FEB 1 0 2023 This is the 1<sup>st</sup> affidavit of Jason Evans in this case and was made on February 2, 2023

Court File No.: S2\( \)30255 Court Registry: Vancouver

### IN THE SUPREME COURT OF BRITISH COLUMBIA

#### BETWEEN:

WAYGAR CAPITAL INC., as agent for NINEPOINT CANADIAN SENIOR DEBT MASTER FUND L.P.

**PETITIONER** 

### AND:

THE VERY GOOD FOOD COMPANY INC., 1218158 B.C. LTD., 1218169 B.C. LTD., THE CULTURED NUT INC., THE VERY GOOD BUTCHERS INC., LLOYD-JAMES MARKETING GROUP INC., and VGFC HOLDINGS LLC

RESPONDENTS

#### **AFFIDAVIT**

I, Jason Evans, Business Person, of PO Box 21043 Maple Ridge Square RPO, Maple Ridge, in the Province of British Columbia, AFFIRM THAT:

- I am a co-owner of Modern Forklift Services Ltd., as such I have personal knowledge of the
  facts and matters deposed to, except where the same are stated to be based on information and
  belief and as to these last-mentioned matters, I verily believe them to be true.
- 2. On or about January 16, 2023 the Petitioner obtained a receivership order over The Very Good Food Company Inc. and related companies before The Honourable Mr. Justice Paul Walker (the "Receivership Order"). The Receivership was obtained on short notice.
- 3. At that time the applicant, Modern Forklift Services Ltd., was leasing a total of seven Forklifts to The Very Good Food Company Inc.:

- a) Caterpillar Counterbalance forklift 5000lbs capacity
- b) Crown RC5500 Quad Mast 400lbs capacity
- c) Crown RC5500 TT Mast 3000lbs capacity
- d) Crown RR5700 Reach Truck 3500lbs capacity
- e) JLG Scissor Jack
- f) 2 x Hester W40 Electric Pallet Jacks 4000lbs capacity \$500.00/month

(collectively "the Forklifts")

- 4. Lease payments were due on the 11<sup>th</sup> of the month for five of the Forklifts, and the 18<sup>th</sup> of the month for the remaining two Forklifts.
- 5. Now shown to me and marked as Exhibit "A" to this my Affidavit are true copies of the fronts of the lease agreements for the Forklifts.
- 6. We have registered the leases with the Personal Property Security Registry. Now shown to me and marked as Exhibit "B" to this my Affidavit are true copies of the PPSR printouts obtained through BC Online.
- 7. The lease agreement between the applicant and The Very Good Food Company Inc. provided that failure to pay rent in accordance with the lease was a default, and further provided any receivership order against The Very Good Food Company Inc. was a default. Now shown to me and marked as Exhibit "C" to this my Affidavit is a true copy of the back of our standard form lease agreement. All of the lease agreements have these same terms.
- 8. The lease agreement permits the applicant to take possession of the Forklifts on default and to terminate the lease agreement upon default.
- 9. In the interim, the receiver has not paid rent on the Forklifts.
- 10. We are suffering financial harm as a result of the failure of The Very Good Food Company to meet their lease payments and we have alternate customers interested in the Forklifts.
- 11. I assess the current market rent for the Forklifts is as follows:

- Caterpillar Counterbalance forklift 5000lbs capacity \$1300.00/month
- Crown RC5500 Quad Mast 400lbs capacity \$1450.00/month
- Crown RC5500 TT Mast 3000lbs capacity \$1300.00/month
- Crown RR5700 Reach Truck 3500lbs capacity \$1450.00/month
- JLG Scissor Jack \$1000.00/month
- 2 x Hester W40 Electric Pallet Jacks 4000lbs capacity \$500.00/month each = \$1000.00/month
- Total: \$7500.00/month plus all applicable taxes.
- 12. I swear this Affidavit in support of an order The Very Good Food Company return Forklifts and we be granted access to their premises to reclaim the Forklifts.

SWORN BEFORE ME at Vancouver, British Columbia, this 2 day of February, 2023.

A Commissioner for taking Affidavits for the Province of British Columbia

Kenneth Armstrony

JASON EVANS

This is Exhibit " " to the Affidavit of Sworn (or affirmed) before me at VMWVW ,B.C. this Zday of Source 20 Z.

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A Commissioner/Notary Public for the Province of British Columbia

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Tr. Carber

Page: 1

BC Online: DOCUMENT PRINT

2021/01/26

Lterm: XPSP0050

For: PA68697 MODERN FORKLIFT SERVICES LTD

11:49:20

A G R E E M E N T \*\*\*\*\*\*\*\*\*\*\*\* 

Reg. Date: JAN 26, 2021

Reg. Length: 3 YEARS .

Reg. Time: 11:49:20

Expiry Date: JAN 26, 2024

Base Reg. #: 730730M

Control #: D7290030

Block#

S0001 Secured Party: MODERN FORKLIFT SERVICES LTD

PO BOX 21043 MRSQ RPO MAPLE RIDGE BC V2X1P7

D0001

Base Debtor: THE VERY GOOD FOOD COMPANY

(Business) 2768 RUPERT STREET

VANCOUVER BC V5M3T7

Vehicle Collateral:

	Туре	Serial #	Year	Make/Model	MH Reg.#
V0001	MV	1A337040		CRWON 3000LBS END RIDER	
V0002	MV	B218N28984L		HYSTER 4000LBS JACK	
V0003	MV	B218N15391F		HYSTER 4000LBS JACK	
V0004	MV	AT3504148		CATERPILLAR 5000LBS	
V0005	MV	0200233913		JLG SCISSOR LIFT	
V0006	MV	1A354431		CROWN 4500LBS REACH TRU	CK

General Collateral:

FORKLIFTS - CROWNS, HYSTERS, CATERPILLAR, JLG

>>>>>>>> >>>>> END OF DOCUMENT PRINT <<<<<<<<<<<<<<<<<<<<<<<<><<<<>>><</>>

\_" to the Affidavit of

sworn (or affirmed) before me at

A Commissioner/Notary Public for the

Province of British Columbia

#### Terms & Conditions (cont.)

- a. INTEREST ON OVERBUSE PAYMENTS: Customer shall without notice pay interest at the rate of eighteen percent (18%) per ennum, calculated and compounder monthly and not in advance, on: (A) any past due rental payments (8) any amounts which beer interest scording to this Lease and (C) any other amounts due to Lessor hereunder which are not paid on their due dates; in each case from the date any such amount becomes due or interest bearing, before and after maturity, default and judgement, until such arrears or other amounts are paid in full.
- interest bearing, before and after maturity, default and judgement, until such arcears or other amounts are patid in full.

  3. PRE-AUTHORIZED PAYMENTS: Unless the Net Pental Payment &creeds \$150 per payment, and Customer has requested invoices pursuant to the Invoice Option set forth above and pays all less associated therewith. Customer's Bank noted above is hereby authorized and directed to: (A)debit Customer's account set forth above for all payments to be drawn on Customer for payment to Lessor which are presented for payment by Lessor or baseor's agent, and (5) make all such payments to Lessor or Lessors agent from such account; such payments may be requested in the form of magnetic or computer-produced tape in which case such Bank is hereby authorized to freat them as signed by Customer. Customer agrees in consideration as such Bank acting on this authorization, that such institution will not be failed for any loss or damage incurred as a result of honouring his authorization. If such account is transferred to another branch, this authorization and to the customer agrees. This authorization may not be revoked without Lessor's consent. Lessor is hereby Irrevocably authorized to deliver a copy, details or further or vidence of this authorization to such Bank. Customer any Transaction. Schedule to this Lesse.

  1. INSTALLATION. MAINTENANCE AND REPORTS. Customer shall, at its expense, by responsible for (A) the delivery, installation, do installation and
- regressive arrang unser any transaction Sonedule to this Lease.

  In INSTALLATION, MAINTENANCE AND REPAIR: Customer shall, at its expense, be responsible for (A) the delivery, installation, do installation and re-delivery of the Equipment and (8) the maintenance, upkeap, service and repair (including necessory replacement of parts) ("Maintenance") of he equipment, in both cases by a party acceptable to Lessor. Customer shall at its expense keep the Equipment in good repair, condition and work-not over the control of Lessor makes any alterations, additions or improvements to the Equipment, all such iterations, additions or improvements shall be at Customers expense and shall belong to, and become property of Lessor intendictly upon being rade. On Lessor's request, Customers shall unter into a Maintenance agreement respecting the Equipment with the manufacturer thereof or other Valintenance supplier acceptable to Lessor.
- 11. USE: Customer shall use the Equipment in a careful and prudent manner and not for any unlawful purpose and shall at Customer's expense comply with and conform to all applicable laws, ordinances and regulations (including laws, ordinances and regulations concerning environmental matters) relating to the possession, use or Maintenance of the Equipment. Customer shall only use the Equipment for in connection with its business and only for commercial, industrial, professional or handcraft purposes and shall not use the Equipment for any personal, family, household or farm-
- 12. LOSS AND DAMAGE: Customer shall until this Lease is farminated and Customer's obligations hereunder are discharged in full (including the etum of the Equipment), bear the entire risk of loss, damage, obstruction, theft, setzure or governmental taking of the Equipment or any part there-it (any such case being a "Loss") regardless of whether it is caused by any default or neglect of Customer. No Loss shall relieve Customer of its obligations hereunder.
- 13. TITLE AND IDENTIFICATION: The Equipment is and shall at all times be and remain the sole personal and moveable property of Lessor, shall 13. ILLE AND VIDENTEGATION: The Equipment is and shall at all times be and remain the sole personal and moveable property of Lessor, shall not be affixed or attached to or otherwise become a fixture or accession to any lands, buildings or citatible, nor shall fixed become intermediate of the Equipment except as expressly set forth herein. Customer shall not allow the caupiment to become subject to any claim, privilege, lies, charge, excumbrance, levy, security, interest, mortgage, allodge, hypothecation, setzure, trust, attachment, fuelcial process, ownership, inherest, floense, sublesse or any other right in favour or any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor. At Lessor's request Customer shall at Dustomer's expense service and mialitatin on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates, or other marks supplied by Lessor to Identify the Equipment as the property of Lessor.
- 14. LOCATION AND INSPECTION: Customer shall maintain the equipment at the Equipment location specified in the Lease Details and shall not nove the Equipment from such location. Lessor shall have the right to inspect the Equipment and Customer's Maintenance, insurance and Tax seconds at any time.
- IS. NET LEASE: ALL COSTS AND EXPENSES RELATING TO THE EQUIPMENT OR ITS USE MAINTENANCE OR POSSESSION SHALL BE BORNE BY JUSTOMER, INCLUDING, ALL TAXES AND ALL FEES, CHARGES, CLAIMS AND FINES INCURRED OR ARISING IN CONNECTION WITH THE REGISTRATION, LICENSING OR OPERATION OF THE EQUIPMENT. The realial payments and other amounts goyable bereunder shall be absolutely not to east or long the expenses or outgoings of any kind or nature. If Customer falls to perform any of its obligations hereunder, Lesson may do so on lastomers behalf and shall be entitled to immediate reinhoursement from Customer, without prejudice to any other Lessor's rights or remedies, and Justomer appoints Lessor its lawful attorney for such purposes.
- If AMES: Customer shall pay all Taxes and file all returns in respect of Taxes Immediately upon such Taxes or returns becoming due. "Taxes" notudes all taxes, levies, fees, duties, and charges now or hereafter imposed by any federal, provincial, municipal or reliabre taxelian authority on usetomer, the Equipment or the purchase, sale, ownership, delivery, possession, use. Maintenance or lease of the Equipment or a Lessor in respect if any of the foregoing including sales, excise, use, property, business, transfer, goods and services and value added taxes, and including penalties in interest based on late payment of taxes, but excluding taxes on or measured by Lessor's overall net facome. Lessor stall be entitled to delian any splicable capital cost allowance, investment fax credit or similar benefit under applicable tax legislation from time to time pertaining to the output ment and/or the Lesses and Customer shall not make any such claim in respect thereof:

  \*\*IMMIRANCE\*\*\* Customer shall not trake any such claim in respect thereof:
- igitipment and/or the Lease and Customer shall not make any such claim in respect thereof.

  7. INSURANCE: Customer shall at its own expense, place and maintain with Insurers acceptable to Lessor: (a) Comprehensive all risks insurance in the Equipment of risk if replacement value, such insurance to include; (i) Lessor as named insured; (ii) a loss payable clause in favour of Lessor, and (b) General public lability equal to at least \$1,000,000 per occurrence (or uch greater amount as Lessor may require from time to lime), and such insurance shall (b) extend to all liability on Customer arising out of its use in possession of Equipment, (ii) include Lessor as a named insured; and (iii) include a cross-liability provision which insures each person insured hereunder in the same manner and to the same extend as if a separate policy had been lessued to each. All insurance polities shall contain endorse-anist providing that; (a) thirty days written notice shall be given to Lessor bardors a pricing legass or in attentially altered or cancelled; (8) coverage hall be primary and not contributory; (5) Lessor's interest as named insured shalf not be invalidated or otherwise affected by any act or unission, segigent or otherwise; of Glostomer or its agents, servants or employees (such as a "standard mortgage clause." (b) Lessor shall not be responsible for payment of any premium; and (6) Lessor may elect to have all proceeds of loss payable only to itself. Customer shall, on request, supply sessor with certified copies of all insurance politices or other evidence satisfactory to Lessor of satisfaction of the survance occurrents. In the event of damage amounting to actual or constructive total loss of the Equipment, Lessor shall be entitled to relain from all insurance proceeds an amount qual to the total amount payable to Lessor by Customer harecunder as Liquidated Dameges.

  8. FARLURE TO INSURE: If Customer falls to fulfill its Insurance obligations hereunder, this, without prejudice to Lessor's other rights and reme-
- qual to the total amount payable to Lessor by Customer hareunder as Liquidated Damages.

  8. FALURET OI MSURE: If Customer falls to fulfill its insurance obligations hereunder, then, without projudice to Lessor's other rights and remelles, Lessor shall have the right, but not the obligation, to produce insurance covering Lessor's loterast ( but not Customer's interest) in the galpment in such form and amount and with such insurance programs are affiliated with Lessor's as Lessor shall determine from time to time, if all Customer's expenses. Such expenses of the store of the country of
- nee coverage which Lessor may arringe, or allow same in lapse without induring any liability to Customer. 9. REPRESENTATIONS: Customer represents, warrants and coverants throughout the term that; (A) If Customer is a body corporate it is and will can be validly incorporate (or otherwise established), organized and existing and in good standing; (B) it has all necessary power and ulhorify to execute, deliver and perform this Lesse, such as (i) having been duly authorized by all necessary action of Customer, (ii) not being in cultic with any applicable law, the constating documents, resolutions or by-laws of Customer or any indentive, instrument, agreement or undersking to which it is a party or by which it or any of its assets are or may become bound, and (iii) not resulting in any encumbrance on the quipment(c) this Lesse is and will continue to be the legal, valid and binding obligation of Customer enforceable gainst it and effective against its reditors in accordance with its terms; (0) there are no pending or intreatened actions or proceedings before any court, administrative against its reditors in accordance with its terms; (0) there are no pending or intreatened actions or proceedings before any court, administrative against its reditors in accordance with its terms; (0) there are no pending or intreatened actions or proceedings before any court, administrative against its reditors in accordance with its terms; (0) there are no pending or intreatened actions or proceedings before any court, administrative against its reditors and an other related before a material adverse effect on Coustomer; (5) financial statements and other related from all of the related by Customer because of the proceedings before any court, administrative against its and effective against its and effective against its and effective against its orditors in accordance with its terms; (1) the against any administrative against and administrative against and administrative against and administrative against and administrative against a
- D. SUBLEASING ETC: Customer shall not sublet or part with possession or control of the Equipment or permit its use by any person other than ustomer or employees of Customer who are qualified and competent to operate same. Neither this Lease nor Customer's rights hereunder shall be ssigned by Customer except with Lessor's prior written consent.
- signed by Customer except with Lessor's prior written consent.

  SURRENDER: At the end of the Term or any renewal hereof; if Customer has not purchased the Equipment pursuant to a section 29 Purchase pilon, Customer, at Customer's expense, shall surrender control of the Equipment to Lessor and shalt; (A) after giving Lessor 30 days prior writin notice, return the Equipment to Lessor at Lessor's nonest office or other piace specified by Lessor or (B) if requested by Lessor, dispose of the quipment as Lessor reasonably directs, including disposition in a manner winth wild avoid any disagrecus uses between or dispose of the quipment or properly therefrom. Wherever Customer is required to return the Equipment to Lessor the Equipment shall be in good repair, condition of working order and Customer shall gray at coals of Maintenance and restoration of Equipment returned to reasonable manner in the shall be a second of the property therefore and customer shall gray at coals of Maintenance and restoration of Equipment etermed to restore it to its andition on the date this Lessor commenced, normal wear and bear accepted. Customer shall if Lessor is requests, store the Equipment at ustomer's fisk and expense and a Lessor's balle for a particle of up to 90 days after the end of the Term. Customer shall not use the Equipment coal; rental payments for the Equipment during such period but shall otherwise be bound by all of the terms of this Lesso during such period.

  REREMENT: (Customer lists) in sucreative the end of the and of the Term coan expense the acceptance and expense.
- rigay rental payments for the Equipment during such period but shall offlerwise be bound by all of the terms of this Lease outring such period. 

  2. RENEWAL: If Customer tails to surrender the Equipment at the end of the Term or any renewal thereof, or to purchase the same pursuant to a action 29 Purchase Option, Customer shall be deerned to have requested a renewal of this Lease for a period of three (3) calendar months and issor may, in its sole discretion; (A) demand the surrender of the Equipment in compliance with Section 21 and exercise its rights and remedies in such non-compliance or (3) except Gustomers request to renew this Lease for a three (3) month period connecting on the end of the Term or least renewal thereof. Such acceptance may be evidenced in writing signed by Lessor continuing to invoice Customer, withdrawing rental payments the respect of such renewal period. Customer shall continue to have all of its obligations under this Lease, including the obligation to pay Lessor rental payments, as it had during the Term and all provisions "this Lease shall apply to any such renewal term.
- ENTRY: If Customer fails to surrander the Equipment to Lessor as required under this Lesse, Lessor may, without notice to Customer or resort legal process, but subject to any applicable law, enter any premises where the Equipment is located and take possession of and remove or dis-ile such Equipment.
- In DEMINITY. Customer hereby indemnifies Lessor and agrees to save lessor harmless from and against all costs, flabilities, claims, legal proedings and expenses (including legal fees and costs) whatsoever arising in connection with this Lease, the Purchaso Documents, any License, the
  uploment, the manufacture, selection, purchase, cownership, clettery, prossession, use, Mathemace, operation, Cose or return of the Equipment,
  xxs, the necovery of claims under any insurance policy relating to the Equipment, any use or operation of Equipment which intrings any palent or
  the industrial or intellectual property right of any person, any Ordanth by Customer, the exercise by Lessor of any rights or remedies hereunder or
  y entry or taking of possession, removal or disabling of Equipment pursuant to Section 23.
- y entry or taking of possession, removal or disabling of Equipment pursuent to Section 23.

  DEFAULTS: Each of the following is a default by Customer (a "Befault"); (a) Customer fails to make any rental payments or pay any other rounts due under this Lease within 10 days after the same is due and payable; or (b) Customer fails to perform, observe or comply with any other idigation, term or condition on its part to be performed, observed or complied with hereunder; or (c) any event of default occurs under any other se or contract between Leaser and Customer or under any material agreement between tolknown and any other person; or (d) any representant or werranty made to Lessor in or in connection with this Lease is incorrect; or (e) the Equipment or any part thereof is subjected to an excumination or insertially impaired due to loss; or (f) Customer makes any assignment for the henelf of its creditors, becomes insolvent, mmilts any act of bankruptcy, takes any action are wind-up or dissolve, cases or threatens to cases to do business as a going concern, is subject a change in control in fact in law or seeks any arrangement or composition with its creditors; or (g) any proceeding in behaviour, receivership, indiquent, dissolvention, liquidation or insolvency; is commenced by or against Customer or its property; or (th) Lessor in good falls believes and has immercially reasonable grounds to believe that the prospect of payment or performance by Customer under this Lease is or is about to be impoired.

Lessor's other rights and remedies under this Lease and otherwise available at law or in equity; (a) Customer shall pay forthwith (without notice) to Lessor Riquidated damages, and not as a penalty, an amount (the "Liquidated Damages") equal to the aggregate of (2 unpaid rental p.yments and other amounts payable horeunder unpaid as of the date of the Default, and (ii) the present value (calculated on the basis of 5 parcent (6%) per annum calculated and compounded monthly) of (3h the remaining rental payments payable from the date or Default on the basis of 5 parcent (6%) per annum calculated and compounded monthly of (3h the remaining rental payments payable brown the date or Default on the basis of 5 parcent (6%) per annum calculated and prevaled payments payable from the date or Default may remain the processor pay have in Equipment, and (iii) any Enforcement Costs incurred by Lessor, and (kr) interest haven from the date of Default until payment in first, in the extent that the Liquidated Damages are deemed to include any Taxes which large is required to remain a calculated and payment payment in first, in the extent that the Liquidated Damages are deemed to include any Taxes which large is required to remain a calculated above; (b) upon Lessor's demand, Customer, and any Taxes which capanis, and any the payment in t

27. SALE ON DEFAULT. Lessor after a Obalit sell, re-lesso or otherwise dispose of Equipment at public or private sale with or without notice to Customer and upon such manner as Lessor may determine. Customer shall thereafter continue to be liable to Lessor far the amount of any deliciency between the proceeds to Lessor from such disposition and the Uquidated Charges. If at any time after a Default and prior to Lessor obtaining possession of the Equipment (sustomer pays to Lessor the Liquidated Charges. If at any time after a Default and prior to Lessor obtaining on an "as is, where is" basis without any condition, representation or warranty whatsoever.

28. EFFECT OF WAIVER: No delay in exercising of failure to exercise, any right or remedy according to Lessor under this Lesse will impair or waive such right or remedy, nor will a waiver of any single Default be dearmed a valver of any other prior, subsequent or concurrent Default. Any waiver, permit, consent or approval on the part of Lessor in respect of this Lease must be in writing and shall have effect only to the extent specifically set lorth in such writing.

Goth in such writing.

28. PURCHASE OPTION: In this section: (a) "Default" means any existing Default and any event or circumstance which, with the giving of notice or the tapse of time or both, world constitute a Default and (b) "Fair Market Value" means the delivered and installed, all inclusive, purchase price for equipment in good repair in a sale between an arms tength purchaser buying for its own use and a selfer deating in such aquipment in the ordinary course of its business, as such purchase price is determined by the Leasor acting reasonably Provided no Default exists, any Purchase Option set forth in the Leasor betails shall be exercised by the Customer; (i) giving Lessor (60) days prior to the Option Date of its selection to exercise such Option and (if) paying Lessor (b) paying Lessor, by the Option Place, Pips Taxes, at least hight; (30) days before the Option Date. After the giving of such notice and the making of such payment, provided no Default exists on the Option Date on an "as is, where is "basis without any condition, representation or warranty by Lessor of any kind whatsoever except that the Customer acquires such Inferest from Lessor free of Encumbriances caused by Lessor.

acquires such Inferest from Lessor free of Encumbrances caused by Lessor.

38, CUSTOMER HERESY WAIVER: TO THE EXTENT ROY PROHIBITED BY LAW OR STATUTE, CUSTOMER HERESY WAIVER STHE BENEFIT OF ALL APPLICABLE CONDITIONAL SALES, CREDIT AND OTHER STATUTES AND ALL REQULATIONS MADE THEREUNDER IN ANY APPLICABLE JURISDICTION WHICH WOULD IN ARY MANNER EFFECT, RESTRICT OR LIMIT THE RIGHTS AND REMEDIES OF LESSOR HERDER, including, without filmling the generality of the foregoing, all of Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights Act of Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights Act of Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights Act of Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights Act of Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights Act of Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights and Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights and Saskatchevara, as amended, Customer's rights, benefits and protections given or afforded by the provisions of the Limitation of Civil Rights.

- and further walves any right to demand security for costs in the event of litigation.

  31. LESSOR WARRANTES: Lessor warrants that on the date this Lease commences it is the owner of the Equipment, free and clear of any Encumbrance caused by Lessor, save for Culotioner's rights hereunder. Except as otherwise set forth herein, but without effecting Lessor's warranties set forth in any other agreement (all of which Customer acknowledges do not affect or form part of this Lease). Lessor makes no representation whatscover as a to the durability, quality or condition of the Equipment of any substituting that the Lease for tax or accounting classification purposes). No representation to Customer as to the Equipment or any other matter whitsore and expense of Customer and white there is no Default, Lessor will (A) assign to the Customer for the Term any and all WARRANTIES, guarantees, service contracts. Licenses and representations given to Lessor by the Vendor or a manufacturer or supplier of the Equipment (Figulation entracts). The Equipment of the E
- OF USE OF THE GOLIPMENT OR FOR ANY LOSS OF BUSINESS OR SAMAGE WHATSOEVER AND HOWSOEVER CAUSED.

  32. ASSIGNMENT: This Lease and all rights, remedies and benefits of Lessor hereunder may be assigned by Lessor without notics to or the consent of Customer and Customer hereby accepts such assignments and walves signification of the act of assignment and the delivery of a copy of any assignment document. Upon such assignment, (A) the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits which would otherwise accure to the original Lessor or order the Lessor (B) the Assignee shall have no obligation to Customer to perform any of the odigations of the original Lessor and the Lessor, and (D) accuments in the hermoder as against the original Lessor and (D) accuments in the hermoder as against the original Lessor and (D). The Assignee and performents of the original Lessor and (D) accuments in the hermoder as against the original Lessor. The compensation, counterclaim or the like which Customer agrees not to assert against the Assignee any claim by way of abstracers, delete, compensation, counterclaim or the like which Customer may have against the original Lessor. Upon notice of an assignment, Customer shall unconditionally pay to such assignee all remain payments and other amounts due hereunder and shall not assert any defense against such Assignee in any action for rental payments or other amounts due hereunder, except the defense of payment to the Assignee. Assignee
- 33. CREDIT INVESTIGATION: Subject to applicable legislation, Customer hereby consents to Lessor conducting a credit investigation of Customer and to Lessor making inquiries with financial institutions or other persons in a business relationship with Customer in connection therewith; Customer hereby authorizes and directs such persons to answer Lessor's enquiries. Customer agrees to furnish to Lessor, (A) a copy of its Interim financial statemants and other related information, as Lessor may request from time to time; and (B) its annual financial statements, audited if applicable, within ninety days of the end of each financial year.
- A3. SECURITY INTERESTS: To sacure Customer's performance of its obligations hereunder Customer grants Lessor a continuing security interest in any interest Gustomer has in the Equipment, in all proceed thereof (including proceeds of insurance) and in any rental payments receivable on any sublease permitted by Lessor, Customer agrees that Lessor has all rights of a secured party under any applicate personal property security legislation and at law and in equity. To the extent this Lease creates a security interest and proceed personal property interest security interest; and proceed personal property interest are used in the Personal Property Security Act 1989 (Ontario), and shall be interpreted with similar effect under analogous legislation in lorce in any other relevant jurisdiction.
- 35. FEES: Lessor shall be entitled to charge Customer such fees and other charges as it may establish from time to time for the administration of and ancillary matters to this Lease, including a fee of \$20 for each security registration required in connection with this Lease and such less for invoices as Lessor may from time to time establish.
- All NAME CHANGE ETC: Customer shall promptly notify Lessor in writing of: (A) any change in Customer's name; (B) any transfer, authorized or unauthorized, by Customer of any interest or benefit from the Equipment; (O) any change, authorized or unauthorized, by Customer in the location of any Equipment; and (D) any change in the location of Customer's Head Office specified above.
- 37. INFORMATION: Customer agrees that Lessor may provide copies of this Lease and/or information concerning Customer and its obligations here
- under to any person:

  38. ADDITIONAL EQUIPMENT: Lessor and Customer may from time to time agree to lease additional equipment pursuant to these Terms & Conditions and the above Customer information and invoice Option and each such agreement shall be avidenced by a written exchedule referencing this initial Lease (a "Transaction Schedule"), signed by Customer and Lessor and setting forth the particulars of such equipment lease transaction including the matters addressed by the above Lease Details and including any amendments to the Customer information or Terms & Conditions which are applicable to that transaction set forth in the above Lease Details shall not apply to subsequent transactions but the Terms & Conditions invoice Option and Customer Information of this Lease are incongrared by reference into each Transaction Schedule shall apply mutatis mutantis, to the transaction specified in such Transaction Schedule; such Customer Information, Terms & Conditions Invoice Option and each Transaction

This is Exhibit "\_\_\_\_" to the Affidavit of sworn (or affirmed) before me at this I day of ferry 2023 A Commissioner/Notary Public for the

Province of British Columbia

"Excumbrance" ( - 18, such Encumbrance is caused by Lessor. At Lessor's request Customer shall at Customer's expense service and maintain on the Editionatin, 8. a manner and in places satisfactory to Lessor, labels, pietes, or other marks supplied by Lessor to Identify the Equipment as the property of Lessor.

14: LOCATION AND INSPECTION: Customer shall maintain the equipment at the Equipment focation specified in the Lease Ostails and shall not move the Equipment from such location. Lessor shall have the right to inspect the Equipment and Customer's Maintenance, Insurance and Tax

15. NET LEÂSE: ALL COSTS AND EXPENSES RELATING TO THE EQUIPMENT OR ITS USE MAINTENANCE OR POSSESSION SHALL BE BORNE BY 10. WELLEWISE MALL LUCY SYMBOL EXPENSES RELATING TO THE EDUPMENT ON ITS USE MAINTENANCE OR POSSESSION SHALL BE BORNE BY CUSTOMER, INCLUDING, ALL TAXES AND ALL FEES, CHARGES (LAIMS AND CHESS INCUSTRED OR A RISING TO CONNECTION WITH THE REGIST FRATION, LICENSING OR OPERATION OF THE EQUIPMENT. The rolate payments and other amounts payable hereunder shall be absolutely not to Lessor, fee of all expenses or outgoings of any kind or return. If Customer falls to perform any of its obligations hereunder, Lessor may do so on Customers behall and shall be entitled to immediate reimbursement from Customer, without prejudice to any other Lessor's rights or remedies, and Customer and the state of the standard laterage for each management. Customer appoints Lessor its lawful attorney for such purposes.

Taxes or returns becoming due. Taxes in some automay for soon purposes.

16. TAXES. Customer shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes" includes all taxes, lavies, fees, duties, and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on Customer, the Equipment or the purchase, sale, ownership, delivery, possession, use. Maintenance or tease of the Equipment or on Lessor in respect of any of the foregoing including sales, exitse, use, properly, business, transfer, goods and services and value added taxes, and including panalties or interest based on late payment of taxes, but excluding taxes on or measured by Lessors overall ref income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or the Lease and Customer shall not make any such claim in respect thereof.

Equipment and/or the Lease and outstimer shall not make any soon dash in respect mereor.

17. INSURANCE: Customer shall at its own exponse, place and maintain with insurers acceptable to Lessor: (a) Comprehensive all risks insurance on the Equipment for its full replacement value, such insurance to include: (i) Lessor as named insured; (ii) a loss payable clause in favour of Lessor as first payer, and (iii) a variver of subrogation in favour of Lessor as this place, and (iii) a variver of subrogation in favour of Lessor; and (ii) General public liability equal to at 181,000,000 per occurrence for such greater amount as Lessor may require from time to time), and such insurance shall (i) extend to all liabilities of Customer arising out of its use or possession of Equipment, (ii) include Lessor as a named insured; and (iii) include a cross-liability provision which insures each person insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each. All insurance policies shall contain andorsethereunder in the same manner and to the same extent as if a separate policy had been issued to each. All insurance policies shall contain endorse-ments providing that (A) thirty days written notice shall be given to Lessor before a policy pagess or is malarially altered or cancelled (8) coverage shall be primary and not contributory. (6) Lessor's interest as named insured shall not be invalidated or otherwise affected by any act or amission, negligent or otherwise, of Customer or its agents, servants or employees (such as a "standard mortgage claims," (6) Lessor shall not be respon-ible for payment of any premium; and (6) Lessor may elect to have all proceeds of loss payable only to itself. Customer shall, on request, supply Lessor with certified copies of all insurance policies or other evidence substactory to Lessor de satisfaction of these insurance occurants. In the event of damage amounting to actual or constructive total toes of the Equipment, Lessor is half be entitled to retain from all insurance proceeds an amount equal to the total amount payable to Lessor by Customer hereunder as Liquidated Damages.

equal to the folial amount payable to Lessor by Customer hereunder as Liquidated Damages.

18. FAILURE TO INSURE: If Customer fails to fulfill its insurance obligations hereunder, then, without projudice to Lessor's other rights and remedies. Lessor shall have the right, but not the polipation, to procure insurance covering Lessor's interest (but not Customer's Interest) in the Equipment, in such form and amount and with such insuriner (including an insurer affiliated with Lessor) as Lessor shall determine from time to time, all at Customer's express. Such expense to, the insurance payables of the for services associated with the placement, maintenance or service of such insurance, plus therest accruting on such expense at the Interest rate provided herein for evertue amounts until such expanse to reflectives dely Quistomer shall cooperate with Lessor's nequal Installments in the same time and in the same manner as the remaining renial payments. Quistomer shall cooperate with Lessor's insurance agent in connection with the placement of such insurance and the processing of any claims, Nothing herein shall ecdeamed to obligate or entitle Lessor to act as an insurer hereunder or to arrange any insurance for the benefit of Customer. Nothing herein shall require Lessor to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. Lessor reserve the right to terminate any insurance between the processing of the processing or properties the right to terminate any insurance of the processing or properties of the processing or such processing the processing of the p

ance coverage which Lessor may arrange, or allow saine to lapse without incurring any liability to Customer.

19. REPRESENTATIONS: Customer represents, warrants and covenants throughout the term that; (A) If Customer is a body corporate it is and will confiture to be validly incorporate (or otherwise established), organized and existing and in good standing; (B) it has all necessary power and authority to execute, deliver and perform this Lease, such as (i) having been duly authorited by all necessary action of Customer. (ii) not being in conflict with any applicable law, the constaining documents, resolutions or by-laws of Customer or any indexine, instrument, agreement or undertaking to which it is a party or by which it or any of its assets are or may become bound, and (iii) not resulting in any encumbrance on the Equipment,(C) this Lease is and will continue to be the legal, valid and binding obligation of Customer antonials against it and effective against its creditors in accordance with its terms; (D) there are no pending or threatened actions or proceedings before any court, administrative agency or other thoursel that could have a material adverse effect on Customer. (E) financial statements and other related information furnished by Customer to reported in accordance with generally accepted accounting principles and fairly present Customer's financial position on their respective dates; and (F) to evidence the foregoing Customer shall provide legal opinions, resolutions and such other documents as Lessor may reasonably request.

20, SUBLEASING ETC: Customer shall not sublet or part with possession or control of the Equipment or permit its use by any person other than Customer or employees of Customer who are qualified and competent to operate same. Neither this Lease nor Customer's rights hereunder shall be assigned by Customer except with Lessor's prior written consent.

assigned by Customer except with Lessor's prior written consont.

27. SURPENDER: At the end of the Term of any renewal thereof, if Customer has not purchased the Equipment pursuant to a section 29 Purchase Option, Customer, at Customer's expense, shall surrender control of the Equipment to Lessor and shall; (A) affer giving Lessor 30 days prior written notice, return the Equipment to Lessor as Lessor as Lessor's nearest office or other place specified by Lessor (B) if requested by Lessor dispose of the Equipment as Lessor reasonably directs, including disposition in a manner which will avoid any dangerous are therefore or damage or fujory to any person or property therefrom. Whenever Customer is required to return the Equipment to Lessor the Equipment shall be a lingual representation of the Control of Equipment shall be a lingual representation of the Control of

or pay remai payments for the Equipment during such period but shall otherwise be bound by all of the terms of this Lease during such period.

22. RENEWAL: If Customer fails to surrender the Equipment at the end of the Term or any renewal thereof, or to purchase be as me pursuant to a Section 29 Purchase Option, Oustomer shall be deemed to have requested a renewal of this Lease for a period of three (3) calandar months and Leasor may, in its sole discretion; (A) demand the surrender of the Equipment in compliance with Section 21 and exercise its rights and remedies for such non-compliance or (3) accept Customer's request to rease whis Leaso to a line (3) month period connecting on the end of the Term or the last reswall thereof. Such acceptance may be evidenced in writing signed by Lessor continuing to Invoice Customer, withdrawing rental payments pursuant to a pre-authorized payment plan or otherwise accepting rental payments in respect of such renewal period. Customer shall continue to have all of its obligations under this Lease, including the obligation to pay Lessor rental payments, as it had during the Term and all provisions of this Customer shall continued.

2. ENTRY (Customer table to surrender the Equipment of the Customer with the purpose of the Customer shall continued to the customer shall continue to the customer shall be continued to the customer shall be continued to the customer shall continue to the customer shall be continued to the cus

23. ENTRY: If Customer fails to surrender the Equipment to Lessor as required under this Lease, Lessor may, without notice to Customer or resort to legal process, but subject to any applicable law, enter any premises where the Equipment is located and take possession of and remove or dis-

24. INDEMNITY: Customer hereby indemnities Lessor and agrees to save lessor harmless from and against all costs, liabilities, claims, legal pro 24. NDERMITY: Customer hereby indepinding Lessor and agrees to save lessor narmiess from and against all costs, leadings, cleams, legal proceedings and expenses (including legal fees and costs) whatsoever arising in connection with this Lease, the Purchase Documents, any Liberses, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintanance, operation, Loss or return of the Equipment, Taxes, the recovery of claims under any insurance policy relating to the Equipment was view or operation of Equipment which infringes any patent or other industrial or infastication from person, any Default by Customer, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabiling of Equipment pursuant to Section 23.

any entry or taking of possession, removal or disabiling of Equipment pursuant to Section 23.

25. DEFAULTS: Each of the following is a default by Customer (a "Dafault"); (a) Customer fails to make any rental payments or pay any other amounts due under this Lease within 10 days after the same is due and payable; or (b) Customer fails to perform, observe or comply with any other ease or contract between Lessor and Customer or under any material agreement between Customer and any fore possat; or (a) gave presentation or warranty made to Lessor in or in connection with this Lease is incorrect, or (e) the Equipment or any part thereof is subjected to an encumbrance not caused by Lessor. Customer sell or attempts to sell or grant an encumbrance on any part of the Equipment or the value of Lessor's interact in the Equipment is materially impaired due to fost; or (f) Customer makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of barkruptcy, takes any action or wind-up or dissolve, ceases or intracters to case to do business as a plong concern, is subject to a change in control in facility in law or seeks any arrangement or composition with its creditors, becomes insolvent, winding-up, dissolution, liquidation or insolvency is commenced by or against Customer or its property; or (f) Lessor in good faith believes and has commencially reasonable grounds to believe that the prospect of nayment or parformance by Customer under this Lesse is or is about to be impaired or the Equipment is or is about to be placed in leopardy; or (f) any guaranter of Customer's obligations hereunder disputes its obligations therefunder to a Default is desendent in any on the events in clauses (b). (c). (d), (f) or (g) of this Section.

25. EFFECT OF DEFAULT; OMMAGES: A loss to Lessor upon a Default is desendent in nor tumon the cost of the Equipment to Lessor. The Term and the comment of the contraction of the cost of the contraction of the contraction of the contraction of the cost of the contraction of

26. EFFECT OF DEFAULT: DAMAGES: A loss to Lassor upon a Default is dependent in part upon the cost of the Equipment to Lessor, the Term and the minimum return expected by Lessor from the sale or re-release of the Equipment at the end of the Term. Upon any Default and in addition to

WHICH WOULD IN ANY MANNER EFECT, RESTRICT OR LIMIT THE RIGHTS AND REMEDIES OF LESSOR HEREUNDER, including, the penetrality of the foregoing, all of Customer's rights, benefits and protections given or afforded by the provisions of the Limit floor of Co. Rights Act of Saskatchevan, as amended, Customer also wakes and assigns to Lessor the right of any statutory examption from execution or eitherwise and further wakes any right to demand security for costs in the event of Bilgation.

and further walvas any right to demand security for costs in the event of litigation.

31, LESSOR WARRANTIES: Lessor warrants that on the date this Lease commences it is the owner of the Equipment, free and clear of any Encumbrance caused by Lessor, save for Customer's rights hereunder. Except as otherwise set forth herein, but without effecting Lessor's warranties set forth in any other agreement call of which Customer acknowledges do not affect or form part of this Lease). Lessor makes no representation whatsoever as to the durability, quality or condition of the Equipment of its suitability for customer purposes or as to any other mather whatsoever as to the tease for tax or accounting classification purposes). No appresentation to Customer as to the Equipment or any other mater by the Vendor or any supplier or manufacturer of the Equipment shall in any way affect Customer's obligations under this Lease. At the request and expense of Oustomer and while there is no Default, Lessor will (A) assign to the Customer for the Term any and all WARRANTIES, guarantees, service contracts, Licenses and representations given to Lessor by the Vendor or a manufacturer or supplier of the Equipment with respect to the Equipment are assignable at law, and (B) assist Customer who is receiving the benefit of such Equipment Rights if Lessor obtains possession or control of the Equipment of it there is a Default. Customer shall be deemed to have Immediately reassigned such Equipment Rights to Lessor without any ruther action. If Equipment is followed in the Province of Customer, on bready considered was a such as a such asuch as a such a

OF USE OF THE EQUIPMENT OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED,
32. ASSIGNMENT. This Lease and all rights, remedies and benefits of Lessor hereunder may be assigned by Lessor without notice to or the consent of Customer and Customer hereby accepts such assignments and waves signification of the act of assignment all the delivery of a copy of any assignment document. Upon such assignment, (A) the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits which would otherwise accrue to the original Lessor under this Lessor, (B) the Assignee shall be deemed to be Lessor for the purpose of all such rights, remedies and benefits; (C) the Assignee shall have no obligation to Customer to perform any of the obligations of the original Lessor and the contentwise in respirate of the Equipment, all of which are retained by the original Lessor, and (I) Customer sights hereunder as opains the original Lessor shall be unaffected except as herein specifically provided. Customer agrees not to assert against the Assignee any claim by way of abatement, defense, self-off, compensation, countractain or the like which Customer may have against the original Lessor under the complex of the Equipments and other amounts due hereunder and shall not assert any defense against such Assignee in any action for rental payments or other amounts due and payable hereunder, except the delense of payment to the

Assignment.

33. CREDIT INVESTIGATION: Subject to applicable legislation, Customer hereby consents to Lessor conducting a credit investigation of Customer and to Lessor making inquiries with financial institutions or other persons in a business relationship with Customer in connection therewith; Customer hareby authorizes and directs such persons to asswer Lessor's enquiries. Customer agrees to furnish to Lessor; (A) a copy of its interim financial statements and other related information, as Lessor may request from time to time; and (B) its annual financial statements, audied if applicable, within ninety days of the end of each financial year.

As SECURITY INTERESTS: To secure Customer's performance of its obligations hereunder Customer grants Lessor a continuing security interest in any interest Customer has in the Equipment, in all proceed thereof (including proceeds of insurance) and in any rental payments receivable on any sublease permitted by Lessor; Customer agrees that Lessor has all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lessor creates a security interest is a purchase money security interest (as the terms "security interest). count on the service of equality, no the extent this Lease creates a security interest is a purchase money security interest as the terms 'security interest as the terms' security interest and 'purphase money security interest' are used in the Personal Property Security Act 1989 (Onlario), and shall be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction.

35 FERS\* I specification and the property of the pro

35. FEES: Lessor shall be entitled to charge Customer such fees and other charges as it may establish from time to time for the administration of and ancillary matters to this Lease, including a fee of \$20 for each security registration required in connection with this Lease and such fees for invoices as Lessor may from time to time establish.

also, NAME CHANGE ETC: Customer shall promptly notify Lessor in writing of; (A) any change in Customer's name; (B) any transfer, authorized or unauthorized, by Customer of any interest or benefit from the Equipment; (C) any change, authorized or unauthorized, by Customer in the location of any Equipment; and (O) any change in the location of Customer's Head Office specified above.

37. INFORMATION: Customer agrees that Lessor may provide copies of this Lease and/or information concerning Customer and its obligations here.

under to any person.

38. ADDITIONAL EMUPMENT: Lesser and Customer may from time to time agree to lesse additional equipment pursuant to these Terms & Conditions and the above Customer Information and Invoice Option and each such agreement shall be evidenced by a written schedule referencing this initial Lesse (a "transaction Schedule"), signed by Customer and Lessor and setting forth the particulars of such equipment lesse transaction including him entires addressed by the above Lesse Details and including any amandments to the Customer Information or Terms & Conditions Which are applicable to that transaction set torth in the above Lesse Details shall not apply to subsequent transactions but the Terms & Conditions Ninoise Option and Customer Information or this Lesse are incomprated by reference into each Termsaction Schedule and shall apply, mutatis mutandis, to the transaction specified in such Transaction Schedules; such Customer Information, Terms & Conditions Invoice Option and each Transaction Schedules and Schedule shall consilitute a separate lesse and the entire agreement with respect to that transaction, shall be deem to be a "Lesse" to which these Terms & Conditions. The Terms of any Transaction Schedule shall progress to that the Transaction, shall be deem to be a "Lesse" to which these Terms & Conditions. The Terms of any Transaction Schedule evidencing a specific transaction shall pregate our between the transaction.

2. Extribe ADEMENTATION Lesse (schedule A) and the above a forth above the Customer Information Lesse Details and Invoice Customer Information Lesse Details and Invoice Customer Information Lesses Details

So, ENTIRE ARRESMENT: This Lease (including (A) all details as et forth above in the Customer Information, Lease Details and Invoice Option these Terms & Conditions and (B) any schedule, addendum or amendment to this Lease which is in writing references this Lease and is should be constituted to the customer and Leasor at any one time) constitutes the entire agreement between Leasor and Customer with respect to its subject matter.

40. APPLICABLE LAW: This Lease shall be construed according to the laws of the Province where the Equipment is located as set forth in the Lease

ENUREMENT; Subject to the terms hereof, this Lease shall ensure to the benefit of and be binding upon the parties herelo and their respec-tive heirs, executors, administrators, successors, permitted assigns and legal representatives.

2. INTERPRETATION; Whenever the context of this Lesse so requires, the singular shell include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Time is of the essence of this Lesse and each of its provisions. Headings are for convenience of reterence only and do not affect interpretation. Terms used in the Customer Information or Lesse Details have, when used in these Terms & Conditions, inclass the context otherwise requires, the meaning ascribed thereto by such use. The word "including" means "including without imitation".

3. NOTICES; Any notice required or permitted to be given hereunder must be given in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered, or sent by facsimile transmission to a party at the address indicated on the first page hereof (or at such other address as such party specifies to the other party in writing) or, it sent by repistand there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address.

4. SEVERABILITY; Any provision of this Lease prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor be ineffective without invalidating the remaining provisions of this Lease, provided however, that to the extent that the provisions of any such applicable law can be waived, they are heleby walved by Customer.

5. FURTHER ASSURANCES; Customer agrees to do all things and execute or obtain all documents as may be required by Lessar in order to give effect to or better evidence this Less including in the execution of financing statements or other documents to effect security registrations to protect Lessor's intensits, any acknowledgments required by any Assignee and any waivers or subordinations from Gustomer's fandfords or

6. LANGUAGE: The parties herby acknowledge that they have required this contract, and all other agreements and notices required or permit-On Ambadruct, if updates the of passage with the control of the co

SURVIVAL: Notwithstanding any other sections hereof, all obligations of Customer under sections 2, 8, 10, 12, 13, 15, 16, 19, 21, 22, 23, 24, 25, 26, 27, 30, 31, 32, 34, and 35 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all rental payments by Customer hereunder.

B. JOINT AND SEVERAL LIABILITY: If more than one person executes this Lease, their obligations bereunder shall be joint and several with out benefit of division or discussion.

9. RECEIPT OF COPY ETC; Customer acknowledges receipt of a true copy of first Lease and waives to the extent permitted by applicable law, all rights to receive copies of financing statements, financing change statements, verification statements or copies of other notices or fillings made by Lesson at any firme in connection with this Lease, any schedula thereion, any amendment thereior or ny Transaction Schedule.

	GUA	RANTEE		
O:and its successors and assig		E (the "Lease") EXECUTED BY	("Customi	ar")
	ON			
colutely guarantees to lessor, including its success	sufficiency of which is hereby acknowledged, the undersigned guarantor ("Guarantor") unconditionally are and assigns, as principal collegator as well as surely, the full and prompt performance by Gustomer of a surely of the principal collegator is well as surely, the full and prompt performance by Gustomer of a surely of the principal collegator is a surely of the principal collegator in the least a defaultone and arm	ill of Guarantor waives notice of defaults, demand, its right of subrogati	r guarantors except like defense that all of Customer's obligations to Lessor have been pen on until Lessor has no further claim against Customer, the benefit of division and discussi Rights Act (Saskatchewan) and any statute of limitalitons or other legislation for the prote	ion an

ments to the lease which may be added or made from time to time, and agrees to indemnity and hold Lessor harmless from any failure by Customer to fully perform such obligations, Guarantor agrees that its liability for such obligations is joint and several with that of Customer and any beneficiary of this guarantee may enforce it without exercising or exhausting any of its rights or remedies against Customer or any other person. This shall be a continuing and irrevocable guarantee and indemnity and Guarantor's liability hereunder shall not be tessened by, any amendments to or valvers of the terms of the lesse, additional adventions of ceditions.

to the advent permitted by taw, the benefit of the Unitation of CIVII Hights Act (Saskatchewan) and any statute of initiations or climit registration to represent our diabors and quaranties. This gloriton is any other quaranties and is governant by the laws of the Provincia on which Clustration's address, as set forth below, is foached, represents the entire agreement on its subject matter and may be assigned by Lesson without notice or consent. Guarantiar acknowledges receipt of a copy of the Lessa. The particles herly acknowledge that they have required this control, and all other agreements and notice required or participated to be entared into or given pursuant hereto, to be drawn up in the English language only. Use garties reconsistant avoir demandé que le présent control ainsi que loute autre antatte ou avis routin ou permis à être condu ou domé en vertur des dispositions du up disent courtage, colorni rédigées en languais selement.

3ignature		Authorized Signature	
	(Please Print)	(Please Print)  By:	(seal)
WITNESS NAME:		Guarantor:	
IN WITN	ESS WHEREOF, Guarantor has duly sign	ed, sealed and delivered this Guarantee this day of	
	obligation, obligor property, security or other guarantee; the invalidity or unenform IESS WHEREOF, Guarantor has duly sign		20