

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/Charge of Land (the "**Mortgage**") registered on *[insert date of registration]* in the Land Registry Office for the Land Titles Division of *[insert region of land titles division]*, *[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: