

**GENERAL ASSIGNMENT OF RENTS, REVENUES AND LEASES**

B E T W E E N:

[ \_\_\_\_\_ ]  
(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

**LIBRO CREDIT UNION LIMITED**  
(hereinafter called the "Assignee")

OF THE SECOND PART

**WHEREAS** [ \_\_\_\_\_ ] is the registered owner (the "Assignor") of the subject property set out in Schedule "A" attached hereto (the "Property"), which is subject to a Charge in favour of the Assignee, (the "Charge") and has agreed to enter into this Agreement with the Assignee as collateral security for the due payment of the Charge:

**AND WHEREAS** as a condition for the making of the loan secured by the Charge the Assignor agreed to assign to the Assignee, its successors and assigns, as a further continuing and collateral security for the payment of the moneys secured by the Charge and observance and performance of the covenants therein contained, all rent, additional rent, and other monies payable as or on account thereof, including any prepayment of rent, any lease cancellation payment or lease surrender payment, (collectively the "Rents") which now are or may at anytime hereafter be due, owing, or payable under the following (collectively the "Leases"):

- (a) every existing and future verbal or written lease or sublease of and agreement to lease or sublease, the whole or any portion of the Property;
- (b) every existing and future tenancy, agreement as to use or occupancy of and licence in respect of, the whole or any portion of the Property whether or not pursuant to any verbal or written lease, agreement or license;
- (c) every existing and future guarantee or indemnity of all or any of the obligations of any existing or future lessee, user, occupier or licensee of the whole or any portion of the Property;
- (d) every existing and future assignment and agreement to assume the obligations of any lessee, user, occupier or licensee of the whole or any portion of the Property.
- (e) all revisions, alterations, modifications, changes, extensions, renewals, replacements or substitutions in respect of (a) to (d) above, if consented to by the Assignee in writing; and

**NOW THEREFORE** in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the Assignor does hereby assign, transfer, grant, and set over unto the Assignee, its successors and assigns as and by way of a first, fixed and specific assignment, all of the Assignor's right, title and interest in and to the Leases and the Rents and the full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment thereof, at the sole option of the Assignee, in the name of the Assignor or the owner from time to time of the Property, or the Assignee.

**THE ASSIGNOR COVENANTS, ACKNOWLEDGES AND AGREES AS FOLLOWS:**

1 The Assignor has good right, full power and absolute authority to assign the Leases and the Rents as a first assignment thereof and a first claim thereto, in the manner aforesaid, and has made no prior assignments or granted a security interest in any of the Leases and the Rents, nor has it performed any act or executed any other instrument which might prevent the Assignee from operating under the terms and conditions of this Agreement or which would limit the Assignee in such operation.

2. There has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto.

3. The Assignor will not, without the prior written consent of the Assignee:

- (a) accept prepayment of the Rents or any part thereof in excess of the rent for the final month of the term of the Leases;
- (b) do any act or thing or omit to do any act or thing, except in accordance with accepted real estate management practice, having the effect of:
  - (i) terminating, cancelling or accepting the surrender of any of the Leases;
  - (ii) modifying, amending or varying any of the Leases;
  - (iii) waiving, releasing, varying or abating the obligations of any party to pay the Rents or any part thereof; or
- (c) further assign, pledge, transfer, grant a security interest in, or otherwise encumber the Rents or any part thereof.

Any such purported waiver or prepayment or further assignment of any of the Rents without the Assignee's prior written consent will be null and void and of no force or effect.

4. The Assignor may demand, receive, collect and enjoy the Rents, but only as the same fall due and payable according to the terms of each of the Leases and not more than one month in advance (except for prepayment of the last month of the term if so provided in the lease, agreement or license), unless and until default has occurred or has been deemed to have occurred under the provisions of the Charge or this Agreement. If a default shall occur, the Assignee may deliver a written notice to any lessee directing it to pay the Rents to the Assignee and such notice shall be good and sufficient authority for so doing.

5. The Assignor will from time to time and at all times hereafter observe, perform and keep all covenants and agreements contained in the Leases on its part to be observed, performed or kept and will cause the lessees under such Leases to observe and perform their covenants, obligations and undertakings thereunder, and it is expressly understood and agreed that neither the execution of this Agreement nor the acceptance thereof by the Assignee, its agents, employees or any other person for whom the Assignee is in law responsible (nor the collection of the Rents, nor any action taken by the Assignee in respect of the Rents) shall in any way render the Assignee, its agents, employees or any other person for whom the Assignee is in law responsible liable for the collection of any of the Rents or for the observance or performance of any of the covenants, terms, conditions or agreements contained in any of the Leases on the part of the lessor therein named to be observed, performed or kept or to subordinate any of the rights of the Assignee to any of the Leases.

6. The Assignee may, at its option, enter the Property by its officers, agents or employees for the purpose of demanding, collecting, suing for, recovering and receiving the Rents and operating and maintaining the Property. The Assignor hereby authorizes the Assignee generally to perform all such acts and do all things including, without limitation, the making of payments to encumbrancers whether prior or subsequent to the Charge and the payment of any expenses in connection with such operation and maintenance of the Property and any acts by way of enforcement of the covenants and exercise of the rights contained in the Leases or otherwise, as may in the opinion of the Assignee be necessary or advisable, which said acts and things may be performed or done in the name of the Assignor or in the name of the Assignee, as in the absolute discretion of the Assignee may seem proper or advisable. It is expressly understood and agreed that the Assignee shall be liable to account for only such moneys as may actually come into its hands by virtue of this Agreement less any proper collection charges. The Assignee may, after payment of all collection charges, and all

expenses which the Assignee, in its absolute discretion shall deem advisable to pay for the proper operation and maintenance of the Property, credit the remainder of the moneys which it may receive in connection with the Property to the account of any amount or amounts due to the Assignee under the terms and provisions of the Charge and the manner of the application of such remainder and the item or items to which it shall at any time or from time to time be credited by the Assignee shall be in the absolute discretion of the Assignee and until such moneys have been so applied or credited same shall be deemed to form part of the security under the Charge and be subject to the Charge and held as additional security thereunder.

7. The Assignee shall not by virtue of this Agreement or the exercise by the Assignee of any of its rights hereunder or its receipt of any of the Rents pursuant to this Agreement be deemed a mortgagee in possession of the Property.
8. The Assignee may waive any default or breach of covenant by the lessees under Leases and shall not be bound to collect or recover any of the Rents, take any action or exercise any remedy or serve any notice upon the lessees under the Leases upon the happening of any default or breach of covenant by such lessees.
9. The giving of this Agreement is by way of additional and collateral security for the Charge and not in substitution for or in satisfaction thereof, and the Charge or any other security shall not be merged hereby and in case of default, proceedings may be taken under the Charge, any other security collateral thereto or this Agreement or any one or more of them at the option of the Assignee. Notwithstanding any variation of the terms of the Charge or any extension of time for payment of the moneys secured by the Charge, or any part thereof, or any renewal or extension of the loan secured by the Charge whether made with the original mortgagor named in the Charge or a subsequent owner of the Property, or any release of part or parts of the Property or any collateral security, the Rents hereby assigned shall continue as collateral security until all of such monies secured by the Charge shall be fully paid.
10. The within assignment to the Assignee of the Rents shall remain in full force and effect without regard to, and the obligations of the lessees under the Leases shall not be affected or impaired by:
  - (a) any amendment, modification, renewal or replacement of or addition or supplement to the Charge or the loan secured by the Charge or any other security (which term shall include, without limitation, any guarantee or indemnity) provided to the Assignee; or
  - (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Charge or any other security (which term shall include, without limitation, any guarantee or indemnity) provided to the Assignee; or
  - (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Charge or any other security (which term shall include, without limitation, any guarantee or indemnity) provided to the Assignee; or
  - (d) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor or any of the lessees under any of the Leases.
11. The Assignor shall reimburse, indemnify and hold harmless the Assignee for and from any and all expenses, losses, costs (including legal costs on a solicitor and client basis and all registration and renewal costs), fees, damages and liabilities whatsoever which the Assignee may suffer or incur by reason of or with respect to this Agreement, or the Rents, or the exercise, protection or defence of the rights or interest granted in this Agreement. All such costs, expenses, fees and liabilities when incurred shall be deemed to be owing and secured under the Charge.
12. All Rents charged with respect to the Property or any part thereof will be lawful rents and in accordance with all applicable legislation and regulations in effect from time to time.
13. Upon registration of a discharge of the Charge, this Agreement shall thereupon become and be of no force or effect. At such time as the Charge has been discharged, the Assignee will, upon the request of the Assignor, and at the sole cost and expense of the Assignor, execute a re-assignment of the Leases and Rents to the Assignor.

- 14. The Assignor shall from time to time forthwith on the Assignee's request do, make and execute all such financing statements, further assignments, documents, assurances, acts, matters and things as may be required by the Assignee of or with respect to the Leases or the Rents or any part thereof or as may be required to give effect to this Agreement, and the Assignor hereby constitutes and appoints the Assignee the true and lawful Attorney of the Assignor irrevocably with full power of substitution to do, make and execute all such statements, assignments, documents, assurances, acts, matters or things with the right to use the name of the Assignor whenever and wherever it may be deemed necessary or expedient.
- 15. The Assignor will from time to time at the reasonable request of the Assignee furnish to the Assignee a copy of a current rent roll of the building on the Property showing the basic terms of all the Leases and if requested to the Assignee, give the Assignee a specific assignment of the Rents thereunder in a form satisfactory to the Assignee.
- 16. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Property except at a rent, on terms and conditions, and to tenants which are not less favourable than those which a prudent landlord would expect to receive for the premises to be leased.
- 17. Time is of the essence of this Agreement. Whenever two or more persons are under a liability hereunder such liability shall be both joint and several.
- 18. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is situate and the laws of Canada applicable therein.
- 19. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.
- 20. The Assignor acknowledges and agrees that there is no agreement between the parties to postpone attachment of the security interest created hereby.

**IN WITNESS WHEREOF** the Assignor has duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[ \_\_\_\_\_ ]

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
We have authority to bind the corporation.

**SCHEDULE A**

**PROPERTY DESCRIPTION**

**Legal Description:**

[ \_\_\_\_\_  
\_\_\_\_\_ ]

**Municipal Address:**

[ \_\_\_\_\_  
\_\_\_\_\_ ]