

CANADA · NEW ACCOUNT · TEN CANADA LTD.

CUSTOMER ACCOUNT APPLICATION & AGREEMENT

Everything you need to open an account with TEN Canada Ltd.
This application must be fully completed, signed and returned
before your request can be considered.

WHAT'S INSIDE

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RETURN WITH YOUR APPLICATION

- ☐ Signed terms and conditions of credit
- ☐ Certificate of Insurance
- ☐ Void cheque, if paying by direct debit
- ☐ Co-Applicant driver's license

RETURN YOUR PACKET

ca-accts@tenleasing.com

TEN Canada Ltd.
Attn: TEN Canada Ltd.
1880 Britannia Road East
Mississauga, Ontario L4W 1J3

Sales representatives and agents are not
authorized to amend the terms of this agreement.

GENERAL BUSINESS DETAILS

LEGAL NAME OF BUSINESS

CVOR / GOVT. SAFETY REGISTRATION NO.

TRADE NAME / STYLE

TELEPHONE — LAND LINE

CELL

BILLING ADDRESS

YARD ADDRESS

YEARS AT THIS ADDRESS

IS LOCATION

☐ Owned
 ☐ Rented

NATURE OF BUSINESS

DATE ESTABLISHED

LEGAL FORM OF BUSINESS

PROVINCE OR JURISDICTION OF INCORPORATION

HAS THIS COMPANY, ITS DIRECTORS OR ANY PREDECESSOR COMPANY EVER BEEN IN RECEIVERSHIP, BANKRUPTCY OR CCAA FILINGS?

☐ No
 ☐ Yes — year

DO YOU REQUIRE PURCHASE ORDERS?

☐ Yes
 ☐ No

OWNERSHIP DETAILS

PRINCIPAL OWNER / SHAREHOLDER

HOME ADDRESS — STREET, CITY

TITLE

CELL / EMAIL

OTHER OFFICERS

HOME ADDRESS — STREET, CITY

TITLE

CELL / EMAIL

DAY-TO-DAY CONTACTS

DISPATCH CONTACT

NAME

PHONE

EMAIL

ACCOUNTS PAYABLE CONTACT

NAME

PHONE

EMAIL

MAJOR TRADE REFERENCES

TWO REQUIRED

NAME	PHONE	FAX	EMAIL

DO YOU FACTOR ANY RECEIVABLES?

☐ Yes ☐ No

FACTORING COMPANY NAME

FAX

EMAIL

CREDIT INFORMATION

ANNUAL SALES

NUMBER OF EMPLOYEES

PLEASE LIST TWO OF YOUR MAJOR CUSTOMERS

NAME

PHONE

EMAIL

BANKING INFORMATION

INSTITUTION NAME

BRANCH ADDRESS

TRANSIT

ACCOUNT MANAGER

PHONE

EMAIL

APPLICANT DECLARATION

The information given in this application is warranted to be true, complete and correct, and is given for the purpose of obtaining credit. By signing below, the applicant confirms it has read and agrees to the Terms and Conditions of Credit set out on page 4 of this packet.

SIGNATURE

PRINT NAME AND POSITION

DATE

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Before equipment can be released, TEN Canada Ltd. must receive a valid Certificate of Insurance that meets the requirements on page 6.

TERMS AND CONDITIONS OF CREDIT

PRINT COMPANY LEGAL NAME ("APPLICANT")

This agreement governs all sales, rentals, repair service and leases of The Company's products and services to the Applicant. The Applicant hereby agrees as follows:

1. The Applicant represents and warrants that it has the authority to enter into this Agreement and that the individual signing on its behalf is duly authorized to execute this Agreement and legally bind the Applicant.
2. The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit. Such information is not incomplete by omitting to state any material facts necessary to make such information not misleading.
3. The Terms and Conditions of this Agreement may not be amended, supplemented or otherwise altered without the written consent of TEN Canada Ltd.
4. All invoices are due and payable on or before the payment due date stated on the applicable invoice, lease schedule, rental agreement, statement, or other billing document issued by TEN Canada Ltd.
5. Overdue amounts shall bear interest at 26.82% per annum calculated daily and compounded monthly, or the maximum rate permitted by law, whichever is lower. Disputes on Invoices or Pricing must be made in writing to The Company within 30 days of the date of the invoice.
6. Returned Payments will be subject to a \$35.00 service charge + applicable tax.
7. TEN Canada Ltd. reserves the right, at any time and without prior notice, to suspend, reduce, modify, or revoke credit terms, credit limits, account privileges, or future access to leasing, rental, repair, or other services if the Applicant fails to comply with these Terms and Conditions or if TEN Canada Ltd. determines that the Applicant's creditworthiness has materially changed.
8. Applicant will reimburse The Company for all cost incurred in collecting any unpaid amounts including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of The Company property and enforcement of any other rights and remedies of The Company.
9. The Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Applicant to any credit reporting agency or to any person with whom the Applicant has or proposed to have financial relations.
10. The Applicant hereby grants to The Company a Security Interest in all goods supplied to the Applicant and over all of the Applicant's Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations of the Applicant to The Company.
11. In Quebec, The Applicant, as of this date, grants in favour of The Company as security for the outstanding indebtedness of any money owed to The Company and in order to ensure the fulfilment of all the obligations resulting from said indebtedness, a universal movable hypothec to the extent of the sum of \$50,000 on all of its present and future movable property such as on all the equipment, machinery, fixtures, furniture, inventory, accounts receivables and/or any present or future movable property the Applicant may own.
12. The Applicant hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest or of the universal movable hypothec in Quebec herein.
13. The Applicant agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
14. The Applicant and Co-Applicant shall be jointly and severally (solidarily in Quebec) liable for this account.
15. The parties have expressly requested that the present agreement and supporting documents and/or correspondence and notices be drafted in the English language. Les parties ont expressément requis que la présente entente, toute autre entente ancillaire et correspondance et avis soient rédigées en anglais.

APPLICANT SIGNATURE

SIGNED

PRINT NAME AND POSITION

DATE

CO-APPLICANT TERMS

CO-APPLICANT — PRINT PERSONAL NAME

HOME ADDRESS

DATE OF BIRTH (DD/MM/YYYY)

SIN

EMAIL

This agreement governs all sales, rentals, repair services and leases of The Company's products and services to the Applicant and Co-Applicant. The Co-Applicant hereby agrees as follows:

- 1.** The Co-Applicant represents and warrants that it has the authority to enter into this Agreement and that the individual signing on its behalf is duly authorized to execute this Agreement and legally bind the Co-Applicant.
- 2.** The information given in this Application and Agreement is warranted to be true, complete and correct and given for the purpose of obtaining credit. Such information is not incomplete by omitting to state any material fact necessary to make such information not misleading.
- 3.** The Terms and Conditions of this Agreement may not be amended, supplemented or otherwise altered without the written consent of TEN Canada Ltd.
- 4.** All invoices are due and payable on or before the payment due date stated on the applicable invoice, lease schedule, rental agreement, statement, or other billing document issued by TEN Canada Ltd.
- 5.** Overdue amounts shall bear interest at 26.82% per annum calculated daily and compounded monthly, or the maximum rate permitted by law, whichever is lower. Disputes on Invoices or Pricing must be made in writing to The Company within 30 days of the date of the invoice.
- 6.** Returned Payments will be subject to a \$35.00 service charge + applicable tax.
- 7.** TEN Canada Ltd. reserves the right, at any time and without prior notice, to suspend, reduce, modify, or revoke credit terms, credit limits, account privileges, or future access to leasing, rental, repair, or other services if the Co-Applicant fails to comply with these Terms and Conditions or if TEN Canada Ltd. determines that the Co-Applicant's creditworthiness has materially changed.
- 8.** Co-Applicant will reimburse The Company for all cost incurred in collecting any unpaid amounts and enforcement of any other rights and remedies of The Company, including, but not limited to, legal fees and court costs on a solicitor/client basis, costs for seizure and sale of property and costs of the retrieval or repossession of The Company property and enforcement of any other rights and remedies of The Company.

- 9.** The Co-Applicant consents to the obtaining of credit and or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the Co-Applicant to any credit reporting agency or to any person with whom the Co-Applicant has or proposed to have financial relations.
- 10.** The Co-Applicant hereby grants to The Company a Security Interest in all goods supplied to the Applicant & Co-Applicant and over all of the Co-Applicant's Present and After Acquired Personal Property and Assets as Security for the payment and performance of all obligations of the Applicant & Co-Applicant to The Company.
- 11.** In Quebec, The Co-Applicant, as of this date, grants in favour of The Company as security for the outstanding indebtedness of any money owed to The Company by the Applicant and Co-Applicant and in order to ensure the fulfilment of all the obligations resulting from said indebtedness, a universal movable hypothec to the extent of the sum of \$50,000 on all of its present and future movable property such as on all the equipment, machinery, fixtures, furniture, inventory, accounts receivables and/or any present or future movable property the Co-Applicant may own.
- 12.** The Co-Applicant hereby waives its right to receive any financing statement or verification statement relating to any registration of the security interest or of the universal movable hypothec in Quebec herein.
- 13.** The Co-Applicant agrees that this application and agreement shall be governed by the laws of Canada and/or its Provinces.
- 14.** The Applicant and Co-Applicant shall be jointly and severally (solidarily in Quebec) liable for this account.
- 15.** The parties have expressly requested that the present agreement and supporting documents and/or correspondence and Notices be drafted in the English language. Les parties ont expressément requis que la présente entente, toute autre entente ancillaire et correspondance et avis soient rédigées en anglais.

CO-APPLICANT SIGNATURE

SIGNED

PRINT NAME

DATE

INSURANCE REQUIREMENTS & COI INSTRUCTIONS



To ensure timely equipment delivery, please provide a current Certificate of Insurance that meets the requirements below. Coverage must be for full term (greater than 30 days), not short-term (less than 30 days), and the certificate must be valid for a minimum of 6 months at the time of the account request to be accepted.

QUICK CHECKLIST — PLEASE VERIFY THAT YOUR CERTIFICATE INCLUDES

- | | |
|---|---|
| ☐ TEN Canada Ltd. listed as the certificate holder | ☐ Coverage for the full term, not short-term |
| ☐ TEN Canada Ltd. added as Additional Insured on CGL | ☐ Certificate valid for at least 6 months |
| ☐ Semi-trailers specifically mentioned | ☐ 30 days' written notice before lapse or cancellation |

➤ REQUIRED COVERAGES

1 — COMMERCIAL GENERAL LIABILITY

Minimum limit of \$2 million or more, per occurrence. **TEN Canada Ltd. must be added as Additional Insured.**

2 — NON-OWNED AUTO LIABILITY (SPF 6)

For units over 4,500 kg. Minimum limit of \$2 million or more, per occurrence.

3 — AUTOMOBILE LIABILITY

Minimum limit of \$2 million or more, per occurrence.

4 — PHYSICAL DAMAGE TO NON-OWNED TRAILERS

\$100,000.00 coverage minimum. Semi-trailers must be mentioned on the certificate.

IF YOUR CARRIER DOES NOT PROVIDE PHYSICAL DAMAGE COVERAGE

TEN Canada Ltd. will provide this coverage by charging a daily waiver. Please note that this is not insurance and does not cover single-vehicle accidents. Review full details and requirements in clauses 13 and 14 of our Standard Rental Terms & Conditions.

CERTIFICATE HOLDER — LIST EXACTLY AS SHOWN

TEN Canada Ltd.
1880 Britannia Road East
Mississauga, Ontario L4W 1J3

SEND CERTIFICATES TO

ca-insurance@tenleasing.com

Questions? Contact your TEN representative before equipment release.

PAYMENT DETAILS & DIRECT DEBIT



» WHERE TO SEND PAYMENT

BENEFICIARY

TEN Canada Ltd.
1880 Britannia Road East
Mississauga ON L4W 1J3
Canada

BENEFICIARY'S BANK

Royal Bank of Canada
505 West Broadway
Vancouver BC V5Z 1E7
Canada

ACCOUNT

Institution code 003
Transit 05475
Account 1003235 (CAD)
SWIFT ROYCCAT2 (CAD)

GST
10334 4016RT0001

HST
10334 4016RT0001

QST
1010375343

FORWARD ALL REMITTANCES TO
ca-payments@TENLeasing.com

» PRE-AUTHORIZED DEBIT AUTHORIZATION

OPTIONAL

ACCOUNT HOLDER NAME

FINANCIAL INSTITUTION NAME

TRANSIT

FINANCIAL INSTITUTION NO.

ACCOUNT NO.

DATE OF FIRST DEBIT

FREQUENCY OF DEBIT

AMOUNT OF DEBIT

☐ We have attached a specimen cheque marked "VOID" to this authorization.

The Applicant acknowledges that participation in TEN Canada Ltd.'s Pre-Authorized Debit (PAD) program may be considered by TEN Canada Ltd. as part of its credit assessment and account review process. If PAD authorization is revoked, cancelled, or withdrawn, TEN Canada Ltd. reserves the right to reassess the Applicant's credit terms, credit limits, and account status.

We hereby undertake to inform TEN Canada Ltd., in writing of any change in the information provided in this section at least thirty (30) business days prior to the next due date of the Pre-Authorized Debit.

We warrant that all persons whose signatures are required to authorize withdrawals from the Account have signed this Authorization and that all such persons have authority to enter into this Authorization and to bind the Lessee.

We hereby authorize TEN Canada Ltd. to issue PADs drawn on the Account, to collect all monies payable pursuant the terms of the Customer Account Application and Agreement between TEN Canada Ltd. and the Account Holder.

We may revoke this Authorization at any time upon providing written or faxed notice to TEN Canada Ltd. within 30 days before the next PAD is to be issued. Canceling the authorization does not affect obligations between Lessor and Lessee.

We acknowledge and agree that a PAD may be disputed only if: (i) the PAD was not drawn in accordance with this Authorization; (ii) this Authorization was revoked in accordance with the section above.

We acknowledge and agree that in order to be reimbursed a declaration to the effect that either (i) or (ii) took place, must be completed and presented to TEN Canada Ltd. up to and including 10 business days after the date on which the PAD in dispute was posted to the Account. In the event that such declaration is not provided within the time period described herein the dispute shall be resolved solely between us and TEN Canada Ltd. outside of the payments system. We have certain recourse rights if any debit does not comply with the terms of this Authorization. For example, we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization.

AUTHORIZATION

AUTHORIZED SIGNATURE

PRINT NAME & TITLE

DATE

STANDARD RENTAL TERMS & CONDITIONS

All Rental Agreements or Lease Contract entered into are subject to and incorporate these Standard Rental Terms and Conditions. The Renter acknowledges having received and read these Standard Rental Terms and Conditions and agrees to be bound by them as part of and in conjunction with every Rental Agreement or Lease Contract entered into.

1. Definitions.

1.1 “The Company” means and includes TEN Canada Ltd. – previously known as TIP Fleet Services Canada Ltd., Trailer Wizards Ltd., and Train Trailer Rentals Ltd. – and any successor and assignees thereof.

1.2 “Renter” means applicant, co-applicant, account holder, co-account holder, customer, Lessee, its agents, successors or assigns.

1.3 “SRTC” means Standard Rental Terms and Conditions.

1.4 “Trailer” means the equipment specified in a Rental Agreement or Lease Contract together with all present or after acquired replacement parts and equipment, accessories and additions attached thereto or used in conjunction therewith.

1.5 “Account Agreements” means Applicant’s and Co-Applicant’s Customer Account Application & Agreement, Credit Terms, Co-Applicant Terms, Rental Agreements, Lease Contract, Lease Schedules and Customer Rate Agreement.

2. Right of possession and use. The Renter does not acquire any right, title, equity or interest in or to the Trailer, except the right of possession and use of the Trailer, provided the Renter is not in default of the Account Agreements. The Renter may not claim or attempt to claim any capital cost allowance or depreciation in respect of the Trailer.

3. Transportation to Mexico Prohibited. The Trailer may only be used in the Continental United States and Canada. Equipment is specifically prohibited from being used in Mexico.

4. Licenses and permits. The Trailer is validly licensed for the jurisdiction within which delivery to the Renter occurs. The Renter shall be responsible for all additional licenses, permits or other certificates as may be required by law whether, Federal, Provincial, Municipal or otherwise, for the lawful operation of the Trailer in any Province or State in which it may be operated. Renter will not operate the Trailer if not sufficiently permitted. The Renter shall name The Company the owner of the Trailer in any application for any license, permit or other certificate.

5. Assignment. The Company shall have the right to assign any or all of its rights, obligations, title and interests under this agreement, and its obligation for notice to Renter is limited to written notification to the Renter. Renter shall pay all rent and other amounts due under the Account Agreements to such specified assignee or as instructed by The Company. Any assignee shall have all rights and remedies possessed by or available to The Company as if no such assignment had occurred. The Renter may not assign any of its rights under the Account Agreements.

6. Safety compliance. The Company advises that at the time the Rental Agreement is produced, the Trailer is in compliance with the safety and equipment standards specified by applicable federal, provincial or municipal laws or regulations, and has a valid Inspection decal.

7. Risk. From the time of delivery of the Trailer into the care and control of the Renter, the Renter will bear all risk of loss, damage, theft, disappearance or destruction to or of the Trailer from any cause whatsoever.

8. Inspections. The Renter is obligated to inspect each and every Trailer rented from The Company confirming that the Trailer is in satisfactory condition, and noting any damage on the Rental Agreement at the inception of the rental period. If no damage has been listed on the Rental Agreement, such damage shall be Renter’s responsibility.

The Renter is responsible to perform all pre-trip inspections, according to the provisions of the Commercial Vehicle Safety Alliance standard, and do all adjustments on the Trailer including but not limited to, maintaining the oil level on all axels, repairing any flat, damaged, or worn tires, maintaining all tire pressures at recommended levels, checking and adjusting brakes and connections thereto, checking lights and reflectors, wheels and fasteners, the fifth wheel, suspensions, springs, air bags and controlling attachments, towing and coupling devices, and in respect to any refrigeration units in addition to the aforesaid, checking the thermostat to ensure functionality and proper temperature setting, the refrigerant compression gauge, the anti-freeze level, the water level, the engine oil, and maintaining sufficient fuel for continued operation.

The Renter shall, unless the agreement of The Company to do otherwise is obtained, deliver the Trailer to The Company designated inspection facility at the Renter’s expense sufficiently prior to any existing valid inspection decal expiring to allow The Company to perform any necessary inspections, and in the event the Trailer is in a condition such that repairs and alterations are necessary in order for it to pass any applicable inspection and be certified, the Renter shall pay to The Company all charges in respect to work done and material supplied in order to put the Trailer into a condition whereby it is in a condition to pass all required inspections and receive all necessary certifications.

The Company shall have the right at all reasonable times to inspect the Trailer and any parts thereof and any documents relating thereto to determine the condition of the Trailer and to determine whether the Renter has breached any covenant or condition of the Rental Agreement and the SRTC. The Renter hereby grants Right of Access to the Trailer at any location and time for this or any other purpose.

9. Return condition and location. The Renter shall return the Trailer, at the direction of The Company but at the Renter’s expense on the expiration or termination of the Rental Agreement to the location noted in the Rental Agreement in the same condition and state of repairs as the Trailer was when delivered to the Renter, except for normal wear as set out in Appendix 1 (hereinafter, “Normal Wear”) which is an integral part of these SRTC. The Renter shall return the Trailer to The Company by the end of the noted Term or sooner if the Account Agreements are terminated for any reason by The Company. If Renter remains in possession of Trailers after expiration of the Rental Agreement, all provisions of this Agreement shall continue to apply thereto and rental payments and other amounts owing hereunder shall continue to be payable until surrender of the Trailers. Nothing herein shall have the effect of extending or renewing the term of the Rental Agreement without the written consent of The Company.

10. Extraordinary wear and tear. The Renter is responsible for all damage to the Trailer and for any wear and tear beyond Normal Wear, or wear and tear due to the Renter’s negligence in the operation of the Trailer due to overloading or other abuse.

STANDARD RENTAL TERMS & CONDITIONS

11. Loss, damage or destruction. In all circumstances, from the time of the delivery of the Trailer, the Renter will bear all risk of loss and assumes full responsibility to repair or compensate The Company in the event of loss, damage, theft, disappearance or destruction to or of the Trailer from any cause whatsoever, notwithstanding any “no fault” insurance system in place in the Renter’s jurisdiction. The Renter, is responsible to immediately give notice to The Company of such loss, damage, theft, disappearance or destruction, and thereafter The Company may cause the Trailer to be repaired or replaced with an equivalent Trailer at the Renter’s expense, or be purchased by the Renter for Fair Market Value (FMV), at its sole discretion. Renter is obligated to indemnify The Company for any resulting loss and/or expense, make all payments under the Account Agreements until such loss is paid in full.

12. Indemnities. Notwithstanding any other provision of the Account Agreements, the Renter assumes liability and specifically indemnifies The Company and agrees to hold The Company harmless against all claims, losses, costs, fines, transgressions, defaults, penalties, forfeitures incurred, suffered or asserted against The Company for damages or expenses of any nature or kind, caused directly or indirectly by the Trailer or the use, ownership and maintenance thereof, that The Company may sustain, suffer, pay or incur because of:

- a. loss of or damage to the Trailer because of collision, fire, hail, lightning, theft, vandalism, flood, windstorm, explosion, marine, general average, other casualty, war, insurrection, or terrorism;
- b. damage to property including cargo of any third person as a result in whole or in part of the use or condition of the Trailer while in the custody, possession or control of the Renter including strict liability in tort or in civil responsibility;
- c. death or injury to any third person as a result in whole or in part of the use or condition of the Trailer while in the custody, possession or control of the Renter;
- d. loss or expense as a result of the failure of the Renter to maintain the Trailer as agreed;
- e. loss of business or other damages whatsoever and howsoever caused;
- f. any impairment or pollution of or damage to the environment caused by or arising from the installation, use, operation, maintenance or lack thereof, misuse or over-use of Trailers or due to or arising from any failure by Renter to comply with or any act by Renter in violation of any term, condition or restriction of any license, permit, consent or similar document issued in respect of Trailers or the operation thereof;
- g. Any default, whatsoever, under the Rental Agreement or these SRTC.

The indemnities provided by the Renter to The Company under a Rental Agreement and these SRTC shall survive and continue in full force and effect after termination of the Rental Agreement, in whole or in part, whether by passage of time or otherwise.

13. Insurance. Coverage for non-owned Trailer for Liability, Loss and Physical Damage -Renter shall at its own expense place and maintain with insurers acceptable (for notably, the loss of, and physical damage to, the Trailer as well as liability caused directly or indirectly by the Trailer or the use on condition thereof satisfactory to The Company) to The Company:

- (a) Comprehensive first party all risks insurance on the Trailers for the greater of its full replacement value or the full return The Company is anticipated to make on this Agreement should all payments owing hereunder be made by the Renter to The Company to term (the “The Company Return”). Such insurance shall include: (i) The Company as a named insured; (ii) a loss payable clause in favor of The Company; and (iii) a waiver of subrogation clause in favor of The Company; and

- (b) Comprehensive general public liability and property damage insurance with limits of liability at least equal to \$3,000,000 or such greater amounts as The Company may require. Such insurance shall: (i) extend to all liabilities of Renter under this Rental Agreement arising out of its use or possession of Trailers; (ii) include The Company as a named insured; and (iii) include a cross liability provision which insures each person insured thereunder in the same manner as to the same extent as if a separate policy had been issued to each. Any vehicle insurance shall also include a “Permission to Rent or Lease Endorsement” in favor of Renter.

All insurance policies shall commence from the delivery of the Trailers into the care and control of the Renter and cover The Company and Renter as their respective interests appear and shall contain endorsements providing that: (a) 30 days’ written notice shall be given to The Company before the policy lapses or is materially altered or cancelled; (b) the insurance shall be primary and not contributory; (c) The Company’s coverage and interest as a named insured shall not be invalidated or otherwise adversely affected by any act, neglect, omission or misrepresentation, deliberate, negligent or otherwise, of Renter or its agents, servants or employees; (d) The Company shall not be responsible for payment of any premiums; and (e) The Company may elect to have all proceeds of loss payable only to itself.

Renter shall supply The Company with certified copies of all insurance policies, endorsements or other evidence of the required coverage satisfactory to The Company within 30 days of the delivery of the Trailer into the care and control of the Renter and on request, which insurance policies, endorsements or certificates shall evidence insurance coverage which must respond to claims, liabilities and loss assumed by the Renter under the Account Agreements.

In the event of damage amounting to loss of the Trailers, this Rental Agreement respecting such Trailer(s) shall be deemed to have terminated and The Company shall be entitled to receive immediate payment of The Company’s Return and may retain from the insurance proceeds an amount equal thereto, the Renter remaining liable for any deficiency.

14. Physical damage waiver. (A Physical Damage Waiver is not insurance). A Physical Damage waiver fee applies at the inception of all rental agreements unless the Renter has produced a valid certificate of insurance evidencing Physical Damage coverage satisfactory to The Company at the time of the rental, noting The Company as loss payee, which must be kept in full force and effect during the entire rental period.

The paid Physical Damage Waiver fee will release the Renter from all costs exceeding three thousand dollars (\$3,000.00) per occurrence per unit in respect to loss or physical damage caused to the Trailer, save and except for loss or damage arising from any breach of the conditions referred to in these SRTC and only. Nor does the waiver cover towing or storage of the unit by 3rd parties.

It is understood and agreed that the Physical Damage Waiver shall not be applicable in cases of neglect, willful damage, or single vehicle incidents by the Renter. The Company at its sole discretion, may either revise the fee for the Physical Damage waiver or cancel the Physical Damage waiver, provided The Company has given the Renter ten days (10) prior notice of its intention to either revise the fee or cancel the waiver.

It is understood and agreed that the Physical Damage waiver referred to herein shall be void and have no effect and not be binding upon The Company unless any damage which the Trailer suffered is reported to The Company in writing within seventy two hours (72) of the damage occurring, and the Renter has provided any documentation required by The Company and otherwise co-operates with the requirements of The Company in respect to the investigation of any action connected with recovering compensation for such damage.

It is understood and agreed that the Physical Damage waiver referred to herein does not in any way apply to liability insurance coverage.

STANDARD RENTAL TERMS & CONDITIONS

15. Representations or warranties. The Company makes no representation or warranty of any nature or kind with respect to any Trailer rented to the Renter expressed or implied, its condition, design, durability, operation, suitability or fitness for the use intended by the Renter merchantability, its freedom from liens and encumbrances, The Company's good title thereto, nor as to any other matter or thing whatsoever, and the Renter confirms and acknowledges that it has not relied upon any representation or warranty.

16. Payments. The Renter shall unconditionally and without set-off or compensation pay the rent stipulated in any Rental Agreement even if the Trailer does not operate as intended by the Renter, operates or performs in a manner that otherwise would constitute a fundamental breach of contract, or is unacceptable for any other reason whatsoever, and pay:

- a. rent at the rate prescribed in The Company's Customer Rate Record as advised to the Renter and as amended from time to time;
- b. Renter is obligated to indemnify The Company for the loss and make all payments under the Account Agreements until the loss is paid in full;
- c. in cases of loss, damage, theft, disappearance or destruction to or of the Trailer;
- d. all charges including but not limited to estimated or actual mileage charges, estimated or actual hourly reefer or heater usage charges, and Physical Damage waiver charges;
- e. all taxes levied against or based upon the amount of rent and other charges to be paid, which taxes include all taxes, charges and fees, save and except income taxes;
- f. all costs and expenses including legal fees and disbursements on a solicitor/client basis, full indemnity basis incurred by The Company in enforcing any of the terms, covenants, and indemnities provided herein or establishing a default of the Rental Agreement by the Renter;
- g. Interest at the rate of 26.82% per annum calculated on all amounts which are due to The Company and which remain unpaid.

17. Operation and usage of Trailer. The renter acknowledges that it has relied on its own knowledge, experience and expertise in renting any trailer. The Renter must operate, use and maintain the Trailer at all times and maintain all records, logs and other materials in conformity with all applicable laws, orders, rules, regulations and directives of any government department, board, or regulatory authority.

The Renter must not use or operate the Trailer or permit the Trailer to be used or operated illegally or for any illegal purpose or contrary to any applicable law, regulation, order, rule or directive of any governmental department, board or regulatory authority or contrary to any terms of any insurance policy in force in connection with the Trailer, or in any way other than in a careful and prudent manner.

The Renter must not permit the Trailer to be operated or towed by any person other than the Renter, its agents and employees, each of whom the Renter warrants to be a careful and dependable operator, having all necessary currently valid licenses and permits to operate the Trailer and the power equipment used in connection therewith as required by law.

The Renter shall not transport, load or store in or on the Trailer any medical, hazardous, infectious, explosive, radioactive, corrosive waste or materials, or poison gases, Cannabis hereinafter referred to as Hazardous Materials. In the event that The Company determines that the Renter has used the Trailer for such purposes, the Renter is responsible for all costs associated with cleaning and decontaminating the Trailer and any other impacted property, whether or not the Renter chooses to undertake this responsibility directly or The Company engages to have it performed. In either case the clean-up is to be conducted in a timely manner and be documented to The Company's satisfaction.

In addition to the above, The Company may in its sole and absolute discretion require the Renter to purchase the Trailer at fair market value, which amount is a genuine pre-estimate of loss and damage suffered by The Company as a result of its having to replace the Trailer so used, and not as a penalty.

18. Sub-rent. The Renter must not without the prior written consent of The Company sublet or otherwise relinquish possession of the Trailer or any part thereof except for required or scheduled maintenance or as otherwise permitted pursuant to the Rental Agreement and the SRTC.

19. Further acts. The Renter agrees to execute all such further documents and do all such further acts and things as The Company may reasonably require for the purpose of registering this Rental Agreement at any registry or office of any Government department, board or authority, domestic or foreign so as to evidence and protect the interest of The Company.

20. Notice period. The Renter agrees to provide at least 30 days prior written notice of its intention to change its name, or enter into any amalgamation, merger, or other corporate proceedings or continue into another jurisdiction.

21. Events of default. The following shall constitute default under the Rental Agreement and under these SRTC:

- a. the Renter fails to make any rent payment or other payment required when due;
- b. the Renter fails to perform or observe any covenant, condition or agreement to be performed or observed as required by the Account Agreements and these SRTC;
- c. the Renter purports to sell, assign, transfer, sublet, pledge, hypothecate, mortgage, charge or create a security interest in, or otherwise suffer a lien, encumbrance or other adverse claim of any kind, upon or against any interest in the Rental Agreement or the Trailer without The Company's prior written consent;
- d. the Renter agrees to keep the Trailer free and clear of all seizures, forfeitures, confiscations, liens, claims, privileges, debts, taxes, charges, pledges, security interests, hypothecs, encumbrances or adverse claims of any nature or kind whatsoever;
- e. Any insurance coverage required to be obtained and maintained by Renter hereunder shall lapse, expire, be reduced or be cancelled;
- f. the Renter ceases to be in possession of the Trailer save and except if the Trailer is parked at the premise of a customer of the Renter for the purpose of loading, unloading or de-stuffing;
- g. the Renter becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or consents to the appointment of a Trustee or Receiver, or if a Trustee or Receiver of the Renter is appointed, or if bankruptcy, reorganization, liquidation or insolvency proceedings are instituted against the Renter, or at its instigation;
- h. if the Trailer or any material part thereof is seized under any legal process, confiscated, sequestered, attached, or distress is levied thereon;
- i. if the Renter suffers the loss or suspension of any license, permit, or other operating authority required for the operation of its business or any part thereof, affecting the use of the Trailer;
- j. if The Company in good faith believes there are reasonable commercial grounds to consider itself insecure, or that the prospect of payment or performance by the Renter under the Rental Agreement is about to be impaired or that the Trailer is about to be placed in jeopardy.
- k. A Default under this Rental Agreement shall be deemed a default under all other present and future agreements entered into between Renter and The Company or any affiliate of The Company.

STANDARD RENTAL TERMS & CONDITIONS

22. Default recourse. In the event of any default by the Renter under the Rental Agreement or these SRTC, The Company may at its sole discretion elect to do any of the following:

- a. Declare this Rental Agreement to be in default (with or without terminating this Rental Agreement) whereupon all obligations of the Renter under any Account Agreements shall be immediately due, payable and enforceable without any notice or demand whatsoever;
- b. take possession of the Trailer, and for that purpose enter any premise where the Trailer is located, and may sell, lease or otherwise dispose of the Trailer, by public or private means, and upon such terms and consideration as The Company may accept, and the Renter hereby waives and agrees not to make any claim for damages arising from or connected in anyway with such retaking of possession;
- c. irrevocably appoint itself agent and attorney for the Renter and without terminating or being deemed to have terminated this Rental Agreement take possession of the Trailer and proceed to rent the Trailer to any other person, firm or corporation on such terms and conditions, and for such rental, and for such period of time as The Company may deem fit, and receive such rent and hold the same and apply the same against any monies expressed to be payable from time to time by the Renter;
- d. terminate this Rental Agreement, and by written notice to the Renter require the Renter to forthwith pay to The Company on the date specified in such notice, as a genuine pre-estimate of liquidated damages for loss of opportunity, and not as a penalty, the aggregate value of all unpaid amounts due hereunder, and the present value of the remaining amounts due under the Rental Agreement, calculated by discounting such amounts at the current prime rate of interest per annum, less the net amount received by The Company on any sale, lease or other disposition of the Trailer, after deducting all costs and expenses including legal fees and disbursements based on a solicitor client basis.

The remedies referred to in this clause are not exclusive but are cumulative and are in addition to and not in substitution for any other remedies referred to in the Rental Agreement or the SRTC or otherwise available to The Company at law or in equity.

23. Claims for loss or damage. The Company shall not be liable for loss or damage to any property left stored or loaded in the Trailer, or transported in or upon the Trailer, and the Renter does hereby expressly waive all claims or demands for any such loss or damage, including but not limited to, loss of profits or other alleged consequential loss or damage, which it may have had against The Company and the Renter shall hold The Company harmless against any and all such claims and demands that could be filed by third parties.

If a claim is made against The Company or its insurer arising out of the use and operation of a Trailer by the Renter, the Renter shall cooperate in the defense of such claim or claims by providing written reports from its servants or agents pertaining to such claims and otherwise aid in the defense of such claims as may be reasonably required by The Company and its insurer and the Renter's insurer.

24. Time. Time is of the essence with respect to a Rental Agreement and the failure of The Company to insist upon strict performance of any of the terms and conditions of the Rental Agreement or these SRTC shall not be deemed a waiver of any rights or remedies that The Company may have, and shall not be deemed a waiver for any subsequent breach or default of any such term or condition. No waiver by The Company of any of its rights pursuant to a Rental Agreement or the SRTC shall be effective unless it is in writing signed by TEN Canada Ltd.

25. Validity. If any provision of the Rental Agreement or these SRTC is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of the Rental Agreement or the SRTC, and such invalid provisions shall be severed from the remainder of the Rental Agreement or these SRTC. In the event that the provisions of the Rental Agreement or these SRTC are invalid in a jurisdiction, but valid in another jurisdiction, the invalidity in a jurisdiction shall not in any way negate or void the validity in any other jurisdiction.

26. Words. Words importing numbers shall be deemed to include a greater or lesser number as the contexts so requires, and words importing gender shall be deemed to include the other gender, or the body corporate or politic, and words importing the body corporate shall be deemed to include the body personal of either gender.

27. Joint and several. In the event that a Rental Agreement is executed by two or more persons as Renters, guarantors or covenantors, the covenants and the agreements on the part of the Renter contained in the Rental Agreement and these SRTC shall be deemed to be joint and several (solidarily in Quebec) covenants.

28. Notification rights. The Renter waives all rights to receive from The Company a copy of any Financing Statement, or Financing Change Statements, or other equivalent filings or registrations which may be filed at any time in respect of the Rental Agreement.

29. Entire agreement. The Rental Agreement, Terms and Conditions of Credit, and these SRTC contain the entire agreement between the parties pertaining to the subject matter of the Rental Agreement. No agreements, representations or understanding not specifically contained in the Rental Agreement, or specified in these SRTC, shall be binding upon any of the parties of the Rental Agreement unless in writing and signed for The Company by TEN Canada Ltd.

The terms of a Rental Agreement and these SRTC shall be binding upon and endure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, executors and permitted assigns as the case may be.

30. Authorization. The Renter acknowledges and agrees that persons taking possession of a Trailer on the Renter's behalf are authorized to execute a Rental Agreement in respect to each Trailer.

31. English/French. The parties have expressly requested that the present SRTC and supporting documents and/or correspondence and notices be drafted in the English language. Les parties ont expressément requis que le présent SRTC, toute autre entente ancillaire et correspondance et avis soient rédigés en anglais.

32. Force Majeure. TEN shall not be liable for any delay in or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond TEN's reasonable control, including but not limited to acts of God, pandemic or epidemic, government orders or regulatory action, war, civil unrest, terrorism, fire, flood, earthquake, labour disputes not involving TEN's own workforce, supply chain disruption, or failure of third-party suppliers (each, a "Force Majeure Event"). TEN shall notify the Customer as soon as reasonably practicable upon becoming aware of a Force Majeure Event affecting its performance. TEN's obligations shall be suspended for the duration of the Force Majeure Event and TEN shall use commercially reasonable efforts to resume performance as soon as practicable. For greater certainty, a Force Majeure Event shall not excuse Customer from its obligation to pay lease payments or any other amounts due under this Agreement, nor shall it excuse Customer from its obligations in respect of the care, custody, and maintenance of the Equipment.

SRTC ACKNOWLEDGEMENT & SIGNATURES

The Renter hereby acknowledges that it has read and understands all the provisions herein, and agrees that all the terms hereof form part of all Rental Agreements entered into by the Renter in respect to Trailers rented by it from The Company. The Renter also acknowledges that the signatory below is authorized to sign these SRTC on behalf of the Renter.

Dated this day of ,20

THE COMPANY: TEN CANADA LTD.

SIGNED

PRINT NAME TITLE

FOR THE RENTER

SIGNED

PRINT NAME TITLE

I have the authority to bind the corporation

NORMAL WEAR SCHEDULE

This Normal Wear Schedule forms an integral part of Standard Rental Terms and Conditions signed between Lessee and TEN Canada Ltd.

STRUCTURAL WEAR (GENERAL)

- Minor dents and scratches in the sides, rails or nose of a trailer will be accepted so long as the trailer remains structurally sound and watertight.
- Scrapes and gouges in the floor are acceptable so long as they are not deeper or wider than ½" and longer than 12".
- Minor damage to a crossmember is acceptable provided the flange and/or end clip is not separated from the floor or the frame. Crossmembers that are bowed more than 3/8" as measured with a chalk line must be replaced.
- Tire carriers may be bent or scratched provided that they are still structurally secure and functional.
- The ICC bumper may be dented or scratched (with no need for replacement by Lessee) provided that: the weld securing has not been damaged; it has not been bent in either direction by more than 3"; the edges are not exceptionally jagged so as to create a safety hazard; no modifications, no sectioning or patching of ICC bumpers; all bumpers replaced by Lessee must be OEM approved.
- Any plywood seriously gouged so as to expose an exterior panel, interior post, or side post, or containing holes larger than 6", must be replaced.
- The doors may be scraped or scratched provided that the aluminum skin is not punctured. If the doors are dented to the extent that the interior door blank is broken or the seal is no longer watertight, then repairs must be made. Typical repairs would include straightening doors, plating doors, plugs, skin sections, or in severe cases, replacing doors. All doors being repaired must be structurally sound with no interior degradation beyond the point of repair.

REPAIR GUIDELINES

Roof Sections: Sections must be installed with solid type buck rivets; 26.5 ft. roof sections are the maximum. Installation must include a double row of rivets at the seam (one row in front and one row behind a roof bow). A section must not be riveted into roof bows. Two (2) sections per roof are the maximum, one in the front, and one in the rear. Sections must start from the nose rail or rear header. No sections will be allowed in the center of the roof. (Pop Patches are temporary)

Roof Patches: Patches cannot be larger than 9 square feet nor have a dimension longer than 3'. A strip patch along the top rails is acceptable but must not exceed 10' long by 1' wide. Installed strip patches must be secured to a top rail. All roof patches must be installed using solid type buck rivets. No more than 3 patches are allowed within a 10' section and a roof cannot have more than 8 total patches installed. Any pop rivet patches will be considered temporary patches and replaced at the time of turn-in at the Lessee's expense.

Roof Bows: Roof bows bent more than ½" in either direction must be straightened or replaced.

Body Rails: Minor dents are defined as less than ½" in width or depth and no longer than 12". Minor body rail dents do not need to be repaired. Dents deeper than ½" but not exceeding 2" in width or longer than 12" must be "back plated" or reinforced using 50K psi yield strength steel and must be at least 1/8" x 4" x 48". Each plate must span at least 4 crossmembers, 2 on each side of the repair. If damage is at or above the floor line, back plates must be installed both above and below the floor line. Back plates, like splice plates, require at least 10 correct fasteners on each side of the repair. Minor welding is acceptable but not to exceed 3" in length or ½" in width.

• Sections are required when damage is greater than that specified for back plate repairs, provided that no rail sections are allowed on trailers 3 years or newer.

- As to sectioning body rails: No more than 1 section per rail
- Sections must start at either the front or rear – no middle sections allowed
- Sections must be at least 5' in length. Bottom rail sections must start from the front, and must extend past the landing gear.
- Splices are not permitted in the middle 8' of any trailer measuring from either direction.
- No more than 2 rails on a trailer may be sectioned. If on the same side of the trailer, then section splices must be at least 5' apart.
- All bottom rail sections below the floor line must be "back plated" or reinforced using 50K psi yield strength steel and must be at least 1/8" x 4" x 48" over the dolly area and slider rail area. In the bay area of the trailer, ¼" x 4" x 48" must be used. Above the floor line, all bottom rail sections must be "back plated" or reinforced using 50K psi yield strength steel and must be at least 1/8" x 4" and extend from side post to side post.
- No sectioning of high base rails is permitted.
- All top rail sections must be "back plated" or reinforced using 50K psi yield strength steel and must be at least 1/8" x 4" between the side posts.
- Top Rail lip repair can be made with 1" X 1" aluminum angle not to exceed 8' in length. No more than 1 section permitted per rail.

Nose Rails: Minor dents less than ½" in any direction and less than 12" long may be straightened. No sections are permitted on nose rails. Minor welding is acceptable but not to exceed 3" in length or ½" in width.

Side Panel Patches: A side panel patch cannot exceed 24" in any direction and must be square or rectangular in shape using like material & color as original side panel. Self-sealing rivets are allowed and must be evenly spaced and aligned correctly on all trailers older than 3 years from manufactured date. Any side panel patch installed on a trailer 3 years or newer from the manufactured date must be installed using buck rivets following the same spacing and alignment requirement as listed above.

• Composite panel vans cannot have cuts exceeding 2" wide or longer than 12" before panel must be replaced. A panel bowed out more than 1/2" must be replaced.

NORMAL WEAR SCHEDULE

Side Posts: If a post is cut through either rivet flange or is flattened or cracked, it must be replaced. Minor cuts between rivet flanges must be properly repaired. Posts bowed more than 1" for sheet & post trailers and no more than 3/4" for composite panel vans must be replaced.

Panel Sections: No panel section is allowed on trailers 3 years or newer. When permitted, panel sections may be no more than 48" wide by 24" high. There cannot be more than 4 panels sectioned consecutively. No more than 6 panels can be sectioned per side.

Lift Gates: All plumbing, both electrical and hydraulic, will be run through grommets, conduit or housings to prevent damage. Absolutely no plumbing will run over the top of tires without a hat post. Ensure all electrical connections are clean, tight and coated with dielectric grease during service.

Floor Sections: A floor section must cover a minimum of four crossmembers or be 4' in length. Floor joints must be caulked and all boards in the floor must be staggered. Steel plates over holes are not allowed. Gouges no deeper or wider than 1/2" and not longer than 12" may be filled with wood filler material. Larger gouges or holes in floor must be sectioned per above guidelines.

• Flatbed trailer floors cannot have gouges filled with wood filler regardless of size.

Doors: If door molding/seal is damaged longer than 4", or if the door does not seal well enough to prevent light from penetrating, the door molding/seal must be sectioned or replaced entirely.

— Roll Doors: The door seals will be in place and without tears, rips or missing material. Hinges need to be on the door, securely fastened, and in good working order. The track needs to be secure, and the rollers should travel freely. Side door seals that are missing, ripped or bent will be replaced with brush type door seal material. Header seals that are missing or ripped will be replaced with the OEM materials only. Bottom door seal material will be replaced with like material only. Missing rollers or hinges will be replaced with like materials. Fiberglass door panels cannot be repaired and will be replaced from the OEM. Panels can be replaced independent of the entire door.

Landing Gear Assembly: All bent or missing braces must be straightened or replaced using grade 8 bolts when bolted on. Minor dents or bends in sandshoe are acceptable and do not call for replacement.

Crossmembers: Bent crossmembers torn away from end clips or the floor must be repaired or replaced.

- Bay area crossmembers bowed more than 3/8" as measured with a chalk line is not considered normal wear and must be replaced.
- Crossmembers cannot be sectioned unless located over the slider rail (Maximum number of crossmembers to be sectioned is 2 per side)
- Bent, bowed, or crushed crossmembers over landing gear wing plates must be replaced.
- Crossmembers over suspension sub-frame with minor web, flange or web to flange cracking 1" long or more must be replaced. Cracking less than 1" long may be repaired by welding.

Suspension: Examples of normal wear and use include replacement of radius rods, air bags or equalizers due to gradual wear. Examples of damage for which Lessee is responsible include broken leaf springs; or support arms, or other components damaged by impact or trailer overloading.

Brakes: Examples of normal wear and use include normal life wear out of parts such as brake linings, drums and bushings. Examples of damage for which Lessee is responsible include excessive brake wear or brake "burn up" as a result of improper braking. Excessive brake wear is caused by equipment abuse either in improper braking or trailer overloading and will be recognized when a trailer gets less than 20,000 miles per 1/8" of brake lining.

Tires: Normal wear and use include tire replacement due to normal life tread wear, and minor tread or sidewall damage not requiring repair. Examples of damage for which Lessee is responsible include excessive wear, irregular wear, tire damage, flat tires and inferior quality tires (Inferior defined as not meeting TEN Retread Specifications). Excessive or irregular wear is any wear that causes a tire to have a tread life of less than 12,000 miles per 1/32nd of tread.

Graphics: All decals and graphics must be removed prior to termination. Lessee will be charged for all repainting costs resulting from damage, cosmetic or otherwise, caused by removal of decals.

ROUTINE MAINTENANCE BETWEEN PMS

Items that are part of routine equipment inspection/care between scheduled PM/Annual CVI inspections are the responsibility of the Lessee. These include, but are not limited to, the following:

- All M.O.T. mandated pre-trip and post-trip driver inspections
- All physical damage items to trailer and refrigeration unit, if applicable
- Maintaining proper tire pressure levels & repairing flat and physically damaged tires
- Maintaining proper oil levels in axle wheel ends
- Brake adjustments
- Light bulb and/or sealed lights that need replaced
- Brake linings frozen to drums due to forces of nature (cold weather freezing or rust seizure)
- Proper lubrication of suspension sub-frame slider pads
- Torn or missing mud flaps
- Suspension/Axle Alignment
- All ordinary maintenance required between scheduled services
- Check the hydraulic fluid level in the pump reservoir. (Liftgate Equipment)
- Keep track of the grade of hydraulic fluid in the pump reservoir. Never mix two different grades of fluid. (Liftgate Equipment)
- Check electrical wiring for chaffing and make sure wiring connections are tight and free of corrosion. (Liftgate Equipment)
- Check for worn-out links on each of the platform chains, if applicable. (Liftgate Equipment)

NORMAL WEAR ACKNOWLEDGEMENT

Dated this day of ,

AGREED TO

THE COMPANY: TEN CANADA LTD.

SIGNED

PRINT NAME

TITLE

FOR THE RENTER / LESSEE

SIGNED

PRINT NAME

TITLE

I have the authority to bind the corporation

PERSONAL GUARANTEE

GUARANTOR — PRINT PERSONAL NAME

DATE OF BIRTH (DD/MM/YYYY)

SIN

HOME ADDRESS

EMAIL ADDRESS

DATE

DEBTOR — COMPANY NAME

LOCATED AT

WHEREAS, the company named above (hereinafter the "Debtor"), desires to transact business with and to obtain credit or a continuation of credit from TEN.

AND WHEREAS, TEN is unwilling to extend or continue credit to the Debtor unless it receives a guarantee of the undersigned covering the Liabilities of the Debtor to TEN as defined below.

NOW, THEREFORE, in consideration of the promises and of other good and valuable consideration herein, and to induce TEN from time to time, in its discretion, to extend or continue to extend credit to the Debtor, to enter into equipment lease agreements, and/or other agreements with the Debtor or otherwise do business with the Debtor.

The undersigned hereby irrevocably, absolutely and unconditionally guarantees to TEN the payment of all liabilities of the Debtor to TEN of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by TEN by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, irrespective of any invalidity therein, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefor (all of which are hereinafter collectively referred to as the "Liabilities of the Debtor")

The undersigned agrees that they shall be liable to TEN as principal obligor, and their obligations under this Guarantee shall be joint and several with those of the Debtor and of any other guarantor, and that TEN may enforce this Guarantee against the undersigned without first taking any steps or proceedings against the Debtor or any other party. TEN shall not be required to make any demand upon, or to take any action or proceedings against, the Debtor or any other person before enforcing this Guarantee or seeking payment from the undersigned. The undersigned hereby waives any right to require that TEN proceed first against the Debtor or any other party or enforce any security before proceeding under this Guarantee.

The undersigned further agrees this Guarantee shall be a continuing guarantee of the payment and performance of all present and future Liabilities of the Debtor, and that the obligations under this Guarantee are absolute and unconditional.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse TEN, to the extent that such reimbursement is not made by the Debtor, for all expenses (including counsel fees) incurred by TEN in connection with any of the Liabilities of the Debtor or the collection thereof, and will pay legal fees and disbursements on a full indemnity basis if this Guarantee is placed with a lawyer for enforcement or collection from the undersigned.

The undersigned may by notice in writing, delivered personally to an officer of TEN at 1880 Britannia Road East, Mississauga, Ontario, L4W 1J3, terminate this Guarantee with respect to future Liabilities of the Debtor incurred or contracted by the Debtor, 30 days after such notice is so delivered or received.

The undersigned hereby waives (a) notice of acceptance of this Guarantee and of extensions of credit by TEN to the Debtor; (b) presentment and demand for payment of any of the Liabilities of the Debtor; (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Debtor; (d) all other notices to which

the undersigned might otherwise be entitled; (e) any demand for payment under this Guarantee; (f) benefit of all exemptions and homestead laws; and (g) all set-offs and counterclaims.

Each of the undersigned shall furnish to TEN such statements of personal net worth, income and liabilities and other financial information as TEN may reasonably require from time to time for the purposes of assessing the creditworthiness of the undersigned.

Each reference herein to TEN shall be deemed to include its successors and assigns, in whose favor the provisions of this Guarantee shall also inure. Each reference herein to the undersigned shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this Guarantee.

The term "undersigned" as used herein shall, if this instrument is signed by more than one party, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking, provided, however, that in the next succeeding paragraph hereof the terms "undersigned" shall mean the "undersigned or any of them".

No delay on the part of TEN in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligation of the undersigned or of the waiver of the provisions of this Guarantee be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This Guarantee is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the Province of Ontario and shall be in all respects governed, construed, applied, and enforced in accordance with the laws of said Province; and no defense given or allowed by the laws of any other Province or Country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the Province of Ontario.

Each of the undersigned guarantors further agrees that any claim or controversy relating directly or indirectly to this Guarantee shall be resolved only before a court in the Province of Ontario and nowhere else. Each guarantor expressly agrees that the courts in Ontario shall have personal jurisdiction over said guarantor and each guarantor expressly consents to such courts' exercise of that jurisdiction.

If any provision or part of any provision of this Guarantee is in conflict with any applicable statute or rule of law, then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision.

This Guarantee constitutes the entire agreement between TEN and the undersigned with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, relating hereto. No amendment or waiver of this Guarantee shall be binding unless in writing and signed by TEN.

The undersigned acknowledges having read and understood all of the terms and conditions of this Guarantee in full.

INDEPENDENT LEGAL ADVICE**GUARANTOR SIGNATURE**

SIGNED

PRINT NAME

DATE

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of the City of _____, in the Province of _____

, Barrister and Solicitor, certify that I was consulted by the Guarantor with respect to their rights and obligations under this Guarantee and Indemnity.

I acted only for the Guarantor and fully explained to them the nature and effect of the Guarantee and Indemnity. The Guarantor acknowledged that they completely understood the nature and effect of the Agreement. The Guarantor executed the Agreement in front of me and confirmed that they were entering into the Agreement of their own volition without any fear, threats, compulsion or influence by TEN or any other person.

SIGNED

PRINT NAME

DATE

WAIVER OF INDEPENDENT LEGAL ADVICE

The undersigned acknowledges that TEN has recommended that I seek independent legal advice with respect to the terms of the Guarantee and Indemnity, and that I have been given an opportunity to seek such legal advice. Notwithstanding such recommendation, and said opportunity, I acknowledge and declare that:

- a) I wish to enter into this Guarantee and Indemnity without independent legal advice;
- b) I have read and understood the terms of this Guarantee and Indemnity, and acknowledge they correctly set out my wishes and intentions;
- c) I will not seek to challenge this Guarantee and Indemnity at some later date on the basis of a complaint that I did not receive independent legal advice or that I did not understand the terms; and
- d) I agree to be bound by those terms.

I also acknowledge and declare that I am executing this Guarantee and Indemnity of my own volition and without fear, threats, compulsions or influence by TEN or any other person.

SIGNED

PRINT NAME

DATE

CORPORATE GUARANTEE

DEBTOR — COMPANY NAME	LOCATED AT	DATE

WHEREAS, the company named above (hereinafter called "Debtor"), desires to transact business with and to obtain credit or a continuation of credit from TEN Canada Ltd. (hereinafter called "TEN"), a Canadian federal corporation.

AND WHEREAS, TEN is unwilling to extend or continue credit to the Debtor unless it receives a guarantee of the undersigned covering the Liabilities of the Debtor to TEN as hereinafter defined.

NOW, THEREFORE, in consideration of the promises and of other good and valuable consideration herein, and in order to induce TEN from time to time, in its discretion, to extend or continue credit to the Debtor, to enter into equipment lease agreements, and/or other agreements with the Debtor or to otherwise do business with the Debtor, the undersigned hereby absolutely and unconditionally guarantees to TEN the payment of all liabilities of the Debtor to TEN of whatever nature, whether now existing or hereafter incurred, whether created directly or acquired by TEN by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, irrespective of any invalidity therein, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefor (all of which are hereinafter collectively referred to as the "Liabilities of the Debtor").

Without limiting the generality of the foregoing, the undersigned agrees that its obligations under this Guarantee shall be joint and several with those of the Debtor and of any other guarantor, and that TEN may enforce this Guarantee against the undersigned without first taking any steps or proceedings against the Debtor or any other party. The obligations under this Guarantee are absolute and unconditional, and shall not be affected by any act or omission of TEN or any other party. TEN shall not be required to make any demand upon, or to take any action or proceedings against, the Debtor or any other person before enforcing this Guarantee or seeking payment from the undersigned. The undersigned hereby waives any right to require that TEN proceed first against the Debtor or any other party or enforce any security before proceeding under this Guarantee.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse TEN, to the extent that such reimbursement is not made by the Debtor, for all expenses (including counsel fees) incurred by TEN in connection with any of the Liabilities of the Debtor or the collection thereof, and will pay legal fees and disbursements on a full indemnity basis if this Guarantee is placed with a lawyer for enforcement or collection from the undersigned.

This Guarantee is continuing and shall remain in full force and effect irrespective of any interruptions in the business relations of the Debtor with TEN. The undersigned may by notice in writing, delivered personally to or received by registered mail by, an officer of TEN at 1880 Britannia Road East, Mississauga, Ontario, L4W 1J3, terminate this Guarantee with respect to all Liabilities of the Debtor incurred or contracted by the Debtor or acquired by TEN 30 days after the date on which such notice is so delivered or received.

All monies available to TEN for application in payment or reduction of the Liabilities of the Debtor may be applied by TEN in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Debtor as TEN may elect.

The undersigned hereby consents that from time to time, before or after any default by the Debtor, with or without further notice to or assent from the undersigned, any security at any time held by or available to TEN for any obligation of the Debtor, or any security at any time held by or available to TEN for any obligation of any other person secondarily or otherwise liable for

any of the Liabilities of the Debtor, may be exchanged, surrendered or released and any obligation of the Debtor, or of any such other person, may be changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or any default with respect thereto waived, and TEN may release, in whole or in part, any other person, and may extend further credit in any manner whatsoever to the Debtor, and generally deal with the Debtor or any security or other person as TEN may see fit; and the undersigned shall remain bound under this Guarantee notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver inaction, extension of further credit or other dealing.

The undersigned hereby waives (a) notice of acceptance of this Guarantee and of extensions of credit by TEN to the Debtor; (b) presentment and demand for payment of any of the Liabilities of the Debtor; (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any of the Liabilities of the Debtor; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this Guarantee; (f) benefit of all exemptions and homestead laws; and (g) all set-offs and counterclaims.

This Guarantee of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Debtor or any other person or to require that resort be had to any security.

Each of the undersigned hereby subordinates any sums now or hereafter due to him or it from the Debtor (the "Subordinated Indebtedness") to the payment of any sums now or hereafter due to TEN from the Debtor and assigns, transfers and sets over onto TEN all of his or its right, title and interest in and to the Subordinated Indebtedness (and agrees to execute any additional assignments and instruments that TEN may deem necessary or desirable to effectuate, complete, perfect, or further confirm such assignment and transfer); provided, however, that, unless and until the Debtor shall default in the payment, performance or discharge of any obligation to TEN, the undersigned may receive payments of principal of, and interest on, the Subordinated Indebtedness. In the event of any such default, and for so long thereafter as the Debtor shall be indebted to TEN, each of undersigned (a) agrees that he or it will not, without the prior written consent of TEN, demand, take steps for the collection of, or assign, transfer or otherwise dispose of the Subordinated Indebtedness or any part thereof or realize upon or enforce any collateral securing the Subordinated Indebtedness or any part thereof and will not demand or accept any property of the Debtor as security for the Subordinated Indebtedness or any part thereof; (b) agrees that he or it will deliver to TEN upon demand each negotiable or other instrument held by him or it evidencing all or any part of the Subordinated Indebtedness and any security received for or on account of the Subordinated Indebtedness; and (c) authorizes and empowers TEN or any person TEN may designate to demand, receive, sue or collect, receipt for and give full discharge for the Subordinated Indebtedness, to endorse any checks, drafts, notes or other and instruments for the payment thereof payable to or to the order of the undersigned that may be received by TEN, and to exercise all other rights and remedies that the undersigned would have with respect to the Subordinated Indebtedness but for this agreement; and any and all payments made on account of the Subordinated Indebtedness received by the undersigned after any such default shall be held by the undersigned in trust for TEN and promptly remitted to TEN after appropriate endorsement, if any, in the exact form received by the undersigned.

If a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Debtor or the Debtor's property, each of the undersigned empowers TEN, in addition to the foregoing, to file proof of claim for the Subordinated Indebtedness then owing to him or it, in the name of TEN or in the name of the undersigned, as the true and lawful owner of such claim, with power to receive all payments thereon, and each of the undersigned agrees to provide TEN with all information and documents necessary to file such proof of claim; to vote for or against any proposal or resolution that may be submitted under the Bankruptcy Act or any amendment thereto; to vote for a trustee of the estate for the Debtor or for a committee of creditors; to accept or reject any plan of reorganization, arrangement or extension or proposition proposed by or for the Debtor; to receive payments of dividends or distribution or other consideration; and otherwise to exercise all other rights and privileges that could be exercised by the undersigned in connection with any of the foregoing matters but for this agreement. The undersigned shall deliver any powers of attorney or such other documents as may be reasonably requested by TEN or a trustee to give effects to the foregoing rights. The net amount received by TEN from the Subordinated Indebtedness shall be applied to any amounts due and to become due to TEN from the Debtor, and the excess, if any, shall be returned to the undersigned. TEN shall in no event be liable for any failure to prove Subordinated Indebtedness, for failure to exercise any rights with respect thereto, or to collect any sums payable thereon or to otherwise take any action in connection therewith.

Each of the undersigned shall furnish to TEN such balance sheets, statements of income, expenditures and surplus and other financial statements as TEN may reasonably require from time to time for the purposes of assessing the creditworthiness of the undersigned.

Each reference herein to TEN shall be deemed to include its successors and assigns, in whose favor the provisions of this Guarantee shall also inure. Each reference herein to the undersigned shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this Guarantee.

The term "undersigned" as used herein shall, if this instrument is signed by more than one party, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking, provided, however, that in the next succeeding paragraph hereof the terms "undersigned" shall mean the "undersigned or any of them". If any party hereto shall be a partnership, the agreements and obligations on the part of the undersigned herein contained shall remain in force and applicable notwithstanding any changes in the individuals composing the partnership and the term "undersigned" shall include any altered or successive partnerships but the predecessor partnerships and their partners shall not thereby be released from any obligation or liability.

No delay on the part of TEN in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligation of the undersigned or of the waiver of the provisions of this Guarantee be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This Guarantee is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the Province of Ontario and shall be in all respects governed, construed, applied, and enforced in accordance with the laws of said Province; and no defense given or allowed by the laws of any other Province or Country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the Province of Ontario.

If any provision or part of any provision of this Guarantee is in conflict with any applicable statute or rule of law, then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may

conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision.

The guarantor(s) hereunder hereby waive presentment, demand, notice of dishonor, protest and notice of non-payment and protest. Each of the undersigned has executed this instrument in the capacity of guarantor regardless of the location of his signature.

The undersigned guarantor(s) hereby jointly and severally release and discharge TEN from any and all claims, liabilities, demands, damages and causes of action and waive all affirmative defenses which the guarantor(s) have asserted or claimed or might now or hereafter assert or claim against TEN, whether known or unknown, arising out of, relating to, or in any way connected with any prior related event, provided that such release shall not apply to any claims arising from gross negligence, willful misconduct, or fraud on the part of TEN. As used in this agreement, the term "prior related event" shall mean any act, omission, circumstance, agreement, loan, lease, extension of credit, transaction, event, action or occurrence between or involving the guarantor(s) and TEN, made, extended or occurring at any time or times prior to the execution of this Guarantee, and which was related to, based upon or in any way connected with, directly or indirectly, any of the obligations, the documents or the transactions contemplated hereby or undertaken pursuant thereto or in connection therewith.

Each of the undersigned guarantors hereby waives any right to a jury trial with respect to any matter arising under or in connection with this Guarantee.

Each of the undersigned guarantors further agrees that any claim or controversy relating directly or indirectly to this Guarantee shall be resolved only before a court in the Province of Ontario and nowhere else. Each guarantor expressly agrees that the courts in Ontario shall have personal jurisdiction over said guarantor and each guarantor expressly consents to such courts' exercise of that jurisdiction. Each guarantor hereby intentionally and knowingly waives any defense of lack of jurisdiction, improper venue, inconvenient forum and benefit of any other law permitting it to avoid the forum selection provision in this paragraph. Each guarantor acknowledges that its agreement to the provisions of this paragraph is a specific inducement for TEN to extend or continue credit to the Debtor and TEN will rely upon that inducement. But for the inclusion of this forum selection provision, TEN would not extend or continue credit to Debtor, and the guarantor should not enter into this agreement if it does not intend to honor the provisions of this paragraph. A guarantor's initiation of legal proceedings in any other forum shall be a material breach of this guarantee. Each undersigned guarantor agrees to indemnify TEN and hold it harmless from any cost or expense, including legal fees and disbursements on a full indemnity basis, resulting from such guarantor's commencement of any legal action or proceeding other than in a court in the province of Ontario. Notwithstanding the foregoing, TEN may, at its sole option and upon Debtor's or any guarantor's default, initiate legal proceedings in any forum where property leased by TEN to Debtor is located in order to facilitate repossession of such property.

The undersigned acknowledges having read and understood all of the terms and conditions of this Guarantee in full, and acknowledges being advised to obtain independent legal advice before executing this Guarantee. The undersigned further confirms that they have either obtained such independent legal advice or have voluntarily chosen not to do so, and that they are executing this Guarantee freely, voluntarily, and with full knowledge of its binding legal effect.

This Guarantee constitutes the entire agreement between TEN and the undersigned with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, relating hereto. No amendment or waiver of this Guarantee shall be binding unless in writing and signed by TEN.

GUARANTOR	
NAME OF GUARANTOR (TYPE OR PRINT)	BUSINESS IDENTIFICATION NUMBER
OFFICER / DIRECTOR PRINTED NAME	PHYSICAL BUSINESS ADDRESS
OFFICER / DIRECTOR TITLE	CITY / PROVINCE / POSTAL CODE
SIGNATURE	