



MBS EQUIPMENT COMPANY CANADA LTD.

67 Brown's Line Toronto, Ontario, M8W 3S2

Tel: 416-466-0037

Standard Rental Terms and Conditions

This is a legally binding contract. PLEASE READ CAREFULLY.

LESSEE'S PICK-UP, ACCEPTANCE OF DELIVERY, AND/OR USE OF ANY OF LESSOR'S EQUIPMENT AND/OR VEHICLES CONSTITUTES LESSEE'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. This Agreement (the "**Agreement**"), dated for reference this ____ day of _____, _____, is between MBS EQUIPMENT COMPANY CANADA LTD. ("the **Lessor**") and _____ (the "**Lessee**") and comprises the master terms and conditions attached to all vehicles, lighting, grip, accessories, and other equipment (collectively, the "**Equipment**") rented to the Lessee by the Lessor for the purposes of production on the project entitled _____ (the "**Project**") and as described in each Equipment rental order, deal memo, quote, rental contract, invoice, any attached customer information forms, customer account setup forms, rental sheet, schedule, and/or any other documentation relating to Lessee's orders hereunder and agreed upon or confirmed by the parties (each a "**Rental Document**") from the date this Agreement is executed until (i) _____; or (ii) such time as production on the Project concludes and all Equipment rented to the Lessee is returned, whichever occurs first (the "**Master Term**").
2. Incorporation by Reference. Each Rental Document will be governed by this Agreement and each Rental Document is deemed to incorporate these master terms and conditions which will apply to any rental of Equipment during the Master Term.
3. Rental Term and Rental Fees. Delivery Dates. The Lessor will rent to the Lessee the Equipment specified in the Rental Documents for the duration of the rental term indicated in such Rental Documents for each specific item of Equipment, as further described below (the "**Rental Term**"). The Lessee agrees to pay the full amount of all rental fees, taxes, charges and other amounts specified for the Equipment in the Rental Documents (collectively, the "**Rental Fees**") for the Rental Term. In the event of delay in the return of the Equipment, the Lessee will pay the Rental Fees on a pro-rated basis until the Equipment is returned. The Lessor has the right, in its sole discretion, to alter its rental pricing for any Equipment from time to time. If the Rental Fees are not so specified within the Rental Documents, the rent will be the prices set out in the Lessor's standard pricing list in the applicable year such Equipment is rented, as amended from time to time, plus all applicable taxes. The dates and times for delivery of each item of Equipment by Lessor or pick-up of each item of Equipment by Lessee, as applicable (the "**Delivery Dates**"), shall be as agreed upon by the parties in the Rental Documents and will be subject to reasonable industry standards to deliver or make the Equipment available for pick-up (as applicable) on the applicable Delivery Dates, subject to a reasonable cure period. The parties acknowledge that the Delivery Dates may change based on Lessee's production needs and other factors; provided, however, that any changes to the Delivery Dates shall be mutually agreed upon by the parties.
4. Lessee Possession of Equipment. The Lessee is liable for all rented Equipment from the time the Equipment leaves the Lessor's premises until the time the Equipment is returned to the Lessor's premises and the Lessor has inspected and signed for the Equipment.
5. Third Party Sub-Rentals. If the Equipment is indicated in the Rental Documents as being sub-equipment, this means that the Equipment is owned by a third-party supplier or third-party individual but is sub-rented to the Lessee by the Lessor (the "**Sub-Equipment**").
6. No Representations or Warranties for Sub-Equipment. The Lessor does not make any representations, warranties, or guarantees about the Sub-Equipment, including any implied warranties of merchantability or fitness for any purpose or with respect to the suitability, quality, performance, or capabilities of the Sub-Equipment. The Lessee is accepting the Sub-Equipment "as is".
7. Assumption of Risk. The Lessee acknowledges that there are certain risks of injury that may arise from the possession, use or misuse of the Sub-Equipment where the Lessor has not had an opportunity to take possession of the Sub-Equipment in order to inspect, quarantine, disinfect, clean or sanitize the Sub-Equipment before the Lessee takes possession of it, including the risk of personal injury, infection, disability, death, or damage to property. The Lessee assumes full responsibility for all risks arising directly or indirectly from its possession, use or misuse of the Sub-Equipment, both known and unknown, regardless of the cause.



8. Indemnity. The Lessee will defend, indemnify, and hold harmless the Lessor and its affiliates, parent, directors, officers, shareholders, partners, officials, employees, agents, representatives and contractors from and against any and all loss, claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, judgements, liabilities, expenses and compensation whatsoever including but not limited to court costs and reasonable legal fees, in any way arising from, or in connection with, the Equipment. Every release and indemnity contained in this section and elsewhere in this Agreement will forever survive the expiry or other termination of this Agreement.
9. Liability. The Lessee is responsible for loss, damage, or destruction of the Equipment, including but not limited to, losses while in transit, losses while in use, losses while loading and unloading, losses while at any and all locations, losses while in storage and losses while Equipment is on the Lessee's premises, except as follows:
- (a) The Lessee will not be responsible for damage to or loss of the Equipment caused by the Lessor's sole negligence or willful misconduct; and
 - (b) The Lessee will not be responsible for damage or loss resulting from normal wear and tear, mechanical or structural defect or breakdown due to failure on the Lessor's part to perform normal, routine, or scheduled maintenance.

The Lessee is also responsible for re-imbursement to the Lessor for all deductibles and increases in premiums that the Lessor pays on the Lessor's own insurance policies if such payment is made to cover damages or liabilities related to the Equipment and arising during the Master Term.

10. Limitation of Liability. If the Lessee suffers any damages caused by any breach of this Agreement by the Lessor or any negligence of the Lessor, or any other theory of liability including but not limited to losses of time, money, or recorded media arising from any late delivery, defect, deficiency or failure of any Equipment, or any physical injury or property damage caused by the Equipment, in no event will the Lessor be liable for damages in excess of the total amount of Rental Fees actually received by the Lessor from the Lessee under this Agreement.
11. No Consequential Damages. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the Lessor will not be liable for any consequential, incidental, indirect, or special damages resulting from a breach or alleged breach of this Agreement, including, but not limited to, loss of opportunity or loss of future business, revenue, income or profits, relating to a breach or alleged breach of this Agreement.
12. Protection of Others. The Lessee will take reasonable precautions regarding the use of the Equipment to protect all persons and property from injury or damage. The Equipment will be used only by the Lessee's employees or agents who are qualified to use the Equipment.
13. Equipment in Good Working Order. Except for instances involving Sub-Equipment where the Lessor does not have an opportunity to take possession of the Sub-Equipment in order to inspect it, the Lessor has tested the Equipment in accordance with reasonable industry standards and found it to be in working order prior to the execution of this Agreement. Other than what is set forth herein, the Lessee acknowledges that the Equipment is rented without warranty, or guarantee, except as required by law or otherwise stated in this Agreement. The Lessor is in no way responsible for any latent defects or in the results accomplished by the Equipment.
14. Repairs. If the Equipment becomes damaged or non-functional during the Term, the Lessee will immediately notify the Lessor that repairs are necessary. In no case will such repairs (which include software updates, refreshes and patches) be attempted by the Lessee without the Lessor's prior written consent. Except for where repairs are required as a result of normal wear and tear, the Lessee agrees to pay the Lessor for all required repairs at the Lessor's prevailing rates for the work required (the "**Repair Costs**"). In the case of damage so serious that it would not be practicable to repair the Equipment, as determined by the Lessor acting in its sole reasonable discretion, the Lessee will pay on demand to the Lessor the full replacement cost of equivalent, new Equipment or its successor technology without deduction for depreciation as on the day the Lessee takes delivery of the Equipment (the "**Replacement Cost**"). The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which the Lessee is liable. The Lessor will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and is owned by the Lessor.
15. Workers Compensation. Lessee will, at its own expense, pay for and maintain all legally required coverage for all workers it engages. To the extent it is legally required, the Lessee will, pursuant to the Ontario *Workplace Safety and Insurance Act, 1997*,



register for workers' compensation coverage as an "independent operator". The Lessee will indemnify the Lessor in respect of all premiums, all occupational safety requirements, and any claims, actions, suits, damages, costs, causes of action, demands, liabilities, expenses and all other losses pursuant to the Ontario *Workplace Safety and Insurance Act, 1997*, the Ontario *Employment Standards Act, 2000*, the Ontario *Occupational Health and Safety Act*, the *Accessibility for Ontarians with Disabilities Act, 2005*, and every other law, regulation or applicable union collective agreement having application to the Lessee.

16. **Insurance.** The Lessee will at all times during the Rental Term and for a reasonable period of time thereafter, at its own cost and expense, procure, keep and maintain in full force and effect the following insurance policies:
- a. **commercial general liability insurance**, in a combined single limit amount of not less than \$5,000,000.00 CAD, per occurrence (exclusive of defense costs), against all claims, demands or actions with respect to property damage, bodily injury or death made by or on behalf of any person or entity, arising from or relating to the Lessee's acts, omissions, use or activities with respect to the Equipment; limits can be provided in a combination of Commercial General Liability policy and an Umbrella Liability policy, which is written on a follow form basis;
 - b. **"all risks" insurance**, on an occurrence basis in full force and effect satisfactory to the Lessor with coverage sufficient to cover the Equipment at its replacement value and for loss of use (rent) of the Equipment but shall, in no event, be less than \$5,000,000 CAD. Such coverage will include coverage for, without limitation, (i) theft by force; (ii) theft by fraudulent scheme and/or "voluntary parting"; (iii) mysterious disappearance; and (iv) loss of use of the Equipment. For certainty, for the purposes of such insurance policy, the Equipment will be valued at Replacement Cost; and
 - c. **comprehensive automobile insurance**, having a combined single limit amount of not less than \$2,000,000.00 CAD per occurrence (exclusive of defense costs) insuring the Lessee against liability for claims arising out of the use of any owned, hired, borrowed or non-owned automobiles. The limits of liability can be provided in a combination of an Automobile liability policy and an Umbrella liability policy, which is written on a follow form basis.

With respect to such foregoing policies of insurance, the Lessee will also ensure the following:

- a. With respect to the liability policies, such policies will name the Lessor, its affiliates, parent, directors, officers, employees, agents, representatives and contractors, or any other person or entities that Lessor may reasonably require from time to time, as additional insureds and will provide that each person or entity insured will be insured in the same manner and to the same extent as if separate policies had been issued to each;
- b. That each insurance policy provide that the insurer will waive all rights of subrogation against the Lessor, its affiliates, parent, directors, officers, employees, agents, representatives and contractors, or any other person or entities that Lessor may reasonably require from time to time;
- c. With respect to the liability policies, that all insurance proceeds payable by the occurrence of any covered loss will be payable to the Lessor;
- d. That all liability insurance will contain provisions for cross-liability and severability on interests among the Lessor and the Lessee;
- e. That each insurance policy will be primary, noncontributing with, and not in excess of, any other insurance available to the Lessor;
- f. That any and all deductibles will be the sole responsibility of the Lessee;
- g. That the Lessee will promptly pay all deductible amounts to the Lessor or insurance carrier, as applicable;
- h. That the Lessee will provide to the Lessor written proof of insurance satisfactory to the Lessor prior to the Equipment leaving the Lessor's place of business;
- i. The Lessee will provide the Lessor with no less than thirty (30) days written notice prior to the effective date of any cancellation or material change to any insurance maintained by the Lessee under this Agreement; and
- j. All required insurance policies shall be maintained with insurance companies permitted in Ontario and holding an AM Best rating of no less than A- VIII.

Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance obtained by the Lessee under this Agreement or, if covered, is subject to deductibles, retentions, conditions, or limitations, will not affect the Lessee's liability for any loss. Should the Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide the Lessor upon request with satisfactory evidence of the insurance, the Lessor may, but will not be obligated to, procure such insurance and the Lessee will reimburse the Lessor on demand for this cost. Lapse or cancellation of the required insurance will be deemed to be an immediate and automatic default of this Agreement. Lessee will require any independent contractors or subcontractors, and their respective staff, used during the Master Term to also maintain insurance coverage in



amounts and terms standard for operations intended under this Agreement, and for which a prudent contractor or subcontractor in their respective fields and roles would obtain.

17. Drivers. All drivers who drive vehicles Lessee is renting from Lessor, if any, must be duly licensed, trained, capable and qualified to drive vehicles of that type. Lessor does not supply drivers. Lessee must employ any driver who drives the vehicles and that driver will be deemed to be Lessee's employee for all purposes and will be covered as an additional insured on all of Lessee's applicable insurance policies.
18. Commercial Vehicle Operator's Registration. Commercial Vehicle Operator's Registration (CVOR) is required by the Lessee when renting certain types of vehicles, in accordance with the requirements of the Ontario Ministry of Transportation. The CVOR must be provided to the Lessor by the Lessee prior to any applicable vehicles being rented.
19. Intellectual Property. Unless otherwise agreed, all rights of every kind in and to all of the results and proceeds (including, without limitation, photography, video recordings and sound recordings) arising out of the use of the Equipment in connection with this Agreement will be solely owned by the Lessee and its successors and assigns, and the Lessor will not have any right of action arising out of any use or non-use of said photography, video recordings or sound recordings. Notwithstanding the foregoing, the Lessee acknowledges that the Lessor makes no representations or warranties with respect to the Lessee's right to photographs, video recordings, sound recordings or depictions of any trademarked or copyrighted symbols, or other intellectual property. The Lessee will indemnify the Lessor from any damages, claims, suits or demands by third parties resulting from the Lessee's use of any trademarked or copyrighted symbols, or other intellectual property.
20. Compliance with Laws. Lessee hereby agrees to comply with the laws of all jurisdictions in which the Equipment is transported and used as well as all federal, provincial, and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment.
21. Valuation of Loss. Unless otherwise agreed in writing, as applicable and in accordance with this Agreement, the Lessee will be responsible to the Lessor for the lesser of (i) the Replacement Cost of the Equipment; and (ii) the Repair Cost of the Equipment if the Equipment can be restored, by repair, to its pre-loss condition as determined in the sole reasonable discretion of the Lessor. If there is a reason to believe a theft has occurred, the Lessee will file a police report. Loss of use will be determined by the actual loss sustained by Lessor. Accrued rental charges will not be applied against the purchase price or cost of repair of the lost, stolen, or damaged Equipment.
22. Bailment. This Agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. The Lessee will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. The Lessor is the sole owner of the Equipment, except where expressly stated otherwise.
23. Identity. The Lessor has the right to place and maintain all warning and instructional signs on the exterior and interior of each piece of Equipment covered by this Agreement. The Lessee will not remove, obscure, or deface any barcode label, tag, sign or nameplate displayed on or affixed to the Equipment.
24. Expenses. The Lessee will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with the operation of the Equipment.
25. Condition of Equipment Upon Return. The Lessee assumes all obligation and liability with respect to the possession of Equipment, and for its use, condition, and storage during each Rental Term, except as otherwise set forth herein. The Lessee will properly protect all Equipment from weather and will return the Equipment in as good condition as received, normal wear and tear excepted. Upon the Lessee's return of the Equipment to the Lessor, the Lessor will have a reasonable period of time to conduct a full inspection of any Equipment so returned.
26. Right to Possession. The Lessee will be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the Term of this Agreement, provided the Lessee is not in default of any provision of this Agreement or subject to any security interest the Lessor may have given or may give to any third party during the term of this Agreement.
27. Use. The Lessee will use the Equipment in a careful and proper manner and will not permit any of the Equipment to be operated or used in violation of any applicable federal, provincial, or local statute, ordinance, rule, or regulation relating to the possession



or use of the Equipment. The Lessee agrees that all Equipment will be used and operated by qualified persons and in accordance with all applicable manufacturer's licenses, instructions and manuals. The use of the Equipment for underwater or aerial mounted photography is strictly prohibited unless Lessee receives the prior written consent of the Lessor. The Lessee will indemnify and hold the Lessor harmless from any liabilities, fines, forfeitures, or penalties, including the Lessor's reasonable costs and attorneys' fees, arising out of violations of any federal, provincial, or local statute, rule, or regulation. The Lessee agrees not to remove the Equipment from the Province in which the Equipment was rented without specific written approval by the Lessor. In no event, may the Equipment be removed from the Country of Canada.

28. Accident Reports. If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result the use of possession of Equipment, the Lessee will promptly notify the Lessor of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. The Lessee, its employees, and agents will cooperate fully with the Lessor and all insurers providing insurance related to the Equipment in the investigation and defense of any claims. The Lessee will promptly deliver to the Lessor any documents served or delivered to the Lessee, its employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against the Lessee, the Lessor, or both.
29. Default and Termination. At the Lessor's option, the Lessor may, by written notice to the Lessee declare the Lessee in default of this Agreement on the occurrence of any of the following:
- (a) Failure by the Lessee to make payments (including but not limited to payments for Rental Fees, Repair Costs and Replacement Costs), or perform any of its other obligations under this Agreement;
 - (b) Institution by or against Lessee of any proceedings in bankruptcy or insolvency, or Lessee's reorganization under any law, or the tendering of a proposal (whether formal or informal), or the appointment of a receiver or trustee for the Lessee's goods and chattels or any assignment by the Lessee for the benefit of creditors;
 - (c) Involuntary transfer of the Lessee's interest in this Agreement by operation of law.

After the Lessee's default, and on notice from the Lessor that the Lessee is in default, the Lessor will have all of the following options:

- (a) To terminate the Agreement and the Lessee's rights under the Agreement;
- (b) To declare the balance of all unpaid Rental Fees and all other charges or payments of any kind required of the Lessee under this Agreement to be payable immediately, in which event the Lessor will be entitled to the balance due together with interest at the rate of TEN PERCENT (10%) per annum, from the date of notification of default to the date of payment;
- (c) To repossess the Equipment without legal process free of all of the Lessee's rights to the Equipment. The Lessee authorizes the Lessor or the Lessor's agent to enter on any premises where the Equipment is located and repossess and remove it. The Lessee specifically waives any right of action the Lessee might otherwise have arising out of the entry and repossession, and releases the Lessor of any claim for trespass or damage caused by reason of the entry, repossession, or removal; and/or
- (d) Withdraw any discounts provided to the Lessee with respect to the Equipment.

After default, the Lessee will reimburse the Lessor for all reasonable expenses (including legal fees) of repossession and enforcement of the Lessor's rights and remedies, together with interest at the rate of TEN PERCENT (10%) per annum from the date of default. The Lessor's remedies will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other remedy.

30. No Encumbrances. Lessee will not pledge, encumber, create a security interest in, or permit any lien or encumbrance (including, without limitation, liens under the *Repair and Storage Liens Act* (Ontario) and other similar legislation) to become effective on any of the Equipment. The Lessee will promptly notify the Lessor of any liens or other encumbrances of which the Lessee has knowledge. The Lessee will promptly pay or satisfy any obligation from which any lien or encumbrance arises and will otherwise keep the Equipment and all title and interest free of any liens and encumbrances. The Lessee will deliver to the Lessor appropriate satisfactions, waivers, and evidence of payment.
31. Additional Equipment. Additional Equipment may from time to time be added as the subject matter of this Agreement, as agreed on by the parties. Any additional Equipment will be added in an amendment and/or additional Rental Document describing the Equipment, the weekly rental, security deposit, and stipulated loss price of the additional Equipment.



32. Service Charge. If any Rental Fee is not paid within TWO (2) BUSINESS DAYS after the due date, the Lessee will pay to the Lessor a surcharge charge of ONE PERCENT (1%) of monies overdue per day. At this time, at the Lessor's sole discretion, the applicable Rental Term will cease, and the Equipment will be returned immediately to the Lessor if the Lessor so requests.
33. Non-Sufficient Funds. Lessee will be charged ONE HUNDRED DOLLARS (\$100.00) for each check that is returned to the Lessor for lack of sufficient funds.
34. Credit References. The Lessee will provide credit references ONE (1) WEEK prior to the commencement of the first Rental Term. These will consist of at least a bank reference; and THREE (3) trade references where the value of recent credit history with those is of the same order of magnitude as is being requested by the Lessor.
35. Currency. All references to money in this Agreement are references to Canadian currency, unless otherwise specified.
36. Additional Assurances and Documents. The parties further agree to execute, acknowledge, and deliver to each other, or procure the execution, acknowledgment, and delivery to each other of any and all further assignments and other instruments, in form approved by counsel for each of the parties, acting reasonably, necessary or expedient to carry out and effectuate the purposes and intent of the parties as herein expressed.
37. Assignment. The Lessee will not be entitled to assign, license, transfer or otherwise dispose of this Agreement in any manner whatsoever. The Lessor may assign, license, transfer or otherwise dispose of this Agreement in whole or in part without the prior consent of the Lessee.
38. Governing Law. This Agreement and all Rental Documents, unless otherwise specified therein, will be governed by the laws of the Province of Ontario, Canada. Each party attorns to the exclusive jurisdiction of the courts of Ontario.
39. Notices. All notices and statements which either party will be required or will desire to give to the other party, will be given in one of the following ways:
 - (a) By courier or other personal delivery; or
 - (b) By registered or certified mail with Canada Post, postage prepaid; or
 - (c) By electronic mail, with acknowledgement of actual receipt.

If so delivered, mailed, or emailed, each such notice, statement or other document will be conclusively deemed to have been given when personally delivered, or on the first business day following the date of mailing, or upon acknowledgement of actual receipt, as the case may be. The mailing address of the Lessor will be at 67 Browns Line, Etobicoke, ON, M8W 3S2, with a copy to the Lessor at 8301 Eastlake Drive, Burnaby, BC V5A 4W2 and an additional copy to the Lessor's Registered and Records Office at #202 - 2245 West Broadway Avenue, Vancouver, BC V6K 2E4. The mailing address to the Lessee will be that set forth in the Rental Documents which, without limitation, forms part of the entire agreement between the parties. Either party may change its address for the purpose of this provision by giving written notice of the change to the other party in the manner provided in this provision.
40. Time. Time is of the essence in this Agreement and of every part thereof.
41. Entire Agreement. This Agreement, together with any Rental Documents will constitute the entire agreement of the Lessor and the Lessee with respect to the rental of Equipment and no other representation, warranties or agreements, either oral or written, will be binding upon the Lessee or the Lessor; provided, however, that to the extent any terms and conditions contained in or attached to any purchase order, order form, or other document issued by Lessee conflict with the terms and conditions set forth herein, this Agreement shall control.
42. Enurement. This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
43. Severability. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision



held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

44. No Waiver. No waiver by any party hereto of any breach of any covenant, representation, warranty, proviso, condition or stipulation herein contained whether express or implied or negative or positive in form by any other party hereto will have any effect or be binding upon any party hereto unless same will be in writing and under the authority of such party, and any waiver whatsoever will extend only to the particular breach so waived, and will not limit or affect the right of any party with respect to any other or further breach.
45. Authority. The Lessee represents and warrants to the Lessor that it has the authority and capacity to enter into this Agreement and perform its obligations under this Agreement and that all corporate steps and proceedings to do so have been properly taken. The person signing this Agreement represents and warrants that they have the authority of the Lessee to execute this Agreement on the Lessee's behalf.
46. Relationship of Parties. Nothing herein contained will be construed to create a joint venture or partnership between the parties, nor will any party be authorized to act as agent or legal representative of any other party, be responsible for any debts or losses of any other party, or to otherwise incur any obligations, liabilities, or responsibilities on behalf of any other party. Furthermore, neither party will represent or hold itself out as a subsidiary or employee of the other.
47. Counterparts and Execution. This Agreement may be executed by executing the execution pages attached hereto, and such execution pages may be executed in any number of counterparts and by different parties in separate counterparts, each of which, when so executed, will be deemed to be an original, and all of which, when taken together, together with this Agreement, will constitute one and the same document. The parties agree that the reproduction of signatures by way of electronic devices (including computers and mobile devices) will be treated as though such reproductions were original signatures, and any party providing same, agrees to promptly provide to the other party an originally signed copy of this Agreement as soon as possible thereafter.
48. Dispute Resolution. All disputes or questions touching on this Agreement or the construction or application thereof, or any clause or thing herein contained, or any account to be determined or made in connection with this Agreement or as to any act, deed or omission or the rights, duties or liabilities of any of the parties under this Agreement will, if unresolved by the parties, be referred to arbitration before a single arbitrator in accordance with and subject to the provisions of the Ontario *Arbitration Act*, 1991 and amendments or replacements thereto. The place of arbitration will be the City of Toronto, Province of Ontario.
49. Legal Advice. The signatory for the Lessee acknowledges that they have had the opportunity to receive the advice of independent legal counsel prior to the execution of this Agreement, that they have fully exercised that opportunity to the extent desired and that they understand the legal nature and effect of the terms and provisions of this Agreement.



ACCEPTED AND AGREED TO BY THE LESSEE AND THE LESSOR:

THE LESSEE per authorized signatory:

Signature:
Print Name:
Date:

THE LESSOR per authorized signatory:

Signature:
Print Name:
Date: