

TRIPARTITE AGREEMENT (REFINANCING)
TERRACES

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

BETWEEN:

W K Lessor

AND:

W 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

W University

WHEREAS:

A. By a ground lease dated for reference July 14, 2017 W Ground Lease

lessor, did demise and lease to Intergulf Development (Monte) Corp. (the Developer) DV OHVVHH WKRVH ODQGV LQ WKH 3URYLQFH particularly known and described as:

Parcel Identifier: 02800-157
Lot 17
District Lot 211
Group 1

New Westminster District
Plan BCP45523

W K a n d s '

The Lands have been subdivided into strata lots by the deposit of a leasehold strata plan to 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;

& 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, subject to the applicable terms and conditions contained in the Ground Lease and in model strata lot lease attached thereto and provisions of the said Strata Property Act and the regulations thereto (the model strata lot lease being hereinafter referred to as the "Lease")

' The Lessee is the registered holder of the leasehold interest in Strata Lot _____, Leasehold Strata Plan EPS W K a n d s ' Leased Premises'

(The Lessee as mortgagor has demised and assigned or will demise assign by way of P R U W J M Mortgage' X Q W R W K H O R K U H W V D I J H I W D Q D K W W L W O H the Leased Premises under the Lease to secure a loan in the principal sum of _____ dollars (\$ _____); and

) The

consent, the Mortgagee will be deemed to have consented to the modification or amendment); or

(ii) ZKLFK GRHV QRW PDWHULD OO\ DGYHUVHO\ DIIH without giving the Mortgagee ~~se~~ (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 ~~ly~~ Mortgage rights,

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) _____)

_____)

_____)

By: _____)

Name: _____)

Title: _____)

_____)

By: _____)

Name _____)

Title: _____)

SIMON FRASER UNIVERSITY _____)

_____)

_____)

By _____)

: _____)

Authorized Signatory _____)