

Agency Name: _____
Lessor Name: _____
Lease #: _____

NON-DISTURBANCE AND ATTORNMENT AGREEMENT
MORTGAGEE'S FEDERAL I.D.# _____

Made the _____ day of _____, 20_____

BY AND BETWEEN

_____, having it's principal place of business located at _____
_____, (hereinafter referred to as "Mortgagee"),

AND

Commonwealth of Pennsylvania, acting through the DEPARTMENT OF GENERAL SERVICES,
P.O. Box 2851, Room 505, North Office Building, Harrisburg, Pennsylvania 17125, (hereinafter referred
to as "Tenant").

WITNESSETH:

WHEREAS, _____ (hereinafter referred to as "Lessor"),
is the owner of the fee estate in that certain property (the "Leased Premises") situate _____
_____ by virtue of a Deed dated _____
between Lessor and _____
and recorded in the Recorder's Office of _____

Whereas, Lessor and Tenant have entered into a Lease dated _____
covering a portion of the Leased Premises;

Whereas, the Leased Premises are encumbered by a Mortgage (the "Mortgage") dated _____
and recorded at _____, Pennsylvania, in _____
Book, Volume Number _____, at Page _____ given by Lessor to Mortgagee to secure an
indebtedness in the principal amount of _____.

NOW, THEREFORE, in consideration of the mutual covenant contained herein and intending to be
legally bound hereby, the parties hereto agree as follows:

1. So long as Tenant does not wrongfully withhold the payment of rent or fail in the performance of any
of the terms, covenants or conditions of the Lease requiring performance on the part of Tenant, (a) the
Mortgagee will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating any
ownership, possession, interest of estate of Lessor because of any default under the Mortgage, and (b) the Lease
and the rights of Tenant thereunder shall not be divested by a sale on the Mortgage or on the obligation secured
by the Mortgage or the exercise of any other right or remedy available to the Mortgagee against the Lessor.

2. If the Leased Premises or any portion thereof affecting the Tenant shall be transferred to and owned by
Mortgagee, or any assignee or purchaser at judicial sale or any transferee under an action in lieu thereof, by rea-
son of foreclosure or other remedial proceedings brought by Mortgagee or any assignee or Mortgagee or trans-
feree or purchaser or by any other similar manner or if the interest of Lessor is terminated or assigned by any
action of the Mortgagee, Tenant's rights shall not be terminated thereby, rather Tenant shall be bound to Mortgagee
or any such assignee, purchaser or transferee under all of the terms, covenants and conditions of the Lease for the
balance of the term thereof remaining, with the same force and effect as if Mortgagee or any such assignee or pur-
chaser or transferee were the lessor under the Lease with the Lease remaining in full force and effect.

3. In the event of any such occurrence referred to in Paragraph 2 hereof, Tenant agrees to attorn to
Mortgagee or any such assignee, transferee or purchaser; said attornment to be effective and self-operative upon
notice from Mortgagee or any such assignee, transferee or purchaser without the execution of any further instru-
ments on the part of any of the parties hereto.

4. This Agreement shall remain in effect throughout the life of the Lease described above, including all
option periods.

5. This Agreement shall be binding upon and shall inure to the benefit of Mortgagee and Tenant, and their
respective transferees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

Attest:

Mortgagee:

(SEAL)

(Signature)

By:

(Print Name and Title)

On this _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a _____ President of _____, a national banking association, and that he as such _____ President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such _____ President.

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

Notary Public

My Commission Expires: _____)

STATE OF _____) SS: _____

COUNTY OF _____)

TENANT:

COMMONWEALTH OF PENNSYLVANIA
Acting Through
DEPARTMENT OF GENERAL SERVICES

ATTEST:

BY:

(Corporate Seal)

APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

OFFICE OF ATTORNEY GENERAL

BY: _____

BY: _____

DATE: _____

DATE: _____

On this _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____, who acknowledged himself to be _____ of COMMONWEALTH OF PENNSYLVANIA, acting through the DEPARTMENT OF GENERAL SERVICES, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such _____.

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

Notary Public

My Commission Expires: _____)

STATE OF _____) SS: _____

COUNTY OF _____)