

**(NON-DISTURBANCE AGREEMENT BETWEEN LANDLORD'S MORTGAGEE AND TENANT)  
NON-DISTURBANCE/CONSENT AGREEMENT**

**THIS AGREEMENT** made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[TRUSTEE]  
[address]  
(the "Trustee")

**OF THE FIRST PART**

- and -

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

**OF THE SECOND PART**

- and -

[INDEMNITOR]  
[address]  
(the "Indemnitor")

**OF THE THIRD PART**

**WHEREAS:**

- A. [OWNER] (herein called the "Owner") is the owner of those lands and premises lying and being in [city / town], in the Province of British Columbia, more particularly known and described as :  
  
[legal description]  
  
(herein called the "Lands");
- B. By a Deed of Trust and Mortgage (herein called the "Mortgage") dated as of [mortgage date] and registered at the [land titles office] under No. [registration no.], the Owner has mortgaged the Lands, inter alia, to the Trustee;
- C. By a Lease (herein called the "Lease") the Owner has leased a part (herein called the "Demised Premises") of the improvements constructed upon the Lands to the Tenant for a term of [term] commencing on [commencement date] and expiring on [lease expiry date] and by the Lease the Owner granted to the Tenant an option (herein called the "Renewal Option") to renew the Lease for a further term of [renewal term] years all subject to and upon the terms and conditions set forth in the Lease and subject to the payment of the rents and other amounts reserved by the Lease;
- D. The Indemnitor has, by an agreement dated [indemnity date] (herein called the "Indemnity Agreement") granted to the Owner certain covenants of indemnity and guarantee with respect to the Lease; and
- E. The Tenant and the Indemnitor have requested the Trustee to enter into this Agreement;

**NOW THEREFORE** and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto:

1. The Trustee hereby covenants and agrees to and with the Tenant that:
  - (a) so long as the Tenant shall observe and perform the covenants, agreements and conditions contained in the Lease on its part to be performed and observed;does not prepay rents or other amounts owing under this Lease except as required thereby; and