

TENANT'S ACKNOWLEDGMENT

TO: _____
(the "Lender")

AND TO: _____
(the "Landlord")

FROM: _____
(the "Tenant")

RE: _____ first mortgage loan to _____ on _____
(the "Property")

1. The undersigned Tenant hereby confirms and acknowledges that it is in possession of leased premises located at the Property, pursuant to a lease dated the ** day of **, **, (the "Lease"), a copy of which is attached hereto, which Lease remains in full force and effect and is a net Lease.

The Tenant confirms the following as being true and accurate:

a) Date of Occupancy: _____

Still in Occupancy: Yes _____ No _____

b) Area of Premises: _____ square feet

c) Term of Lease: _____ years

d) Payment Commencement Date: _____

e) Termination Date: _____

f) Option to Renew (if any): _____

g) Current Basic Annual Rental: _____

(Not subject to adjustment, deduction or abatement whatsoever)

h) Percentage Rent: _____

i) Operating Costs: Tenant pays all Operating Costs

j) Realty Tax: Tenant pays all Realty Taxes

k) The Tenant has not prepaid any rent or made any security deposits

l) First Right of Refusal to purchase:

m) Net lease: as set forth in Section _____ of the Lease.

n) The Tenant covenants not to make any prepayments of rent or any other arrangements with respect to rent or any other amounts due to the Landlord without

the prior written consent of the Lender, and any such prepayment without the written consent of the Lender shall not be binding on the Lender.

2. The Lease has not been altered or amended and has not been terminated, surrendered and is in good standing and in full force and effect and is unmodified except as hereinafter set out:
No modifications

The Tenant acknowledges that the Landlord has agreed with the Lender that it will not enter into any agreement with the Tenant to terminate, surrender, alter or amend the Lease without the written consent of the Lender, and any agreement entered into by the Tenant and Landlord without the Lender's written consent shall not be binding on the Lender.

3. The Lease and the above documents, if any, fully disclose all aspects of the rights of the Landlord and Tenant against each other and there are no collateral representations, warranties or other obligations except as set out therein.
4. The Landlord has satisfactorily completed any and all work required to be done by the Landlord under the Lease and that it has paid in full any tenant allowance or other payments due to the Tenant under the Lease.
5. Neither the Landlord nor the Tenant is in default in the observance of any of their obligations under the Lease.
6. The Tenant has no claim for the repayment of any monies paid by it pursuant to the Lease on account of basic rent, additional rent or otherwise. The Tenant has no claim, charge, lien, right of set off, any equities or any matter including for damages against the Landlord with respect to the rent, additional rent or other amounts due or to become due under the Lease for any breach of covenant by the Landlord.
7. There is no litigation or governmental or municipal proceedings commenced or pending or threatened against the Tenant with respect to the demised premises.
8. The Tenant confirms that:
 - i) neither the Tenant nor, to the best of its knowledge, any other person has caused or permitted any contaminated/hazardous material (as defined in any existing environmental legislation or regulation) to be disposed of on, under or at the premises the Tenant is leasing;
 - ii) the Tenant's business and assets are operating in compliance with applicable federal, provincial and local laws intended to protect the environment (including without limitation, laws respecting the disposal or emission of hazardous materials) and no enforcement actions in respect thereof are threatened or pending.
9. The Tenant confirms that it is signing this Acknowledgement and making the statements contained herein with full knowledge and after having been advised that the Landlord requires an executed Acknowledgement from the Tenant for the purposes of mortgage financing.
10. The Tenant confirms that it shall provide the Lender with a copy of any notice of default or otherwise given to the Landlord.
11. The Tenant confirms that it shall provide the Lender with a copy of any notice to the Landlord with respect to any proposed waiver or modification of any provision in the Lease.
12. The Tenant agrees that the statements contained herein may be relied upon by the Lender as being true and accurate and are being relied upon by the Lender in making its advance to the Landlord.

