

**NATIONAL PARKS DOCUMENTATION**  
Reference should be made to Form R3322 Standard  
Instructions to Lawyer

**CONSENT TO MORTGAGE OF LEASE**

[Appropriate Parks Canada Letterhead]

I, \_\_\_\_\_, of the Town of \_\_\_\_\_,  
in the Province of \_\_\_\_\_.

\_\_\_\_\_, \_\_\_\_\_ National  
(Title of Minister's delegated official) (Name of Park)

Park, Parks Canada, Department of Canadian Heritage, do hereby consent on behalf of Her Majesty the Queen in right of Canada, to the here unto annexed MORTGAGE OF LEASE dated \_\_\_\_\_, \_\_\_\_\_

BETWEEN: \_\_\_\_\_

\_\_\_\_\_ as the Mortgagors

AND: \_\_\_\_\_

as the Mortgagee

subject to the rights and interests of any third party and to the payment of the rent and the performance and observance of the covenants and agreements contained in a lease which is dated \_\_\_\_\_, \_\_\_\_\_ as amended \_\_\_\_\_, \_\_\_\_\_, of the parcel of land described as follows:

Lot number \_\_\_\_\_ in Block number \_\_\_\_\_ as shown on plan of record number \_\_\_\_\_ in the Canada Land Survey Records at Ottawa, a copy of which has been deposited in the \_\_\_\_\_ Land Titles Office under number \_\_\_\_\_

This consent does not in any way relieve the Mortgagee, its successors and assigns, upon entering into possession of the leasehold estate, from the condition that it will comply, under all circumstances, with all the covenants and agreements reserved and contained in the said lease.

This consent is only a consent to the fact of the mortgage pursuant to the lease and is not a consent to any of the terms and conditions of the mortgage. Furthermore, the mortgage and this consent are subject to the National Parks Act and Regulations promulgated thereunder.

I have hereunto set my hand )  
 )  
this \_\_\_\_\_ day of \_\_\_\_\_ )  
 )  
\_\_\_\_\_, Parks Canada, )  
(Title) )  
\_\_\_\_\_ National Park )  
(Name of Park) )

**LETTER OF UNDERTAKING**

[Appropriate Parks Canada Address]

[date]

[Mortgagee]  
[branch address]

Request for Letter of Undertaking  
[Legal Description]  
\_\_\_\_\_ National Park

I refer to a letter dated \_\_\_\_\_, \_\_\_\_\_ from the law firm of \_\_\_\_\_, forwarded to this department at \_\_\_\_\_ in connection with the leasehold mortgage dated \_\_\_\_\_, \_\_\_\_\_, granted by \_\_\_\_\_ as mortgagor to \_\_\_\_\_, as mortgagee.

The property concerned is held by \_\_\_\_\_, under a lease dated \_\_\_\_\_, \_\_\_\_\_ (as amended \_\_\_\_\_) of the parcel of land for term of \_\_\_\_\_ years and \_\_\_\_\_ months commencing on \_\_\_\_\_.

On behalf of Her Majesty the Queen, in right of Canada, as represented by the Minister of Canadian Heritage, I hereby undertake and agree as follows:

- (A) If there shall be any breach or default of the covenants or agreements contained in the lease or any other events which by the lease entitles Her Majesty to terminate the lease, Her Majesty will not terminate the lease unless:
  - (i) the Mortgagee has been given thirty (30) days notice in writing to remedy such default, breach or other event, such time period to commence from the date of such notice herein after referred to as "the notice"; and
  - (ii) the Mortgagee has failed to remedy such default, breach or other event as provided in paragraph (B) hereunder.
- (B) The Mortgagee shall be deemed to have failed to remedy such breach, default or other event:
  - (i) if it fails to commence foreclosure proceedings within thirty (30) days from the date of the notice, and the default, breach or other event has not already been corrected; or
  - (ii) if it fails to commence other legal proceedings to remedy the default, breach or other event which, in the opinion of the Minister, are reasonable and sufficient, within thirty(30) days from the date of the notice, and the default, breach or other event has not already been corrected; and
  - (iii) if it begins any of the legal proceedings mentioned herein within thirty (30) days, but fails to proceed diligently, in the opinion of the Minister, with such legal proceedings, or having proceeded diligently with them, fails within such time that, in the opinion of the Minister, is reasonable to remedy the default, breach or other event.
- (C) Provided that the Mortgagee notify Her Majesty simultaneously with the commencement of legal proceedings against the Mortgagor, as provided for in Clause (B) above, Her Majesty will not unreasonably withhold Her consent to an assignment of the lease to a third party following the obtaining of a foreclosure order or an order for judicial sale by the Mortgagee, if such third party undertakes to comply, under all circumstances, with all the covenants and agreements reserved and contained in the said lease.
- (D) If the Mortgagee elects to enter into possession of the leased property, either directly or through an agent, or if as a consequence of foreclosure or other proceedings, the Mortgagee obtains a vesting order, or if the lease is disclaimed or surrendered under or pursuant to any law or statute enabling such disclaimer to be made, then provided that the Mortgagee gives reasonable notice to Her Majesty in advance of the same, Her Majesty, on application by the Mortgagee, will consent to the assignment of the lease to the Mortgagee in such circumstance, or will continue the lease with the Mortgagee as if the Mortgagee were the tenant thereunder, provided, however, no further assignment of the lease to a third party may be affected by the Mortgagee without the consent in writing of Her Majesty, which shall not be unreasonably withheld.
- (E) Notwithstanding anything herein, the Lessee, its successors and assigns, are not relieved from the obligation and duty of complying, under all circumstances, with all the covenants and agreements reserved and contained in the said lease and nothing shall be construed as a waiver of the rights and remedies available to Her Majesty against the Lessee as a result of a breach or default under the lease.
- (F) It is further understood and agreed that any consent granted by Her Majesty to an assignment of the lease to a Mortgagee pursuant to Clause (D) shall not relieve the Mortgagee, its successors and assigns, upon entering into possession of the leasehold estate, from the condition that it will comply, under all circumstances, in accordance with, and subject to, the provisions hereof, with all the covenants and agreements reserved and contained in the lease.

Yours sincerely,

\_\_\_\_\_.

(Title)

Parks Canada, \_\_\_\_\_ National Park  
(Name of Park)