

**NON-DISTURBANCE AGREEMENT BETWEEN LANDLORD'S MORTGAGEE, TENANT AND
TENANT'S GUARANTOR**

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

BETWEEN:

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

OF THE FIRST PART

- and -

[LENDER]
[address]
(the "Lender")

OF THE SECOND PART

- and -

[LANDLORD]
[address]
(the "Landlord")

OF THE THIRD PART

- and -

[GUARANTOR]
[address]
(the "Guarantor")

OF THE FOURTH PART

WHEREAS:

- A. By a Lease (herein called the "Original Lease") made between the Landlord, as landlord, and the Tenant, as tenant, dated [lease date], the Landlord did demise and lease unto the Tenant those premises forming part of the lands and premises more particularly described in Schedule "A" attached hereto, (herein called the "Property");
- B. By a Mortgage (herein called the "Mortgage") dated [mortgage date] and registered or to be registered in the [land titles office] and made between the Landlord, as mortgagor, and the Lender, as mortgagee, the Landlord did grant and mortgage the Property to the Lender to secure a principal sum not greater than \$[principal sum] and other monies as therein provided;
- C. By an Assignment of Rents (herein called the "Assignment of Rents") dated [assignment date] and registered or to be registered in the [land titles office], the Landlord did assign unto the Lender the rents from the Property;
- D. The Guarantor guaranteed the obligations of the Tenant under the Lease;
- E. The Lender requires the Tenant to execute this Agreement as a condition of its financial assistance to the Landlord.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the premises and the sum of \$1.00 and other good and valuable consideration now paid by the Lender to the Tenant:

1. The Tenant hereby represents and warrants to the Lender that:

- (a) a true copy of the Lease is attached hereto as Schedule "B";
- (b) the Lease is presently in full force and effect and has not been modified, supplemented or amended (except as set forth in Schedule "C" attached hereto, if any) is the entire agreement between the Landlord and the Tenant, and the rental obligation under the Lease is in full force and effect, save and except as expressly disclosed in writing to the Lender (the Original Lease together with any modifications so disclosed is herein called the "Lease");

the Tenant has accepted possession of that portion (herein called the "Demised Premises") of the Property demised to it pursuant to the Lease and any and all improvements required by the Lease or otherwise to be made by the Landlord have been completed to the satisfaction of the Tenant and the Tenant is now in possession of the Demised Premises and is operating and paying rent to the Landlord;