

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made the ___ day of _____, _____.

AMONG:

**«LANDLORD»
(the "Landlord")**

- and -

**«TENANT»
(the "Tenant")**

- and -

**«LENDER»
(the "Lender")**

- and -

**«MORTGAGEE»
(the "Mortgagee")**

WHEREAS:

1. By a lease (the "Lease") made the ___ day of _____, _____, the Landlord leased to the Tenant for a term of ___ years commencing the ___ day of _____, _____, the premises (the "Premises") being part of the Shopping Centre (the "Shopping Centre") known as _____ as located _____. The Shopping Centre and the Premises are more particularly described in Schedule "A" hereto;
2. By a mortgage, (the "Mortgage") made the ___ day of _____, _____, the Landlord mortgaged all its interest in the Shopping Centre to the Mortgagee;
3. The Tenant wishes to grant security to the Lender *inter alia* by way of a sublease of the Premises which sublease requires the consent of the Landlord.

NOW THEREFORE the parties in consideration of the obligations in this agreement of each of the other parties agree as follows:

1. The Landlord and the Tenant each acknowledge that the Lease is in full force and that there is no subsisting default thereunder by either the Landlord or the Tenant.