- The Landshavebeen subdivided into strata lots the depositof a leasehold stata planin the Lower Mainland Land Title Office in accordance with the provision of the Strata Property Act, S.B.C. 1998, chapter, asamended, and the and Title Act, S.B.C. 1996, chapter 250 and the Registrar of the Lower Mainland Land Title Office has issued in the name of the University, as registered ner in fee simple, new certificate title to each of the strata lots hown upon the asehold strata plan;
- The deposit of the leasehold strata plan convertible GroundLease into individual leases in the name of the Developer, in respect the interest of the Developer in each strat to including its sharein the common property, at rent, premiumor other consideration, and subject to the applicable terms and conditions contained in the oundLease and in the models tratalot lease attached thereto and to the ovisions of the said Strata Property Act and the regulations thereto (the model strate being herein after ferred to as the "Lease");
- The Lessesitheregistered holdeof theleasehold interest StrataLot _____, Leasehold Strata PlataPS2546the "Leased Premises");
- The Mortgagee is a "Mortgage", as defined undsection 1.01 of he Leaseand desires have every opportunity to protect its interest and security.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the sum of One Dollar (\$1.00) now paid by each of the Mortgagee, the University and the Lessee to the others (the receipt and sufficiency of which is hereby acknowledged by each of the parties):

- 1. The University covenants and agrees with the Mortgagee that the University:
 - (a) will not accept a surrender of the Lease, in whole or in part, without the prior written consent of the Mortgagee, not to be unreasonably withheld; and
 - (b) will not agree to any modification or amendment to the Lease:
 - (i) which may adversely affect the Mortgagee's security without the prior written 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) which does not materially adversely affect the Mortgagee's security 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 afforded under the terms of the Lease to a "Mortgagee", as defined in the Lease, and, without limiting the generality of the foregoing, all remedies afforded a "Mortgagee" under 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 reque**shey**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 in 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
 - to the best of the knowldge 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 provisions of the Lease, or, if in default, the particulars thereof.
- 5. If the Mortgagee acques title to the Lessee's interest in the Leased Premises, the Mortgagee covenants and agrees to attorn as tenant under the Lease pursuant to the terms thereof for so long as it remains tenant and has not assigned the balance of the Term and hereby acknowledges that it has had the opportunity to read the Lease and upon attorning as tenant under the Lease shall adopt the covenants and agreements of the Lease on the part of the Lessee to be performed and observed as though such provisions were incorporated irand formed a part of this agreement provided that the provisions of this section5 shall not limit or affect the University's rights to re

Lease and shall continue to pay currently such monetary obligations as and when the same fall due then if the Mortgagee is prohibited, by any process or injunction issued by any court by reason of any actiby any court having jurisdiction over any proceeding involving the Lessee, from commencing or prosecuting foreclosure or other appropriate proceedings of the nature thereof or from obtaining possession of the Leased Premises, then the time specified in steon 17.02 of the Lease for commencing or prosecuting such foreclosure or other proceedings or for curing defaults other than payment of Rent (as defined in the Lease) or any other amount required to be paid by the Lessee under the Lease shall be extended the period of such prohibition or injunction.

8. If the Mortgagee has cured all defaults and continh mgagTJ 0 Tc 0 Tw 9.5 (ue(e)4 (.5or02(nh m

IN WITNESS WHEREOF this Agreement has be above written.	een executed on the day, month and year first
SIGNED, SEALED AND DELIVERED by and)
in the presence of:))
Signature))
Print Name	Print Name
Address) Print Name
Occupation (witness as to all signatures)))
By: Name: Title:))
By: Name Title:)))))
SIMON FRASER UNIVERSITY	

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

Authorized Signatory

Ву:

11.