

RENTAL AGREEMENT (LEASE)

Terms and conditions

1. Contract Term and Structure

The term of this rental agreement ("Agreement") between Robertson Rent-All Inc. (the "Lessor") and the lessee (i.e., as denoted by customer signature) described overleaf (the "Lessee"), hereafter referred to as the "Term", shall be for the duration and in respect of the equipment ("Equipment") specified overleaf and, unless a date is otherwise specified in this Agreement, will commence on the date Equipment is received by Lessee. The Agreement comprises the following documents: (i) the cover page of the Agreement found overleaf and titled "Contract"; and to which these terms and conditions are attached (the "Contract"); and (ii) these terms and conditions. In the event of any conflict or inconsistency between the Contract and these terms and conditions, these terms and conditions will prevail.

2. Rental Period

For all legal purposes, Lessee shall be considered having had the use of the rented Equipment and/or accessories on the day Lessee took possession of any of the Equipment and/or accessories until the day all of the Equipment and/or accessories is returned to the Lessor. Lessee agrees to inform the Lessor of any extra time to be added to the initial Term for the purpose of using the rented Equipment, which shall be charged to Lessee. In no circumstances, and notwithstanding any other provision of this Agreement or any agreement collateral hereto, shall any single rental period for Equipment be made for an open or indefinite term. Any piece of Equipment equipped with an hour meter will be monitored and shall not exceed 8 hours of use per 24-hour period. If the allotted eight hours of use are exceeded, Lessee will be charged for the additional time, rounding up to the nearest hour (e.g., 9 hours and 2 minutes would equate to an extra 2 hours of billing).

3. Inspection of Rented Equipment

The Lessee declares having had the opportunity to personally inspect Equipment. Furthermore, Lessee agrees that Equipment is in good condition, that it meets the Lessee's needs, that the Lessee was provided with the instruction manual, and that the Lessee understands how to operate Equipment.

4. Rental Charges

The Lessee shall pay rent to the Lessor at the rate specified on the face hereof, for each article of Equipment for the entire Term of the Agreement. If, upon expiry of the Agreement, Lessee retains Equipment with the consent of the Lessor, the Term of the Agreement shall be deemed to be extended until Equipment is returned to the Lessor, in accordance with the same terms and conditions of this Agreement ("Extended Agreement"). To the extent permitted by applicable law, the Lessor may at any time after giving Lessee a one-day written notice (or, where Lessee is a consumer within the meaning of applicable consumer protection legislation, the minimum notice required to comply with such legislation), terminate the Extended Agreement, and may enter upon any premises where Equipment is kept, to repossess Equipment without prejudice to all its other rights and recourse, pursuant to this Agreement and the law.

5. Maintenance of Property Rights

The Equipment herein described that is in possession of Lessee is and shall remain the exclusive property of the Lessor.

6. Use of Equipment

The Lessee shall only have the right to use the rented Equipment under the terms and conditions of this Agreement. The Lessee shall not move Equipment from the place of use specified in the face hereof to another site without prior written consent of the Lessor, which may be withheld, delayed, or conditioned in the sole discretion of the Lessor.

7. Destruction, Loss, Theft and Fire

Total loss, theft, fire or destruction of Equipment does not terminate this Agreement, and Lessee shall be responsible to pay for the rent so long as Equipment is not returned to the Lessor or the value of Equipment is not paid in full to the Lessor. Furthermore, Lessee agrees to inform immediately the Lessor and local authorities of any loss, theft or destruction of Equipment. The Parties agree that the value of the rented Equipment shall be the cost of replacing the piece of Equipment with a new piece of equipment of the same nature as such piece of Equipment at the time of loss.

8. Delay

The liability or delay, whether or not caused by Lessee's fault, to use the rented Equipment, does not release Lessee from payment of rental fees agreed upon as specified in the face hereof, and Lessee will not claim any compensation from the Lessor.

9. Contract Expiration

Upon expiry of the Agreement or termination before Term, Lessee shall return Equipment to the Lessor at the Lessor address indicated at the face hereof in the same condition Equipment was received, except for normal wear and tear, unless Lessee obtains prior consent of the Lessor to retain Equipment, which consent may be withheld, delayed, or conditioned in the sole discretion of the Lessor. The Lessor, and any person authorized by the Lessor, may without prior consent, repossess Equipment, and to this end, enter upon any premises to repossess the said Equipment. It is the responsibility of Lessee to establish if Equipment was returned, and the date it was returned.

10. Use, Maintenance and Repair

The Lessee guarantees that Equipment will be used appropriately by individuals who have the skills to operate this Equipment. The Lessee shall, at Lessee's own expense, maintain Equipment in good working condition and repair. Furthermore, Lessee shall be responsible for any and all damages caused to the said Equipment, other than reasonable wear and tear arising from use of the Equipment in accordance with its intended purpose. Any part added to Equipment or used in replacement shall become the property of the Lessor. The Lessee agrees to provide access to Equipment by the Lessor and to any staff member authorized by the Lessor for Equipment inspection purposes. The Lessee shall be responsible for all repairs of any nature whatsoever and shall not be entitled to any rent reduction. The Lessee shall pay the fees, taxes and penalties or other charges incurred in connection with Lessee's possession or use of Equipment, as well as any deductible amounts required by the insurer, in case of damages or replacement of Equipment.

11. Damage Waiver and Rental Protection Plan

Overview. Lessee shall either (a) carry minimum insurance in accordance with section 14 or (b) sign and adhere to, as applicable: (i) the Damage Waiver set out in section 12 (the "Damage Waiver"), for any piece of Equipment with an original equipment cost ("OEC") of less than C\$10,000, or (ii) or the Rental Protection Plan set out in section 13 (the "RPP") for any piece of Equipment with an OEC of C\$10,000 or greater (the "Damage Waiver and the RPP each a "Waiver"). A Waiver is not insurance. It is a contractual waiver of a portion of Lessee's liability to Lessor. If Lessee pays for the applicable Waiver, then Lessor will waive part of Lessee's liability to Lessor in the event of loss, theft, or destruction of, or damage to, Equipment, all as described in, and subject to the terms, conditions, limitations, and exclusions of the applicable Waiver. For clarity, this Agreement may require that Lessee purchase (A) the RPP in respect of some of the Equipment, (B) the Damage Waiver in respect of some of the Equipment, or (C) both, in each case according to the OEC of each piece of equipment that the Equipment comprises. A Waiver does not protect Lessee from liability to Lessor or others arising out of the possession, control, or use of Equipment, including injury or damage to persons or property. Before purchasing the applicable Waiver, Lessee may wish to determine whether their own insurance coverage provides protection for damage to or loss, destruction, or theft of Equipment, and the amount of any applicable deductible. A Waiver is not insurance and does not waive or limit in any way (among other things) Lessee's liability for property damage, personal injury, or loss of time for use of the Equipment. The RPP is only, and only purports to be, a limited waiver of a portion of Lessee's liability to Lessor.

Terms and Conditions Applying to Both Damage Waiver and RPP

A. Scope of Waiver. If Lessee accepts the applicable Waiver and pays the associated fee set out in either section 12 or section 13, as applicable, and provided all conditions set forth in this section 11 are satisfied and no exclusion set forth in this section 11 applies, Lessor will waive part of the amount it is entitled to collect from Lessee for loss, theft, destruction of, or damage to, Equipment, in the following circumstances:

- Accidental Damage.** Damage that does not arise from intentional abuse, misuse, or negligent use of Equipment. "Accidental" includes random, unplanned, incidental, and unintentional damage that occurs during normal and responsible use of Equipment.
- Cosmetic Damage.** Minor scratches, scrapes, and non-structural damages that occur during normal and proper use of Equipment.
- Theft.** Limited to (a) theft of Equipment from a locked and secured premises, provided that a police report is filed within 24 hours of Lessee's knowledge of the theft, and a copy of the police report is supplied to Lessor within two business days of its being filed, and (b) theft of Equipment that cannot be stored in a locked and secured premises, provided that all of the following conditions are met: (i) reasonable security precautions have been taken to secure the Equipment, including securing Equipment to something permanent with a heavy-duty chain and a heavy-duty padlock, (ii) Equipment is located at the job site specified overleaf, and (iii) a police report is filed within 24 hours of Lessee's knowledge of the theft, and a copy of the police report is supplied to Lessor within two business days of its being filed.

B. Conditions. All of the following must be satisfied for a Waiver to apply: 1. Lessee accepts the Waiver in advance of the rental; 2. Lessee pays the fee applicable to the Waiver, plus applicable taxes; 3. Lessee complies fully with all terms of this Agreement; 4. Lessee's account is current and in good standing at the time of the loss, theft, damage, or destruction of Equipment; 5. Lessee utilizes Equipment in the manner it is designed for and maintains Equipment as noted by the manufacturer's recommendations; 6. None of the Exclusions apply.

C. Exclusions. A Waiver does not waive or otherwise reduce any Lessee liability to Lessor resulting from loss, theft, destruction, or damage arising from or relating to the following (each an "Exclusion"):

- Negligence and Misuse.** Loss or damage caused by or resulting from or relating to acts or omissions that are negligent, including the failure to take reasonable precautions to protect Equipment; intentional abuse or misuse of Equipment; damage caused by improper operation or servicing of Equipment, including but not limited to: overloading; exceeding rated capacities; improper use; negligent operation; damage caused by lack of fuel or lubrication; failure to maintain proper oil, water, hydraulic, or air pressure levels; low voltage; or the use of inappropriate extension cords (either too long or too tight); damage to engines, hydraulic systems, and electrical systems where Lessee has not properly maintained Equipment in accordance with the manufacturer's recommendations; or damage caused by use or operation of Equipment in violation of Rental Agreement, applicable construction safety rules, building codes, or any applicable laws or regulations.
- Theft – Failure to Meet Requirements.** Equipment that has disappeared under suspicious or mysterious circumstances, theft of Equipment where a police report has not been filed within 24 hours of Lessee's knowledge of the theft or in the event a police report was filed but a copy was not supplied to Lessor within two business days of it being filed; theft of Equipment where reasonable security precautions were not taken, including but not limited to: Equipment left unsupervised or unsecured overnight; Equipment left in a parked motor vehicle (whether operative or being used for storage); or Equipment not located at the job site specified on Rental Agreement; loss or damage caused by or due to employee, sub-trade, or agent infidelity; or Equipment being used at a location other than the job site specified on Rental Agreement, or Equipment in the custody of Lessee's employees or agents for personal use.
- Environmental Damage.** Loss, damage, or destruction due to floods, water level changes, wind, storms, earthquakes, or Acts of God.
- Wear Items, Tires, and Components.** Damage to tires or tubes; or damage to expected wear items, including but not limited to: carbide and diamond drills; carbide and diamond blades; carbide bits or cutters; hammers; or breaker tools.
- Transit.** Damage to Equipment while in transit, including but not limited to damage caused by overturning, or collisions with bridges or overpasses; or damage to Equipment caused by operators of other moving vehicles or other equipment.
- Other Exclusions.** Cleaning charges; accessories or Equipment for which Lessee has not paid the RPP fee; or the portion of loss or damage exceeding C\$100,000 (for Lessee on Account) or C\$50,000 (for Lessee not on Account) less the applicable loss fee.

If any Exclusion applies, the Waiver does not waive or otherwise reduce the liability of Lessee to Lessor, and Lessee remains fully responsible for the loss, theft, damage, or destruction of Equipment. The Exclusions remain the liability of Lessee and are not modified by the applicable Waiver. Lessee assumes all Exclusion risks.

D. Subrogation and Recovery. Lessor shall be subrogated to Lessee's rights to recover against any person or entity relating to any loss, theft, or destruction of, or damage to, the Equipment. Lessee shall cooperate with Lessor, assign to Lessor all claims and proceeds arising from such loss, theft, damage, or destruction, execute and deliver to Lessor whatever documents Lessor requests, and take all other necessary steps to secure such rights, at Lessee's expense. If lost Equipment is later recovered, Lessor retains ownership of the Equipment regardless of any payments made by Lessee or Lessee's insurance company with respect to such Equipment. Payments made in respect of lost Equipment represent compensation for the risk of permanent loss and administrative costs and do not constitute a purchase of the Equipment, and all such payments are non-refundable. Lessee agrees to promptly return to Lessor any Equipment that is recovered.

E. Determination of Loss or Damage. In the event that a waiver application by Customer who has opted for a Waiver is deemed by Lessor to be subject to an Exclusion, Lessor will notify Lessee within two business days of Lessor determining that the Exclusion applies. Lessor will use good faith in assessing Lessee's applications for a Waiver. All questions of fact relating to the cause of the loss or damage will be determined by Lessor in Lessor's sole discretion.

12. Damage Waiver

Unless previously rejected by a separate written agreement, Lessee agrees to pay the additional charge specified on the reverse of this Agreement in regard to the Damage Waiver, which is equivalent to 14% of the rental rate in respect of all Equipment subject to the Damage Waiver as per section 11, plus applicable taxes. Under the Damage Waiver, Lessor will cover the first C\$500 of repair or replacement costs per applicable piece of Equipment for loss or damage referred to in paragraph 11.A that is not subject to an Exclusion, and Lessee will be responsible for all remaining repair and/or replacement costs. Lessee is responsible for continued rental charges up to and including the date the Equipment is returned to Lessor's property or, in the case of Equipment that is not returned to Lessor due to loss, the date on which Lessee pays to Lessor all of the replacement costs for which Lessee is responsible under the Damage Waiver.

By signing this Agreement, Lessee acknowledges that Lessee has read and understand Lessor's Damage Waiver and acknowledges that there is a 14% charge for this protection on all rental contracts for all Equipment for which the Damage Waiver is applicable.

13. Rental Protection Plan (RPP)

Unless previously rejected by a separate written agreement, Lessee agrees to pay the additional charge specified on the reverse of this Agreement in regard to the RPP, which is equivalent to 14% of the rental charges in respect of all Equipment subject to the RPP as per section 11, plus applicable taxes. In the event of loss or damage referred to in paragraph 11.A that is not subject to an Exclusion, Lessee will be responsible for a fee (the "RPP Loss Fee") equal to 15% of the retail price of the Equipment, for each piece of Equipment in respect of which Lessor has waived liability in accordance with the RPP. In addition to the RPP Loss Fee, Lessee is responsible for continued rental charges up to and including the date the Equipment is returned to Lessor's property. The RPP is available for a maximum waiver of C\$100,000 of liability by Lessor per piece of Equipment where Lessee has an account with Lessor, and C\$50,000 where Lessee does not have an account with Lessor, less the RPP Loss Fee, in each case per unrelated occurrence. Any financial loss exceeding this maximum amount remains the sole responsibility of Lessee and is explicitly not waived by Lessor.

By signing this Agreement, Lessee acknowledges that Lessee has read and understand Lessor's RPP and acknowledges that there is a 14% charge for this protection on all rental contracts for all Equipment for which the RPP is applicable.

14. Insurance

FOR ALL RENTALS OF EQUIPMENT, LESSEE MUST EITHER PROVIDE PROOF OF INSURANCE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BELOW OR PURCHASE THE APPLICABLE WAIVER. THE PURCHASE OF A WAIVER IS MANDATORY, PROVIDED THAT IT MAY BE DECLINED IF LESSEE HAS PROOF OF INSURANCE AS REQUIRED BY THIS SECTION 14. If Lessee elects not to purchase the applicable Waiver, Lessee must provide a certificate of insurance or endorsement to their insurance policy confirming the following:

- Insured: The name of the insured (which must include Lessee), policy number, and date of expiry. For avoidance of doubt, the applicable insurance policy must have an expiry date no sooner than 30 days after the scheduled termination of the rental from Lessor of the Equipment.
- General Liability: Minimum acceptable coverage of C\$1,000,000 per occurrence, inclusive of bodily injury and property damage.
- Contractors Equipment All-Risk Physical Damage: Coverage to the full replacement value of the rented equipment.
- Automobile Liability (applicable to licensed vehicles only): Minimum acceptable coverage of C\$1,000,000 per occurrence, inclusive of bodily injury and property damage.
- Additional Named Insured and Loss Payee: Only with respect to the equipment supplied by Lessor, arising out of Lessee's operations, Lessor must be added to the insurance policy as an Additional Named Insured and/or Loss Payee, as applicable.
- Notification: Lessor must be notified a minimum of 30 days prior to the cancellation, non-renewal, or material alteration of any of the above coverages.

15. Compensation

The Lessee agrees to guarantee and fully indemnify the Lessor for any claim or legal proceeding against the Lessor as a result of any loss, injury or damage, including any loss of profit or other indirect damages incurred by the Lessor, his employees, representatives or third party, as a result of the presence or the absence of Equipment.

16. Termination of Agreement

The Lessor may, without prejudice to all rights and recourse, under this Agreement and pursuant to the law, terminate in full right this Agreement without prior notice or official notification, in one or other of the following cases:

- If Lessee fails to pay the rent, or any other owing amounts pursuant to this Agreement;
- If Lessee violates any one of the other provisions of the Agreement;
- If Lessee initiates legal proceedings under any law that is related to insolvency or bankruptcy or if any proceedings are initiated against the Lessor, pursuant to such laws;
- If a receivership, licensed trustee or any other person with similar authority is nominated to take over part or all Lessee's assets or business;
- The dissolution or liquidation, whether voluntary or involuntary;
- If Lessee fails to pay one of the instalments within thirty (30) days of its due date;
- Improper or abusive use of Equipment by Lessee;
- If Lessee mortgages the rented Equipment.

In the case of Termination of Agreement, the Lessor may repossess Equipment hereunder and to this end, enter upon any premises to repossess the said Equipment. In the event of repossession of Equipment, pursuant to the above-mentioned provisions, Lessee is nevertheless responsible for any and all amount of rent that is past due or that is to become due, amount or reimbursement, under the Agreement and for any damage incurred by the Lessor arising from the offence by Lessee, including any reasonable expenses incurred by the Lessor to enforce the Agreement.

17. Sublease and Assignment

The Lessee shall not sublease Equipment or any part thereof, nor will Lessee assign or transfer the Agreement without prior written consent of Lessor. Lessee understands and agrees that Lessor may in the ordinary course of its business obtain financing and grant security over or assign its interest in this agreement and/or Equipment to a finance company or other assignee (an "Assignee"). Notwithstanding any other agreement between Lessee and Lessor, Lessee's rights to Equipment shall at all times be subject and subordinate to the rights of the Assignee as the holder or beneficiary of a first fixed security interest in Equipment. If Lessor defaults to an Assignee and the Assignee exercises any right it has following such default to step into Lessor's position under this agreement in place of Lessor, (i) the Assignee shall have the benefit of all indemnities and covenants in this agreement expressed to be made by Lessee for the benefit of Lessor, (ii) any rights Lessee otherwise has to extend the rental of Equipment shall terminate with immediate effect, and (iii) the Assignee shall not have any obligations, duties or liabilities with respect to Equipment.

18. Equipment Forfeiture

If Lessor's Equipment is subject to a given seizure or forfeiture or if any other type of executing measures were to be taken against Lessee by one of his creditors and that, consequently, the Lessee should undertake measures, of any kind, including but not limited to an opposition of seizure, seizure in revendication to repossess Equipment, the Lessor shall be entitled to claim all fees reasonably incurred to that end, besides all other remedies under this Agreement and/or the law.

19. Liens

Lessee shall not suffer or permit any lien, chattel mortgage, charge, security interest, hypothec, right of retention, encumbrance or claim of any kind, including any construction, repairer's or mechanic's lien (each and collectively, a "Lien"), to be registered, asserted or maintained against Equipment. If any Lien is registered or asserted against Equipment, Lessee shall, at its sole cost and expense, cause the Lien to be fully discharged or vacated upon becoming aware of it (or such shorter period as Lessor may reasonably require), failing which Lessor may take such steps as it considers necessary to remove the Lien, and Lessee shall indemnify Lessor for all related costs and expenses.

20. Maintenance

The Lessee agrees to return the leased property to the Lessor in good clean condition. Failing to comply with this obligation, Lessee shall be responsible to pay all cleaning fees and charges.

21. Payment of costs

If the account is turned over to a collection agency then to the extent permitted by applicable law, Lessee agrees to pay the collection charges corresponding to an amount equal to 20% of such unpaid amount owed as liquidated damages.

22. Dangerous Equipment

All leased Equipment that generates heat, that poses a risk of combustion, explosion or friction, and that is operated with flammable and explosive material or otherwise, shall be operated by Lessee under constant and appropriate surveillance of a qualified operator.

23. Trailer Rentals

With respect to Rentals of Trailers used on the road and attached to Lessee's own vehicle, Lessee confirms that they are in possession of a valid Ontario Drivers License and have a valid third party liability insurance policy in place for any and all vehicles that will be towing the rented trailer. A copy of each will be provided to the Lessor upon request.

24. Theft Warning

Failure to return Equipment on the expiration and due date in certain circumstances will be considered theft which could result in criminal prosecution.

25. Permitted area of Use

Without the Lessor's written consent, Lessee shall not move Equipment more than 100 kilometers from the Lessor location at which it is rented.

26. Lessee Liability for Misuse of Equipment

Lessee shall not abuse, harm, or misuse Equipment. Lessee shall not permit any repairs to be made upon Equipment without Lessor's written consent. In the event of any accident or casualty resulting in bodily injury or property damage arising out of Lessee's use and hiring of said Equipment, Lessee agrees to accept all responsibility therefore and shall hold the Lessor harmless from any claims or action arising therefrom. Lessee shall furnish the Lessor with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of Equipment or of loss of possession thereof, or inability to return the same to Lessor, on expiration or due date, for any reason whatsoever, Lessee shall pay Lessor the actual replacement cost thereof, and in addition thereto Lessor's loss of use of said Equipment.

27. Declaration of Contract

Where Lessee is not a "consumer" as defined by applicable consumer protection legislation, Lessee hereby expressly authorizes the Lessor to declare the present contract Agreement and any subsequent lease and authorizes any work provider and/or owner and/or bond to withhold and pay all amounts that may be owed to the Lessor under the terms of this Agreement or any subsequent lease.

28. Invalidity of Provisions

The invalidity of any or many provisions of this Agreement shall not render invalid the other provisions of this Agreement.

29. Waiver by Lessee

No forbearance or mitigation of the Lessor, while exercising his rights under this Agreement, or approved time limit granted to Lessee by the Lessor shall prejudice or affect the rights of the Lessor under the terms of this Agreement.

RENTAL AGREEMENT (LEASE)

30. Notice

Any notice given to the other party shall be considered valid if sent by registered mail to the address of the other party mentioned on the back of this Agreement and any notice so given shall be deemed to have been delivered the day following the day that it was mailed.

31. Interpretation

Unless a contrary intention is indicated in this Agreement, the terms Lessor and Lessee used throughout this Agreement respectively refer to the Lessor, its administrators, executors, successors and assigns, and Lessee, its administrators, executors, successors and assigns. If there are more than one Lessor or Lessee, all obligations shall be joint and several. Unless the context otherwise demands, words importing any gender shall be interpreted to mean any or all genders. Reference to sections are references to sections of this Agreement. The word "including" means "including and not limited to".

32. Interests

Any and all past due accounts shall be subject to a 2% monthly interest, or 24% annually. Any uncollectable cheque will be subject to fees in the amount of C\$35 plus interests.

33. Rebilling Privilege

The Lessee authorizes the Lessor to use the imprint of his credit card given to guarantee payment at the time of opening the account to pay any balance due or owing amounts under the terms of this Agreement.

34. Personal Information

The Lessee shall pay the deposit indicated in the Contract to secure the value of the rented Equipment; failing which Lessee shall provide valid identity documents with a picture to enable identification. Any personal information collected is protected in accordance with applicable privacy legislation, including the Personal Information Protection and Electronic Documents Act (PIPEDA). Such information will be collected, used, stored, and destroyed solely for the purposes of securing the rented Equipment and administering this Agreement.

The Lessee acknowledges that, where an adequate deposit is not provided, the collection of personal information is reasonable and appropriate having regard to the value of the rented Equipment. The Lessee further confirms that consent to the collection and use of personal information is voluntary, informed, and given for specific identification purposes. The purpose of collecting information is to protect the rented Equipment against any theft, fraud or other risks, and the collected personal information will only serve to identify the Lessee. The only people who may have access is limited to the persons in charge of the internal file and, where permitted or required by applicable law, to third parties authorized under such legislation. The information shall be kept on hard copy and/or computer file of the Lessor. Upon the return of the rented Equipment, the information shall be destroyed following an inspection or no later than five business (5) days following the Term of the Rental Agreement.

The information may be kept and used at a later date if Lessee expressly authorizes it by initialing his approval; therefore, the information shall be destroyed only if a formal request is made.

35. Governing Law

The Parties agree that they will be able to take action for any claim or legal proceeding for any motive whatsoever associated to the Agreement in the Province of Ontario and the federal laws of Canada applicable therein.

Name of Lessee

Signature of Lessee or Authorized Representative of Lessee

Name and Title of Authorized Representative of Lessee (if applicable)

Personal guarantee

I declare having read the present Agreement, and undertake jointly and severally to guarantee any and all obligations of Lessee regarding any amount owing to the Lessor in effect as of now or at any time after the present day. Furthermore, I irrevocably declare renouncing to the benefit of division and discussion, understanding that the present obligation constitutes a continued guarantee that is applicable to all debts incurred towards Lessor by Lessee.

Name of Guarantor (Authorized Representative of Lessee)

Signature of Guarantor