Affix Franchisor's logo Insert Franchisor's name

 Insert Franchisor's address Fax: Insert Franchisor's fax no.

 Phone: Insert Franchisor's phone no.

 Website: Insert Franchisor's website

**COMFORT LETTER**

Insert date

ATB

Insert ATB's address

Attention: insert ATB Team Member's name and position

Dear Sirs/Madams:

**Re: Franchise Agreement between insert Franchisor's name (“Franchisor”) and insert Franchisee's name/s (“Franchisee”), dated insert date, in relation to insert address of Franchisor's franchise (“Premises”)**

We understand that ATB Financial, previously Alberta Treasury Branches (“**ATB**”) is prepared, in its discretion and upon terms satisfactory to it, to extend credit to the Franchisee in relation to the Premises.

This Comfort Letter should not, in any way, be construed as the Franchisor’s approval of the terms and conditions of the Franchisee’s financing arrangements with ATB (the terms and conditions of which financing arrangements we have not reviewed). This Comfort Letter is being delivered to ATB at its request.

It is the Franchisor’s policy to monitor the operations of our insert Franchisor's name franchises with the expectation that such franchised outlets are managed and operated:

1. pursuant to the terms and conditions of the franchise agreement between the franchisor and franchisee applicable to these outlets; and,
2. in such a way that franchisees should be positioned to meet their ongoing operational and financial obligations.

We have used, and we will continue to use, reasonable commercial efforts to support our insert Franchisor's name franchises’ potential success.

Upon written request from you, we will provide you with:

1. a copy of the Franchisee’s executed Franchise Agreement;
2. any financial statements and reports prepared by us or for us concerning the Franchisee, the principals thereof, or the franchised outlet; and
3. any material particulars known to us regarding viability of the franchised outlet.

Nothing in this Comfort Letter should be construed as a guarantee of the financial arrangements made between ATB and the Franchisee, nor is this Comfort Letter an assurance to ATB of the success or profitability of the Franchisee’s franchise.

In the event of default which results in the Franchisee ceasing to operate as a insert Franchisor's name franchisee:

1. We will provide you with written notice of termination of the Franchisee’s Franchise Agreement at least twenty (20) business days before the end of its stated term, as such stated term may be renewed or extended.
2. We will endeavor to identify a new franchisee that would be acceptable, both to us and to you (provided we have determined that our then-current standards for a franchised location and owner can be met in the future).

In connection with this, we agree to execute and deliver to you such records as you may reasonably request from time to time and in accordance with the requirements of applicable law.

1. [Insert where Franchisor maintains the head lease:] We will permit ATB’s access to the Premises so ATB can enforce its security interest in the Franchisee’s personal property[Where Franchisor does not maintain the head lease, seek a landlord’s consent instead].

Yours truly,

Insert Franchisor's name

Per:

Insert name

Insert title

cc. Insert cc'ed recipients, if any