

ACKNOWLEDGEMENT & CONSENT TO POSTPONEMENT

TO: [NAME OF OWNER] (property owner)

AND TO: [NAME OF LAWYERS] (property owner's lawyers)

1. The undersigned acknowledges that [NAME OF LAWYERS] have not acted and do not act for the undersigned nor have they given any advice whatsoever to the undersigned in respect of any investment made by the undersigned or the registration of any caveat (the "Purchaser's Caveat") on behalf of or in respect of the interest of the undersigned in certain lands (the "Lands") known as the _____ Project, which Lands are legally described as:

[insert legal description]

or in respect of the Offer to Purchase (the "Offer") entered into by OWNER and the undersigned in respect of the Lands. The undersigned further acknowledges that the undersigned has either obtained or waived independent legal advice in respect of the Offer and the undersigned's interest in the Lands and the Purchaser's Caveat.

2. The undersigned hereby agrees to the postponement of all its right, title and interest in and to the Lands as purchaser under the Offer and in particular the postponement of the Purchaser's Caveat registered in the Land Titles Office in respect thereof to the rights in and to the Lands of the Mortgagee, _____ pursuant to:
 - (i) (list encumbrances being postponed to) (the "MORTGAGE")
 - (ii)
3. This Acknowledgement & Consent To Postponement shall apply to all past, present and future advances under the MORTGAGE, any amendment to the MORTGAGE, and any new mortgage, charge or caveat registered by or on behalf of _____.
4. The undersigned hereby consents to LAWYERS executing a Postponement of the Purchaser's Caveat and delivery and registration of the same at the Land Titles Office in respect of the MORTGAGE.

THIS IS A 2-PAGE FORM.