

TRIPARTITE AGREEMENT

SERENITY

THIS AGREEMENT made the ____ day of _____, 20__.

BETWEEN:

W K H ³ / H V V H H ´

AND:

W K H ³ 0 R U W J D J H H ´

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

W K H ³ 8 Q L Y H U V L W \ ´

WHEREAS:

A.

(ii) which does not materially adversely affect the University's financial condition 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, remedies and benefits in the Lease, and, without limiting the generality of the foregoing, all remedies and benefits in the Lease, and, without limiting the generality of the foregoing, all remedies and benefits in the 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 written instrument certifying that:
 - (a) the Lease is unmodified and in full force and effect or if there have been modifications, the Lease is in full force and effect as modified.

7. If the Mortgagee shall have fully cured any default in the payment of any Rent (as defined in the Lease) or any other amount required to be paid by the Lessee under the Lease and shall continue to pay currently such monetary obligations as and when the

11. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.

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