

TRIPARTITE AGREEMENT (REFINANCING)
VERITAS

- (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 ~~for~~ 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 re

6. If the Lessee and the University cannot agree as to any matters regarding the Lease and they decide that the resolution of that matter is to be determined by arbitration pursuant to the arbitration provisions of the Lease, the Mo

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 _____)