

CONSENT AND AGREEMENT BY LANDLORD TO TENANT'S FINANCING

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[LANDLORD]
[address]
(the "Landlord")

OF THE FIRST PART

- and -

[LENDER]
[address]
(the "Lender")

OF THE SECOND PART

[TENANT]
[address]
(the "Tenant")

OF THE THIRD PART

WHEREAS:

- A.** By a lease (herein called the "Lease") made as of the ____ day of _____, _____ and registered in the [city] Land Title Office under No. [registration no.], the Landlord did demise and lease unto [original tenant] (herein called the "Original Tenant") a portion of those certain lands and premises situate, lying and being in the City of [city], in the Province of British Columbia more particularly known and described as:

[legal description of lands]

(herein called the "Premises")

- B.** By an assignment of lease made the ____ day of _____, _____ and registered in the [city] Land Title Office under No. [registration no.], the Original Tenant assigned its interest in the Lease and the Premises to the Tenant (the "Assignment");
- C.** The Tenant has granted certain security to the Lender including, inter alia, a mortgage of lease by way of sublease contained in a Debenture dated [debenture date] in the principal amount of \$[loan amount] (which security is herein called the "Lender's Security");
- D.** As a condition of advancing funds to the Tenant, the Lender requires the Landlord to confirm certain information to the Lender and to enter into this Agreement with the Lender.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. The Landlord covenants and agrees with the Lender that the Landlord will:
in connection with matters relating to the Lease, provide to the Lender such information as may reasonably be required by the Lender from time to time in order to remedy and default by the Tenant under the Lease or to advise the Lender as to the status of the Lease;