

# 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.
2. (a) Reserving all its rights under the Lease with respect to any further assignment or sublease by the Tenant or the Lender, the Landlord consents to the mortgage of the Lease to the Lender by way of sublease.  
  
(b) The Landlord agrees with the Lender that, upon taking possession of the Premises, and as long thereafter as the Lender performs each of the covenants, obligations and agreements of the Tenant under the Lease, the Lender has the right quietly to hold the Premises for the entire term of the sublease together with all rights to which the Lender may be entitled under the sublease, all without interference or interruption by the Landlord or any person claiming under the Landlord.

**THIS IS A 2-PAGE FORM.**