THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

COMMONWEALTH OF MASSACHUSETTS

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this **Agreement**) is made on _____, by and among _____ (**Mortgagee**), _____ (**Landlord**), and the Commonwealth of Massachusetts (**Tenant**) acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance on behalf of the User Agency, _____.

Landlord owns certain real property located at _____ in the municipality of _____ in _____ County, Massachusetts, and more particularly described in Exhibit A (the **Property**).

Landlord and Tenant made and entered into a lease dated _____ (said lease, together with any and all amendments thereto and extensions thereof, the **Lease**), with respect to certain premises (the **Premises**) located on the Property.

Mortgagee made a loan to Landlord that is secured by a mortgage (the **Mortgage**) upon the Premises, and an assignment of leases and rents (the **Assignment**) (the Mortgage and the Assignment collectively the **Security Documents**) that are recorded in the _____ Registry of Deeds.

Mortgagee, Landlord, and Tenant desire to confirm their understanding with respect to the Lease and the Security Documents.

In consideration of the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are acknowledged, the parties to this Agreement covenant and agree as follows:

1. Subordination

Subject to the provisions of this Agreement, Tenant agrees that the Lease, as modified from time to time, is subject and subordinate at all times and in all respects to the lien of the Security Documents, to all of the provisions of the Security Documents, to all renewals, modifications, replacements, consolidations, and extensions of the Security Documents, and to all subsequent advances and payments made under the Security Documents. Mortgagee acknowledges that any subsequent increases, renewals, modifications, replacements, consolidations, and extensions of the Security Documents may not abrogate the provisions of this Agreement without the written consent of Tenant and that the same must specifically reference that they are subject to the provisions of this Agreement.

2. Attornment

(a) If Mortgagee takes possession of the Premises or acquires or succeeds to the interest of Landlord under the Lease by reason of a foreclosure of the Mortgage, deed-in-lieu of foreclosure, or otherwise (collectively, a **Foreclosure**), Tenant is bound to Mortgagee and to any person purchasing at foreclosure or otherwise acquiring the interest of Landlord under the Lease as a result of a Foreclosure

(**Purchaser**), under all of the provisions of the Lease, except as provided in this Agreement, for the balance of the Term with the same force and effect as if Mortgagee or Purchaser is Landlord. In such event, Tenant agrees to attorn to Mortgagee or to such Purchaser as landlord under the Lease and, upon receiving notice from Mortgagee as provided in item 6 of this Agreement, to make payments of all sums becoming due under the Lease directly to Mortgagee or to Purchaser. Said attornment and agreement are effective and self-operative without the execution of any further instruments (except for standard payment-authorization documents, including by way of example and not limitation, disclosures of beneficial interests and certificates of tax–and-employment-security compliance, that are required to be completed by parties receiving payments from state agencies) upon Mortgagee taking possession of the Premises or otherwise succeeding to the interests of Landlord under the Lease. Nevertheless, Tenant, Mortgagee, and Purchaser from time to time must execute and deliver such instruments evidencing such attornment and the provisions of item 2.(b) as Mortgagee, Purchaser, and Tenant may reasonably require.

(b) From and after such attornment, Mortgagee or any Purchaser automatically is bound to Tenant under all the provisions of the Lease with the same force and effect as if originally entered between said parties without the execution of any further instruments; provided, however, Mortgagee or Purchaser are not:

(i) liable for any act, omission, neglect, breach of obligation under the Lease, or Event of Default (as defined in the Lease) of any prior landlord (including Landlord) occurring before the date on which Mortgagee or Purchaser succeeds to the interest of Landlord in the Premises or obtains possession of the Premises, except as provided in item 2.(c) of this Agreement; provided, however, that following the date of attornment, the foregoing does not limit Mortgagee's or Purchaser's obligation as Landlord under the Lease to cure any continuing defaults of Landlord pursuant to the provisions set forth in the Lease, notwithstanding that such defaults existed as of the date of attornment;

(ii) subject to any offsets and defenses that Tenant may have against any prior landlord (including Landlord) except as provided in item 2.(c); provided that the foregoing does not limit Tenant's right to assert against Mortgagee or Purchaser any offset, defense, or both, otherwise available to Tenant because of events occurring or continuing after the date of attornment;

(iii) bound by any payment of any rent that Tenant may have made to any prior landlord (including Landlord) more than 30 days before the date such rent was first due and payable under the Lease and that has not actually been delivered to Mortgagee or Purchaser; provided that Mortgagee and Purchaser are bound by any such prepayment of rent or other charge made more than 30 days in advance if such prepayment is the result of the Comptroller of the Commonwealth of Massachusetts changing the rent-payment schedule for state agencies from payment in arrears (as provided in certain state-agency Leases) to payment-in-advance for the current month (as provided in other state-agency Leases);

(iv) liable for the return of any security deposit that Tenant may have paid to any prior landlord (including Landlord) unless such security deposit is actually delivered to Mortgagee or Purchaser;

(v) bound by any modification or amendment of the Lease made after the date of this Agreement that reduces the rent, changes the Term, or otherwise

materially changes the rights and obligations of Landlord, Mortgagee, or both under the Lease, or relieves Tenant of any material obligation under the Lease unless Landlord obtains Mortgagee's prior written consent to such modification or amendment, or confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord; or

(vi) bound by any consensual or negotiated surrender of the Premises or termination of the Lease, in whole or in part, agreed upon between any prior landlord (including Landlord) and Tenant unless effected pursuant to the express provisions of the Lease, or with the Mortgagee's consent, or with confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord.

(c) Notwithstanding anything to the contrary contained in item 2.(b) or elsewhere in this Agreement, if Landlord commits an act or omission that, with the giving of notice, the passage of time, or both would constitute an Event of Default by Landlord under the Lease, Mortgagee or any Purchaser is subject to any and all claims, offsets, and defenses of Tenant arising from such act or omission, provided that Mortgagee receives notice of such act or omission and is given an opportunity to cure same (subject to Tenant's right to take emergency self-help action as provided in the Lease) as required by this Agreement.

3. Notice of Default by Landlord

(a) Tenant must forward to Mortgagee a copy of any notice given by Tenant to Landlord (i) in which Tenant claims or alleges that Landlord failed to perform any of Landlord's obligations under the Lease, (ii) in which Tenant claims or alleges that an Event of Default by Landlord exists under the Lease, (iii) demanding reimbursement for expenditures made or obligations incurred by Tenant pursuant to the Lease, or (iv) terminating the Lease. Tenant must forward such copies to Mortgagee concurrently with the giving of any such notice to Landlord under the Lease.

(b) If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease, to abate rent payable under the Lease, or to claim a partial or total eviction, Tenant must not exercise such right until (i) Tenant has given written notice of such act or omission to Mortgagee and (ii) 30 days after Landlord's cure period, if any, under the Lease expires, during which period Mortgagee has the right, but not the obligation, to remedy such act or omission, and Tenant must give Mortgagee access to the Premises to effect the same. Item 3.(b)(ii) does not apply to an abatement of rent pursuant to the Lease. Tenant may exercise Tenant's self-help remedy under the Lease after notice to Mortgagee but before the expiration of the waiting period provided by item 3.(b)(ii) if the curing of the default of Landlord before the expiration of the Mortgagee's cure period is reasonably necessary to prevent injury to persons, property, or both.

4. Non-Disturbance

If the Security Documents are executed, acknowledged, delivered, and recorded before the Lease and before any notice or memorandum of Lease, or if any provision in any of the Security Documents is to the contrary, or both, Mortgagee nevertheless agrees for Mortgagee and for Mortgagee's successors-in-interest (including, by way of example and not limitation, any Purchaser) that if Mortgagee takes possession of the Premises, or if

there is a Foreclosure, or both, the Lease must not be terminated by Mortgagee except in accordance with the provisions of the Lease, and that unless and until the Lease is actually and finally terminated in accordance with the provisions of the Lease, (a) Tenant's possession, occupancy, use, and enjoyment of the Premises and Tenant's rights and privileges under the Lease during the Term, including by way of example and not limitation any extended or renewal Term, must not be disturbed or interfered with, (b) Mortgagee must recognize the Lease and Tenant's rights under the Lease, and (c) Tenant and Tenant's successors and assigns must not be made a party in any action or proceeding to foreclose the Mortgage or otherwise enforce the rights of Mortgagee or any other party under the Security Documents.

5. Assignment of Leases

(a) Tenant acknowledges that Landlord's right, title, and interest as Landlord under the Lease is assigned to Mortgagee pursuant to the provisions of the Assignment and that pursuant to the provisions of the Assignment, rent under the Lease continues to be paid to Landlord in accordance with the provisions of the Lease unless and until Tenant is otherwise notified in writing by Mortgagee. From and after Tenant's receipt of written notice from Mortgagee (a Rent Payment Notice), Tenant must pay all rent to Mortgagee, or as Mortgagee directs in writing, until such time as Mortgagee directs otherwise in writing. Tenant must comply with any Rent Payment Notice notwithstanding any contrary instruction, direction, or assertion from Landlord. Neither Mortgagee's delivery to Tenant of a Rent Payment Notice nor Tenant's compliance with a Rent Payment Notice is to be deemed to (i) cause Mortgagee to succeed to or to assume any obligations and responsibilities as Landlord under the Lease, all of which continue to be performed and discharged solely by Landlord, unless and until any attornment occurs pursuant to this Agreement; or (ii) relieve Landlord of any obligations under the Lease. Landlord irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instruction, or assertion by Landlord. Tenant is entitled to rely on any Rent Payment Notice.

(b) Tenant is under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice must not be deemed to violate the Lease. Landlord releases Tenant from, and must indemnify and hold Tenant harmless, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including by way of example and not limitation, payment of reasonable attorneys' fees and disbursements) arising from any claim based upon Tenant's compliance with any Rent Payment Notice. Landlord must look solely to Mortgagee with respect to any claims Landlord may have on account of an incorrect or wrongful Rent Payment Notice. Tenant is entitled to full credit under the Lease for any rent or other sums paid to Mortgagee pursuant to a Rent Payment Notice to the same extent as if such rent or other sums are paid directly to Landlord.

6. Notices

(a) Unless otherwise expressly permitted under this Agreement, all notices or other communication required or permitted under this Agreement must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including by way of example and not limitation, courier and overnight

delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.

(b) Unless otherwise expressly stated in this Agreement, notices and copies of notices, as provided in item 6.(d), must be addressed and sent to the parties and to copy recipients at the respective addresses provided in item 6.(d).

(c) Under this item 6, the parties, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.

(d) Addresses for notices and copies of notices:

Mortgagee:

Tenant: Office of Leasing and State Office Planning
Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

with copies to:

Office of the General Counsel
Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

and to the User Agency at

Landlord:

7. Miscellany

(a) Mortgagee's Name. Mortgagee warrants and represents that Mortgagee's name appears in this Agreement exactly as Mortgagee's name appears on the Security Documents.

(b) Legal Capacity of Mortgage. Mortgagee warrants and represents that Mortgagee has full legal capacity to enter into this Agreement.

(c) Organization and Standing of Mortgagee. If Mortgagee is not a natural person or natural persons, but Mortgagee is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, national bank, etc.), Mortgagee warrants and represents that Mortgagee is validly organized and existing, that Mortgagee is in good standing in the state, commonwealth, province, territory, or jurisdiction of Mortgagee's organization, and that Mortgagee is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

(d) Authorization to Execute for and Bind Mortgagee. Mortgagee warrants and represents that the execution of this Agreement is duly authorized and that each person executing this Agreement on behalf of Mortgagee has full authority to do so and to fully bind Mortgagee thereby.

(e) Expiration. All consent rights, approval rights, rights to receive notices, rights to cure defaults, and other similar rights granted Mortgagee in this Agreement automatically expire and terminate upon the release or discharge of the lien of Mortgagee on the Property.

(f) Capitalized Words. Unless otherwise defined in this Agreement or otherwise indicated in this Agreement, all capitalized words used in this Agreement that are defined in the Lease have the same meaning as set forth in the Lease.

(g) Applicable Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(h) Entire Agreement, Modification, and Inuring of Benefits. This Agreement (i) contains the entire agreement with respect to the subject matter of this Agreement, (ii) may not be modified or terminated, including the waiver of any provision, other than by an agreement in writing signed by the parties to this Agreement or by their respective successors and (iii) inures to the benefit of, and is binding upon, the parties to this Agreement and their respective successors (including, by way of example and not limitation, (A) Tenant's permitted assignees, (B) any subsequent holder of the Security Documents, and (C) any purchaser or grantee of the Property pursuant to a Foreclosure).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Mortgagee, Landlord, and Tenant have executed multiple counterparts of this document under seal in accordance with the laws of the Commonwealth of Massachusetts, the Commonwealth of Massachusetts having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

MORTGAGEE:

By: _____
Printed Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

LANDLORD:

By: _____
Printed Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

TENANT
COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By:_____
Adam Baacke, Commissioner

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

USER AGENCY:

By: _____
Printed Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(ss.
COUNTY OF _____)(

On _____, 20_____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

_____

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, _____,
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)

_____ of _____ (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender) (name of Landlord, Licensor, Mortgagee, ***or*** Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at _____
(address of principal place of business of Landlord, Licensor, Mortgagee ***or*** Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under ***(a)*** the lease ***or (b)*** the short-term tenancy agreement ***or (c)*** the license ***or (d)*** the amendment ***or (e)*** the subordination or recognition, non-disturbance, and attornment agreement ***or (f)*** the change-of-ownership documents to which this Certificate is attached (this

Contract) for the premises located at _____
(address of the premises as stated in
_____that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.

2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.

3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on _____, 20_____.

_____
(signature(s) of person(s) whose name(s) and

title(s) appear at the beginning of this Certificate)

EXHIBIT A

Description of the Property