from any, claims, demands, suits, actions or judgments brought by Landlord against Tenant in connection with Tenant's compliance with this provision.
8. The terms of the lease notwithstanding, Tenant agrees that if Lender shall acquire the title to the Demised Premises, or otherwise become liable for any Landlord obligation, that Lender shall have no liability or obligation to Tenant beyond Lender's interest in the Demised Premises. Tenant agrees that it will look exclusively to such interest in the Demised Premises for the payment and discharge of any obligations imposed upon Lender hereunder or under the lease and for the payment of any money judgment which Tenant may secure against Lender.
9. Tenant agrees that Lender shall not be obligated to Tenant to share with Tenant any insurance proceeds received by Lender on account of any casualty loss; neither shall Lender be obligated to Tenant to apply the proceeds to repair or reconstruct the Demised Premises.

10. Tenant declares and asserts that the lease between itself and Landlord is legally effective as of the date of this agreement; that Tenant has accepted possession of the premises; that any improvements required by the terms of the lease have been made by Landlord; that Tenant has not pre-paid rent to Landlord more than one month in advance; and that Landlord, to the best of Tenant's information and belief, is not in default of the lease as of the date of this agreement.
11. This agreement shall be binding upon the successors and assignees of Lender and Tenant.
12. This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
13. All notices concerning this agreement shall be transmitted by Certified U.S. Mail, Return Receipt, to the following addresses:

Lender:

Landlord:

Tenant: **via email: RA-BRELeasing@pa.gov**
 Department of General Services
 Bureau of Real Estate
 505 North Office Building
 Harrisburg, Pennsylvania 17125
14. The undersigned Landlord hereby consents to the foregoing Subordination, Non-Disturbance and Attornment agreement and to each and every term and provision of the Agreement.

IN WITNESS WHEREOF, the parties have signed this agreement as of the date hereof with the understanding, however, that it shall not be effective and binding until and unless all legally required signatures are affixed.

LENDER:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: Secretary/Treasurer

TITLE: President/Vice President

DATE: _____

DATE: _____

On this _____ day of _____ the above-signed personally appeared and acknowledged themselves to be officers of _____ and executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF:

COUNTY OF:

LANDLORD

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

On this _____ day of _____ the above-signed personally appeared and acknowledged themselves to be officers of _____ and executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF:

COUNTY OF:

TENANT

COMMONWEALTH OF PENNSYLVANIA
By the
DEPARTMENT OF GENERAL SERVICES

BY: _____
NAME: _____
TITLE: _____
DATE: _____

On this _____ day of _____ the above-signed
personally appeared and acknowledged themselves to be officers of the Department of General
Services and executed the foregoing instrument for the purposes therein contained by signing the
name of said Department by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF:

COUNTY OF:

APPROVED FOR FORM AND LEGALITY

Office Of Chief Counsel (DGS)

Office Of General Counsel

Pre-Approved via Form #8-FA-28.0

Office Of Attorney General