

NON-DISTURBANCE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF MORTGAGEE]
[address]
(the "Mortgagee")

- and -

[NAME OF TENANT]
[address]
(the "Tenant")

WHEREAS:

- A. Pursuant to a Mortgage (the "**Mortgage**") registered on *[insert date of registration]* with the Prince Edward Island Registry of Deeds, *[insert name of Landlord]* (the "**Landlord**"), as owner of the lands described in Schedule "A" hereto (the "**Lands**") mortgaged and charged the Lands to the Mortgagee;
- B. Pursuant to a lease (the "**Lease**") dated *[insert date of lease]*, the Landlord demised the entire premises in the building erected on the Lands (the "**Premises**") to the Tenant;
- C. The Mortgagee, at the request of the Tenant, has agreed with the Tenant to enter into this agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Mortgagee and the Tenant, for themselves and their successors and assigns, hereby assent to the Lease and covenant one with the other as follows:

- 1. So long as the Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms of the Lease, the Tenant's possession of the Premises and the Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by the Mortgagee.
- 2. In the event that the Mortgagee succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Mortgagee under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the Mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the Mortgagee as its Landlord, such attornment to be effective without the execution of any further instrument on the part of either of the parties hereto.

THIS IS A 2-PAGE FORM.