

GENERAL ASSIGNMENT OF RENTS

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

BETWEEN:

hereinafter called the "Assignor"

OF THE FIRST PART

-and-

COMPUTERSHARE TRUST COMPANY OF CANADA

hereinafter called the "Mortgagee"

OF THE SECOND PART

WITNESSES THAT WHEREAS:

The Assignor is the owner of the Lands subject to the Mortgage and has agreed to enter into this agreement with the Mortgagee as collateral security for the due payment of the Mortgage;

Now therefore it is hereby covenanted, agreed and declared as follows.

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith,
 - (a) "Mortgage" means a charge of the Lands from the Assignor to the Mortgagee securing the principal sum of _____ and interest thereon registered as Instrument Number _____;
 - (b) "Lands" means the lands and premises described in schedule "A" hereto;
 - (c) "Leases" includes:
 - (i) every existing and future lease and agreement to lease in respect of the whole or any portion of the Lands;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence;
 - (iii) every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Lands;
 - (d) "Rents" means all revenues, receipts, income, credits, deposits, rents, additional rents, tenant recoveries and other receivables of any nature and kind whatsoever arising from, payable under or related to the Leases, whether past due, now due or hereafter to become due and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors under or in respect of the Leases.

2. The Assignor hereby assigns to the Mortgagee, its successors and assigns (as security for the principal, interest, and other amounts secured by the Mortgage and until the monies due under and by virtue of the Mortgage have been fully paid and satisfied), the Leases and all benefits and advantages to be derived therefrom with full power and authority to use the name of the Assignor or the owner from time to time of the Lands or the name of the Mortgagee, as the Mortgagee may elect in its sole discretion, for enforcing the covenants and agreements on the parts of the tenants contained therein, and the Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands or in the name of the Mortgagee, as the Mortgagee may elect in its sole discretion.

3. The Assignor hereby represents, warrants, covenants and agrees that:

- (a) complete and true copies of all of the presently existing Leases have been delivered to the Mortgagee;
- (b) the Assignor will not without the prior written consent of the Mortgagee perform or omit to perform any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or any obligations of any other party thereunder or in connection therewith;
- (c) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, will be altered, varied or amended;
- (d) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term) nor have they been discounted, released, waived, compromised or otherwise discharged;
- (e) there has been no default of a material nature which has not been remedied under any of the Leases by any of the parties thereto;
- (f) there is no outstanding dispute under any of the Leases by any party thereto; and
- (g) the Assignor will observe and perform all of the Assignor's obligations under each of the Leases.

4. Subject to the provisions of paragraph 3(d) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until, the Mortgagee shall give notice to the tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Mortgagee.

5. Nothing contained herein or in any statute shall have the effect of making the Mortgagee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Mortgagee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands or the mortgaged premises and the Mortgagee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Mortgagee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.

6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Mortgagee from time to time to perfect this agreement and assignment. The Assignor will from time to time at the reasonable request of the Mortgagee furnish to the Mortgagee a copy of the current rent roll of the building on the Lands showing

the basic terms of all Leases and, if requested by the Mortgagee, give the Mortgagee a specific assignment of the Rents thereunder in form satisfactory to the Mortgagee.

7. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord would expect in respect of the premises to be leased.

8. The Assignor hereby agrees to indemnify at all times and from time to time and save the Mortgagee harmless from any and all demands, claims, damages, actions, proceedings, lawsuits, costs, expenses, or payments incurred which the Mortgagee may sustain or incur by reason of the Assignor's failure to charge legal rents or by reason of successful rebate claims by any tenant under any lease in the building on the Lands or by any former tenant of the building and agrees that all rents charged with respect to the Lands or any part thereof will be lawful rents pursuant to any legislation governing same in the province in which the Lands are located and further agrees that he will file all items required to be filed by such legislation in a timely, accurate and complete way.

9. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment of any sum due under the Mortgage; and that none of the rights or remedies of the Mortgagee under the Mortgage shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect, and such discharge shall act as a release and reassignment of the assignments herein.

10. In this agreement words denoting the singular include the plural where appropriate and vice-versa and words denoting any gender include all genders.

11. This agreement and everything herein contained shall extend to, bind and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the Assignor has executed this Agreement.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

Name:

Name:

Name:

Schedule "A" to General Assignment of Rents

Legal Description