LANDLORD AGREEMENT
(Leasehold mortgages only)

To: Royal Bank of Canada (the "Lender")

            Address: _____

            Fax: _____

From: [Insert Landlord's Name] (the "Landlord")

            Address: _____

            Fax: _____

Re: Lease to [Insert Name of Tenant] (the "Tenant")

Address: [Insert address] (the "Lands")

The Tenant has entered into a lease with the Landlord for a term of [insert term in months or years] starting on [insert lease start date], at the rental of $[insert rent] payable on [insert payment frequency of rent] by which the Landlord leases the Lands to the Tenant (the "Lease"). A copy of the Lease, is attached as Schedule "A".

The Lender is to provide financing to the Tenant secured or to be secured by a charge or mortgage of the Tenant's interest in the Lands.

The financing by the Lender of the Tenant is conditional upon the Landlord entering into this Agreement with the Lender.

By signing below, the Landlord confirms and agrees with the Lender this Agreement, as follows:

1.   The rent and any other amounts payable under the Lease are not in arrears. As of this date, neither the Landlord nor the Tenant is in default under the Lease.

2.   The Landlord consents to the mortgage of the Tenant's interest in both the Lease and the Lands.

3.   The Landlord will not modify the Lease or accept the surrender of the Lease without the prior written consent of the Lender.

4.   If the Tenant defaults under the Lease, the Landlord agrees that before it exercises any of its rights or remedies under the Lease, it will give the Lender written notice of the default. This notice will be given within 60 days of the default and will allow the Lender at least 60 days to cure the default, including the payment of all arrears. Until the earlier of either the receipt of a notice, or the Lender taking possession of the Lands, the Lender will not be liable for any of the Tenant's obligations under the Lease.

5.	If the Landlord terminates the Lease, the Landlord will give written notice of the termination to the Lender. If the Lender makes a request in writing within 60 days after receipt of this notice, the Landlord will grant to the Lender, a new lease of the Lands with the Lender as tenant, for a term equal to the then remaining residue of the term of the Lease, at the same rent and upon the same conditions as the Lease. The Landlord's obligation to grant a new lease is conditional upon being paid all amounts outstanding under the forfeited lease, other than accelerated rent, or upon performance of the obligations under the Lease which led to the default. A non-monetary event of default, which cannot be remedied by the new tenant, such as the bankruptcy or insolvency of the Tenant, shall not relieve the Landlord from its obligation to grant a new lease. The new lease shall have the same priority as the Lease. All improvements erected by the defaulting Tenant shall vest in the new tenant.

6.	If the Tenant defaults under the Lender's mortgage, then so long as all arrears under the Lease are paid and all other obligations under the Lease fulfilled (other than a non-monetary event of default), the Lender may enter the Lands and exercise any of its rights under its mortgage. The Landlord consents to the sale of the Tenant's interest in the Lands under the mortgage.

7.	If the Landlord intends to sell or mortgage the Lands, the Landlord will obtain from the proposed purchaser or mortgagee an agreement with the Lender substantially the same as this Agreement, or have the purchaser or mortgagee agree in writing with the Lender that it will be bound by this Agreement.

8.	This Agreement shall remain in full force and effect for so long as the mortgage is outstanding.

9.	All notices under this Agreement shall be in writing and delivered by registered mail or facsimile to the addresses stated above or to such other address as a party may from time to time designate.

10.	This Agreement is binding upon the parties who sign it and upon their respective successors, assigns, executors and administrators.

DATED _____, 20__.

_____	_____
Signature of Landlord	*Signature of Tenant*

_____	_____
Name of Landlord	*Name of Tenant*

[add additional signing lines, as required]