

Non-Disturbance Agreement

THIS AGREEMENT made this _____ day of _____, 201(x).

BETWEEN:

(the "Mortgagee"),

- and -

(the "Tenant"),

Whereas the mortgagee holds a mortgage from registered at the Land Registry Office for the Registry Division of on the day of _____, month of _____ 201(x), as Instrument No. _____ (the "Mortgage"), upon lands more particularly described in Schedule "A" (the "mortgage to premises");

And Whereas the tenant is the holder of a lease dated the day of _____ month of _____, 201(x), made between as Lessor and the Tenant as Lessee, covering a part of the mortgage to premises (the "Leased Premises");

And Whereas the tenant and the mortgagee desire to confirm their understanding with respect to the lease and the mortgage:

NOW THEREFORE IN CONSIDERATION OF the sum of Two Dollars (\$2.00) now paid by the tenant to the mortgagee, the receipt and sufficiency of which being hereby acknowledged, the mortgagee and the tenant hereby mutually covenant and agree as follows:

1. So long as the tenant is not in default in payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the lease on the tenant's part to be performed, the tenant's possession of the leased premises and the tenant's rights and privileges under the lease, or any extensions or renewals thereof, which may be effected in accordance with any option therefor in the lease, shall not be diminished or interfered with by the mortgagee, and the tenant's occupancy of the leased premises shall not be disturbed by the mortgagee for any reason whatsoever during the term of the lease or any extensions or renewals thereof.

2. 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, covenants or conditions of the lease on the tenant's part to be performed, the mortgagee will not join the tenant as a party defendant in any action or proceeding for the purpose of terminating the tenant's interest and estate under the lease because of any default under the mortgage.

3. The tenant shall at the request of the mortgagee attorn to the mortgagee or as it may direct.

4. This agreement shall enure to the benefit of and be binding upon the tenant, the mortgagee, their successors and assigns.

IN WITNESS WHEREOF the tenant and the mortgagee have hereto affixed

their corporate seals attested by the hands of their officers duly

authorized in that behalf, this day of _____ month of _____, 201(x).
