

**DEPARTMENT OF THE ARMY**

**LEASE FOR REAL PROPERTY**

**BETWEEN**

**AND**

**THE UNITED STATES OF AMERICA**

**LEASE NO. DACA905XXXXXXXXXX**

THE LESSOR, (full name), (Address, City, ZIP, Country), (whose Agent is \_\_\_\_\_), does hereby lease to the UNITED STATES OF AMERICA, acting by and through its Real Estate Contracting Officer, pursuant to delegations of authority from the Secretary of the Army, hereinafter called the GOVERNMENT, under the authority of Title 10, United States Code, Section 2828, the described premises on the terms stated herein.

**1. LOCATION OF LEASED PREMISES. -** (Address, City, ZIP, Country)

**2. DESCRIPTION OF LEASED PREMISES.** FULL-TIME EXCLUSIVE USE of a \_\_\_\_\_ bedroom fully serviced, unfurnished single-family residence, \_\_\_\_\_ bath, and containing approximately \_\_\_\_\_ m<sup>2</sup> of net living space on a \_\_\_\_\_ m<sup>2</sup> land, and as more fully described on Attachment "B" (Plans), to be used exclusively as living space for Government purposes. It is understood the lease is not a commercial lease but is similar to a private lease.

**(UTILITIES/SERVICES INCLUDED):**

- |                                    |                       |                       |
|------------------------------------|-----------------------|-----------------------|
| (1) [ ] HVAC EQUIPMENT             | (5) [ ] GAS           | (9) [ ] Parking       |
| (2) [ ] Heating equipment          | (6) [ ] WATER         | (10) [ ] Other: _____ |
| (3) [ ] Air Conditioning equipment | (7) [ ] SEWER         |                       |
| (4) [ ] ELECTRICITY                | (8) [ ] Trash removal |                       |

**3. TERM.** To have and to hold the said premises with all appurtenances thereto for the term beginning \_\_\_\_\_ through \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth. The Government shall have the right to renew this lease, under the same terms and conditions provided herein by providing written notice to the Lessor of the Government's renewal at least 30/60/90 days prior to the expiration of the current term or subsequent renewal thereof. The obligation of the United States to make payments under this lease in any fiscal year is subject to appropriations being provided for that fiscal year. Nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act (31 USC 1341).

#### 4. TERMINATION.

A. The Government may terminate this lease at any time, in whole or in part, by giving at least (30/60/90) days written notice to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. No rents shall accrue for the portion or entirety of the lease premises so terminated after the effective date of said termination. In the event Lessor is furnished said notice that Lessee desires to terminate the entire lease or a portion of the leased premises after rental payment has been made, the balance of such advanced payment of rent to the Lessor, covering the time period after the effective date of said termination, shall be refunded to the Lessee within thirty (30) days after said effective date of termination. Refund payments shall be prorated on a daily basis for the occupancy period consistent with the rental rates stipulated in Article 5. RENTAL CONSIDERATION.

B. In the event the Government exercises its right to renew the lease, such tenancy shall be terminable by either party on 30 days written notice to the other party. Should the Lessor exercise the option to terminate the lease, the current occupant shall be allowed to stay in the premises until his/her tour of duty in the Netherlands ends.

C. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(2) The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(3) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Effective Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

D. The rights and remedies specified in this Termination clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

**5. RENTAL CONSIDERATION.**

A. The Government shall pay the Lessor annual rent of € ( \_\_\_\_\_ Euro) at the rate of € \_\_\_\_\_ ( \_\_\_\_\_ Euro) quarterly, in advance. The initial rental payment under this lease shall become due within (\_\_\_\_) days of the effective date of the lease. Subsequent rent shall be paid and will be due within (\_\_\_\_) days of the first day of each successive quarter; and only as provided for by the lease. Rent for a lesser period shall be prorated. Rent checks shall be made by electronic fund transfer and made payable to the Lessor. The Lessor’s banking information is as follows:

Owner/Holder of the Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

International Bank Account Number (IBAN): \_\_\_\_\_

Bank Identification Code (SWIFT Code): \_\_\_\_\_

If the Lessor changes their banking information, they must notify the Lessee, who will comply at the next payment, or as soon as possible. Any possible charges or transfer commissions regarding this payment shall be drawn on the account of the Lessor.

B. The above rental will be indexed annually on the anniversary date of the lease upon written request from the Lessor. Requests for increase shall be submitted to the Real Estate Contracting Officer no later than 90 days after the anniversary date in order to be valid. Any request for change in rental will not exceed the annual increase allowed by Consumer Index 2015.

C. The Lessor hereby agrees that the rental consideration specified herein is the only consideration to be received for the demised premises and includes maintenance, and services specified herein. No other remuneration will be paid by the Government's occupant, members of his or her family, or any other person on their behalf.

D. The Lessor shall furnish and maintain to the Government as part of the rental consideration the following:

- (1) Major kitchen appliances consisting of a (stove/ refrigerator/microwave oven/garbage disposal/dishwasher/other )
- (2) Installed smoke detectors
- (3) [Provide a listing of all “UTILITIES/SERVICES” selected in the “DESCRIPTION OF LEASED PREMISES”]
- (4) All grounds maintenance including lawn mowing, gardening, weeding and trimming of trees, hedges and bushes
- (5) Full maintenance repair and replacement of the residence and all provided systems and appliances, window and door frames, seals, hinges and locks
- (6) Other: (replace furnace air filter (quarterly, semi-annually), install carbon monoxide detectors in the event of an appliance that uses other than electricity for fuel, etc., replace smoke detectors at least every 10 years)

E. The Lessor acknowledges that swimming pools, hot tubs and sauna's are strictly prohibited on the leased premises. Lessor warrants the leased premises contains no swimming pool, hot tub or sauna, at the time of lease execution. Lessor shall not cause a swimming pool, hot tub or sauna to be constructed on the leased premises during the lease term.

F. The Lessor accepts full and sole responsibility for the payment of all fees, taxes and other charges of a public nature which may arise in connection with this Lease, or which may be assessed against the Premises. This includes registration of this Lease and payment of related charges, if applicable.

G. The Lessor warrants that no part of the rental consideration includes an allowance for any tax or duty which the United States and the Government of the Netherlands have agreed shall not be applicable to expenditures in the Netherlands by the United States or any tax or duty from which the Lessor, its agents, contractors, or subcontractors hereunder are exempt under the laws of the Netherlands. If any such tax or duty has been included through error or otherwise, the rental shall be correspondingly reduced.

**6. AGREEMENTS WITH GOVERNMENT OCCUPANTS PROHIBITED.** Separate agreements, whether oral or written, regarding the leased premises between the Lessor and the Government’s occupant, members of his family, or any other person on their behalf are strictly prohibited and shall constitute a breach of a substantive provision of this lease agreement by Lessor, without the written approval of the Government.

**7. AUTHORITY.** Only the undersigned Real Estate Contracting Officer, or his/her duly authorized representative, has authority to enter into, administer, or terminate this agreement and make related determinations and findings. Without express Real Estate Contracting Officer authority, no agreement or related action associated with this Lease is binding on the Government.

**8. ENTIRE AGREEMENT.** This lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease is void and of no effect. This lease may be modified only by a writing signed by the parties hereto.

**9. ATTACHMENTS.** Attachments A, B, and C, containing various general provisions of this lease, are hereby incorporated into this lease and are made a part hereof to the same extent as if they were contained in the body hereof.

**10. APPLICABLE LAWS AND REGULATIONS.** The Lessor shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**11. LANGUAGE PRECEDENCE:** This Lease is executed in English. A courtesy translation may be furnished to the Lessor. In the event of inconsistency between any terms and conditions of this Lease and its translation, the English language version will have precedence and control.

**IN TESTIMONY WHEREOF,** witness the signature of the Lessor.

\_\_\_\_\_  
NAME  
Lessor

\_\_\_\_\_  
NAME  
Lessor

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**IN TESTIMONY WHEREOF,** witness the signature of the Government.

**UNITED STATES OF AMERICA**

**BY:** \_\_\_\_\_

**Lease Date:** \_\_\_\_\_

**Real Estate Division  
Real Estate Contracting Officer**

## ATTACHMENT A

### **GENERAL PROVISIONS**

#### **1. RULES AND REGULATIONS.**

The Lessor reserves the right to establish reasonable written rules and regulations relating to the use of the common areas in the premises, and to establish other reasonable rules and regulations as the Lessor may consider necessary for the general welfare, health, and comfort of all residents in the premises, and for the protection of buildings and property in the premises. The Government's occupant, to the extent the Lessor's rules and regulations do not otherwise alter the terms and conditions of this lease or otherwise conflict with Federal law, shall obey all of the rules and regulations that are in effect from time to time and see that all other occupants of the demised premises and all their guests and visitors also observe the rules and regulations.

#### **2. NOTICE.**

A. Any notice under the terms of this lease may be given by "Registered Mail" or any other appropriate method, and delivery, or attempted delivery shall be deemed notice under the terms of this lease. Any notice given by the Lessor to the Government shall be addressed to: The Real Estate Contracting Officer, Europe District, U.S. Army Corps of Engineers, Chievres Air Base, Rue du 7e Wing, Building 20120, Room T7-01, 7950 Chievres, Belgium. Any notice given by the Government to the Lessor, or his Agent, shall be addressed to: (fill in Lessor info Name, Address, ZIP, City, Country, Telephone/FAX Numbers)

B. The Lessor, by written notice to the Government, will furnish notification of any change of address, ownership of property, name of new Lessor or line of succession. Such notice shall be provided at least 15 days prior to said change. If the Lessor fails to provide such notice, the Government shall not be liable for any rental paid to the Lessor and/or agent herein specified until such notice is provided and acted upon by the Government.

C. Said notice shall be computed commencing with the day after the date of mailing.

#### **3. INITIAL CONDITION REPORT.**

A joint inspection and condition report shall be made as of the effective date of this lease. This report should reflect the then present condition of the demised premises and will be signed and agreed to by the Lessor (or Lessor's authorized representative) and the Government. A copy of the report shall be provided to the Lessor and shall be made a part of this lease as Attachment C. All identified repairs shall be accomplished within a reasonable period, but in any event not later than thirty (30) days from notification.

#### **4. ALTERATIONS.**

The Lessee shall have the right, after having received written acknowledgement, with or without reservation from the Lessor, to make alterations, attach fixtures, excavate, and erect additions, structures, or signs, in or upon the Premises, which fixtures, additions, or structures, so placed in, upon or attached to the Premises shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. The Lessee shall be responsible for

maintenance of all additions and alterations made by the Lessee unless such alterations or additions are of a permanent character to the structure of the building.

## **5. REPAIR AND MAINTENANCE OF PREMISES.**

A. The Lessor agrees to keep the demised premises (including all appliances and fixtures located therein) in good repair and in tenantable condition, with the exception of minor maintenance as defined by the Dutch Civil Code and related jurisprudence, so that the premises will be fit for the use for which it was intended. The lessor shall have responsibility for major repairs to the leased premises and defects to the utility systems (water, hot water, gas, electricity, central heating) as defined in the Dutch Civil Code and related jurisprudence. In the event the Lessor shall be absent or otherwise unavailable, Lessor shall provide the Lessee the name, address, e-mail address, and telephone number of a designated representative who will assume full responsibility for maintenance and repairs. Scheduling of all maintenance and repairs shall be coordinated with the Lessee's designated occupant representative.

B. The Lessor is responsible for maintaining any existing landscaping (with the exception of mowing), and for any other required maintenance of the exterior demised premises, to include, but not limited to, eaves, walls, patios, decks, sidewalks, drives, gutters, removal of tree leaves or needles, and tree trimming. The Government's occupant shall be responsible for mowing within the demised premises.

C. The Lessee's designated occupant representative shall within a reasonable time notify the Lessor of any conditions in the demised premises that are in need of repair. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times and notification, enter and inspect the same and make any necessary repairs thereto.

D. The Lessee's designated occupant representative shall notify the Lessor of any emergency and request the Lessor to perform the necessary work. All emergency maintenance and repairs performed by the Lessor will be completed within 48 hours from the time of notification. Emergency maintenance and repairs include but are not limited to: (1) leaking water pipes; (2) blocked or leaking drains; (3) electrical failure; and (4) sewerage system malfunction.

E. In the event the Lessor shall fail to perform emergency maintenance and repairs within **48 hours** or to perform non-emergency maintenance and repairs within **10 days** from the date notice is given by the Lessee, the Lessee may immediately perform or have performed such maintenance and repairs and deduct all costs thereof from the rental and other charges due or to become due under the terms of this Lease. Allowances may be made for normal delays resulting from the magnitude of the required repairs or from circumstances beyond the Lessor's control, such as forbidden access to the premises from official, administrative, or judicial authorities.

## **6. RESPONSIBLE PARTY.**

A. The Lessor shall not be responsible or liable for injuries to persons or damage to personal property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Lessor, its representatives, or assigns.

B. The Government shall not be liable for any loss, destruction or damage to the leased premises that is not a direct result of the Government's or its authorized occupant's negligent use of the leased premises, including but not limited to acts of nature such as fire, lightning, earthquakes, floods, or severe weather and acts of terrorism or war. The Government's liability under this clause may not exceed appropriations available for such payment and nothing in this agreement shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, 31 U.S.C. 1341, as amended. The provisions of this clause are without prejudice to any rights the Lessor may have to make a claim under applicable laws for any other damages than provided herein.

## **7. PEST CONTROL.**

It is understood and agreed that the Lessor is responsible for providing pest control measures and pesticides, which conform to local health department regulations, to keep the premises free from pests and in a tenantable condition.

## **8. DECENT, SAFE AND SANITARY HOUSING.**

The Lessor shall provide Decent, Safe and Sanitary housing and living conditions. Rental housing meeting these conditions is housing that:

- a. Meets applicable housing and occupancy requirements.
- b. Is structurally sound, weather-tight, and in generally good repair.
- c. Contains a safe, adequate electrical system.
- d. Has adequate living space for occupants.
- e. Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
- f. Has a separate, complete bathroom with hot and cold running water.
- g. Has heating as required by climatic conditions.
- h. Has an unobstructed exit to safe, open space at ground level.
- i. Meets standards protecting occupants from hazards to include but not limited to lead-based paint, friable asbestos, etc. The Real Estate Contracting officer or designated representatives shall be allowed to verify compliance. Any violation of this requirement depending on the severity of the problem may result in either cancellation without further costs of this contract or temporary lodging and associated transportation expenses to the Lessor for those personnel who for their safety must be temporarily lodged elsewhere.
- j. Complies with all applicable Federal, state and local health and housing codes.

Has utility systems and mechanical equipment in good, serviceable, and operating condition that are compliant with all applicable Dutch safety and fire codes and regulations.



**9. DAMAGE BY FIRE OR OTHER CASUALTY.**

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

**10. ASSIGNMENT.**

It is understood and agreed that the Government will assign the demised premises to military personnel in accordance with Executive Order Number 11063 dated 20 November 1962 which provides that housing and related facilities shall be available without discrimination among tenants because of race, color, religion, sex or national origin.

**11. INSURANCE.**

The Lessor shall maintain fire and extended coverage insurance on the leased premises in such amounts as the Lessor shall deem appropriate. The Lessor understands that the United States is self-insured. The Government's occupant shall be responsible at occupant's expense for fire and extended coverage insurance at occupant's discretion on all of occupant's personal property located in the leased premises.

**12. LESSOR'S SUCCESSORS.**

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns. The Lessor warrants that it/she/he is the rightful and legal owner of the leased property and has the legal right to enter into this lease. If the title of the Lessor shall fail, or it be discovered that the Lessor did not have authority to lease the property, this lease shall immediately terminate. The Lessor, Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Government by reason of such failure and to refund all rentals paid and other related costs.

**13. EXECUTION AUTHORITY.**

Whenever the lease is executed by an attorney, agents, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person assigning. A signature authorization must be provided with the signed lease.

**14. DAMAGES.**

A. Upon vacating the premises, a final joint inspection and condition report shall be conducted. Upon written notice, the Lessor may request compensation for damage that exceeds reasonable wear and tear. However, all such damage claims must be documented by the Lessor in the final joint inspection and condition report. The referenced notice shall be delivered to the Government no later than 30 days after termination of this lease.

B. The Government shall not compensate either physically or by payment in lieu thereof: 1) reasonable wear and tear; 2) damage by acts of God; 3) any alterations, or damage thereto, which the Lessor installed, otherwise consented to in writing, or for which Lessor has already

been compensated; 4) the interior paint of the demised premises, when the Government has possessed the leased premises for one or more years prior to the date of termination; or 5) damaged items for which there is no remaining depreciable life.

C. In the event compensation is warranted, the Government shall pay to the Lessor a sum of money that represents the damage to an item that exceeds reasonable wear and tear, while also taking into account the item's remaining depreciable life. Regardless of the amount required by the Lessor to repair or replace the damaged item, said payment to the Lessor shall be reduced for 1) reasonable wear and tear and 2) the normal depreciation of said item. If there is no remaining depreciable life in the damaged item, Lessor shall not be entitled to any sum of money or other form of compensation. If commercially feasible, the Real Estate Contracting Officer, may require up to three estimates of damages to support the Lessor's damage claim.

D. Unless the Lessor offers contrary evidence at the time of execution of the Lease, and the Government affirmatively accepts an alternative depreciation schedule, all items within the demised premises, to include carpeting, flooring, and appliances, are subject to a five year straight line depreciation schedule, with the exception of interior paint (one year).

E. The Government will make every effort to effect the return of key(s) to the Lessor on or before the date of expiration or termination of this lease. However, it is the Lessor's responsibility to assure personal entry to the premises by retaining a duplicate set of key(s). Unreturned keys will not entitle the Lessor to a claim or other compensation.

F. The Government shall not be liable for further payment of rent beyond the date of termination or expiration for any reason, including due to key(s) not returned to the Lessor or during the time in which the Lessor must restore the premises to a habitable condition.

## **15. DISPUTES.**

A. This lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. §§7101-7109).

B. The Parties shall proceed diligently with their performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease.

## **16. GRATUITIES TO GOVERNMENT EMPLOYEES.**

A. The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such lease; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be an issue and may be reviewed in any competent court.

B. In the event this lease is terminated as provided in paragraph (A) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Lessor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

#### **17. OFFICIALS NOT TO BENEFIT.**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

#### **18. COVENANT AGAINST CONTINGENT FEES.**

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing businesses. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

#### **19. NON-DISCRIMINATION.**

The Lessor shall not discriminate against any person or persons or exclude them from participation in the Lessor's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, sexual orientation, gender identity age, handicap, or national origin pursuant to Executive Order 13672, 21 July 2014.

#### **20. EXAMINATION OF RECORDS.**

The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

## **21. FORECLOSURES – CHANGE OF OWNERSHIP.**

A. If, during the term of this lease, including any renewals or extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation, assignment, or other transaction, the Lessor (transferor) shall promptly notify the Government of said transfer. The following information shall accompany such notification:

- (1) A copy of the deed or other appropriate instrument transferring title or sufficient interest to lease to the property from the transferor to the new owner.
- (2) The new owner's tax identification or social security number.

B. The foregoing information must be received not later than twenty (20) days after the effective date of transfer of title. In any instance, failure to submit the documentation required for a transfer of title will result in a suspension of rental payments until such time as all documentation is received by the Government.

C. When the title to premises leased to the Government is transferred, a supplemental agreement shall be entered into by the old and new owners and the Government to reflect such change of ownership.

## **22. FORECLOSURES – SUBORDINATION, NONDISTURBANCE ATTORNMENT (SEP 1999).**

A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days following the Government's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Government promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Government and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**23. SOVEREIGNTY.**

None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.