

**TRIPARTITE AGREEMENT (REFINANCING)**

**NOVO TWO**

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

BETWEEN:

AND:

AND:



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 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 provisions of the Lease, or, if in default, the particulars thereof.
5. If the Mortgagee acquires 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

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 action by 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 section 17.02 of the Lease for commencing or prosecuting such

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.

SIGNED, SEALED AND DELIVERED by \_\_\_\_\_ )

\_\_\_\_\_ and \_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Signature \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Print Name \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Address \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation \_\_\_\_\_ )

(witness as to all signatures) \_\_\_\_\_ )

\_\_\_\_\_ )

Print Name

\_\_\_\_\_ )

Print Name

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

By: Name: \_\_\_\_\_ )

Title: \_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

By: Name \_\_\_\_\_ )

Title: \_\_\_\_\_ )

\_\_\_\_\_ )

**SIMON FRASER UNIVERSITY** \_\_\_\_\_ )

\_\_\_\_\_ )

By: \_\_\_\_\_ )

Authorized Signatory \_\_\_\_\_ )