**SECURED CREDITOR NON-INTEREST LETTER**

**TO:**

**AND TO:**

**DATE:**

Reference is made to the following registration(s) (the "**Existing Registrations**") against

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as debtor (the "**Debtor**") in favour of the undersigned under the *Personal Property*

*Security Act* ([Relevant Province]):

|  |  |  |
| --- | --- | --- |
| **Reference File No.** | **Registration Number(s)** | **Collateral Classification** |
|  File number:  | • | • |

The undersigned hereby agrees, confirms and acknowledges as follows:

1. The security interests evidenced by the Existing Registrations (the "**Subject Security Interests**") do not in any way relate or extend to, either directly or indirectly, any direct or indirect, legal or beneficial interest of any person in the personal property described in Schedule "A" or any security granted in respect thereof or any loans or advances made in respect thereof (collectively, the "**Subject Assets**").
2. The undersigned does not now, and in the future will not, claim a security interest or other encumbrance in the Subject Assets, will not rely on the Existing Registrations to perfect a security interest or other encumbrance in the Subject Assets.
3. The undersigned has not assigned or transferred the benefit of the Existing Registrations or the Subject Security Interests to any other person.
4. This confirmation and acknowledgement shall be binding upon the undersigned and its successors and assigns and shall enure to the benefit of •, •, and their respective successors and assigns.

**[Signature Page Follows]**

IN WITNESS WHEREOF the undersigned has duly executed this confirmation and acknowledgement as of the date indicated at the top of the first page hereof.

By:

Name:

Title:

**SCHEDULE A**

**Subject Assets**