

**TRIPARTITE AGREEMENT (REFINANCING)**

**OSLO**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**Lessee**

AND:

**Mortgagee**

AND:

**SIMON FRASER UNIVERSITY**, a British Columbia University created pursuant to the *University Act*, and having an office at 8888 University Drive, Burnaby, British Columbia, V5A 1S6

**University**

WHEREAS:

- A. By a ground lease dated for reference September 28, 2018 in the New Westminster Land Title Office under registration number CA7097769, on the terms and conditions therein contained, the University, as lessor, did demise and lease to Eighth On The Mountain GP Ltd **Developer** see, those lands in the Province of British Columbia, more particularly known and described as:

Parcel Identifier: 029-091-951  
Lot 33  
District Lots 147 and 211  
Group 1  
New Westminster District  
Plan EPP29187

**Lands**

B. The Lands have been subdivided into strata lots by the deposit of a leasehold strata plan in the Land Title Office in accordance with the provisions of the *Strata Property Act*, S.B.C. 1998, chapter 43, as amended, and the *Land Title Act*, S.B.C. 1996, chapter 250 and the Registrar of the Land Title Office has issued in the name of the University, as registered owner in fee simple, new certificates of title to each of the strata lots shown upon the leasehold strata plan;

C. The deposit of the leasehold strata plan converted the Ground Lease into individual leases in the name of the Developer, in respect of the interest of the Developer in each strata lot including its share in the common property, at a rent, premium or other consideration, and subject to the applicable terms and conditions contained in the Ground Lease and in the model strata lot lease attached thereto and to the provisions of the said *Strata Property Act* and the regulations thereto (the model strata lot lease

**Lease**

D. The Lessee is the registered holder of the leasehold interest in Strata Lot \_\_\_\_\_, Leasehold Strata Plan EPS8822 **Leased Premises**

E. The Lessee as mortgagor has demised and assigned or will demise or assign by way of

**Mortgage**

Leased Premises under the Lease to secure a loan in the principal sum of  
dollars (\$) \_\_\_\_\_); and

F. \_\_\_\_\_ section 1.01 of the Lease and desires to have every oppreW\*nhw6 612 792 reW\*nBTF2 12 Tf1 0 0 1 84.864 339.t 0 67(o-4(oa)9612 792pprptaET@0.00000912

(i) consent of the Mortgagee, such consent not to be unreasonably withheld (provided that if the Mortgagee has neither provided its consent nor advised the University in writing, within forty-five (45) days of receipt of a request from the University for its consent, that it will not provide its consent, the Mortgagee will be deemed to have consented to the modification or amendment); or

(ii) without giving the Mortgagee seven (7) days prior written notice.

2. The Lessee acknowledges and represents to the Mortgagee that it has entered into possession of the Leased Premises pursuant to the terms of the Lease.
3. The University covenants and agrees to grant and provide to the Mortgagee all rights, assurance and notice.  
  
Lease.
4. The University and the Lessee mutually covenant and agree, at any time and from time to time, upon not less than thirty (30) days prior request by the Mortgagee, to execute, acknowledge and deliver to the Mortgagee a statement in writing certifying that:
  - (a) the Lease is unmodified and in full force and effect or if there have been modifications that same is in full force and effect as modified and identifying the modifications;
  - (b) the dates to which the rent and other charges payable under the Lease have been paid, provided that the request specifies with particulars the charges in respect of which such information is required; and
  - (c) to the best of the knowledge of the maker of the statement, without having conducted any searches or made any particular enquiries, the other party to the Lease is not in default under the pro



IN WITNESS WHEREOF this Agreement has been executed on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by  
\_\_\_\_\_ and \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Signature