

# SITKUM IT MANAGED SERVICES LIMITED

## EQUIPMENT LEASE AGREEMENT

Agreement No. 2040139

<b>SUPPLIER</b>				Term in Months	# of Payments	Payment Amount (Plus applicable taxes)	
Name							
Address				<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER			
Tel		Fax		<b>SECURITY DEPOSIT ONLY</b>			
Contact				<b>At the time of this Lease Agreement you agree to pay</b> <b>Payments</b> <b>In advance as security &amp; include a cheque in the amount of: \$</b>			
<b>EQUIPMENT</b>				<b>LESSEE</b>			
Quantity	Model Number	Description		Full Legal Name			
				Billing Address			
				City			
				Prov		Postal Code	
Equipment Loc. <input type="checkbox"/> Same <input type="checkbox"/> Other (If other, please specify address below)				Telephone		Fax	

### TERMS AND CONDITIONS

In these terms and conditions (which together with everything on page one of two and page two of two hereof or in an attached schedule is referred to as "this Agreement"), the words **YOU** and **YOUR** mean the Lessee and the words **WE**, **US**, and **OUR** refer to the Lessor. **THIS AGREEMENT IS NOT CANCELLABLE.**

- AGREEMENT:** We agree to rent to you and you agree to rent from us the equipment listed above or in the attached schedule, if any, (which, together with all accessories and attachments to such equipment is called the "Equipment"). You acknowledge receipt of a copy of this Agreement. You promise to pay to us the rental payments according to the payment schedule shown above.
- TERM AND RENT:** The initial term of this Agreement shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of rent shall be payable in advance, on the date(s) and in the amount provided above, commencing on the Commencement Date, and subsequent payments shall be due on the same day of each successive period, whether monthly, quarterly or as otherwise indicated, until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Your obligation to pay the rent and other obligations hereunder shall be absolute and unconditional, and are not subject to any abatement, set-off, defense, reduction or counter-claim for any reason whatsoever.
- DELIVERY AND ACCEPTANCE:** Your confirmation to us, by telephone or other means, of the delivery of the equipment to you shall constitute your acceptance of the Equipment in good working condition; that all work necessary prior to use thereof has been completed; and that you have inspected the Equipment and have found it to be satisfactory in all respects. You understand that we will be relying upon such confirmation by you as a condition to our purchase of the Equipment. Acceptance shall not be unreasonably withheld or delayed.
- NO WARRANTIES:** The Equipment has been obtained at your demand and in accordance with your instructions without reliance on your skill or judgment. We are renting the Equipment to you "AS IS". We are neither the Equipment supplier nor the Equipment manufacturer. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, CONDITION, DESIGN, OPERATION, QUALITY OR FITNESS FOR ANY PURPOSE OR MARKETABILITY OF THE EQUIPMENT, OR AS TO WHETHER THE EQUIPMENT IS SUBJECT TO ANY CLAIMS, HYPOTHECS, LIENS OR OTHER ENCUMBRANCES. We hereby assign to you, to the extent assignable and without recourse to us, all warranties of the manufacturer or supplier in respect to the Equipment. In the event the Equipment is returned by you or repossessed by us, all such warranties shall be deemed to be reassigned to us. You agree to claim only against such manufacturer or supplier under such warranties. NO SUPPLIER OF ANY OF THE EQUIPMENT NOR ANY AGENT OF ANY SUCH SUPPLIER SHALL BE OUR AGENT OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT. If the Equipment fails to operate, or fails to operate as expected by you, you agree not to refuse to pay rent or perform any of your obligations hereunder. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL OF THE EQUIPMENT IS OF A FUNCTION, DESIGN, CAPACITY AND OTHER SPECIFICATIONS SELECTED SOLELY BY YOU AND THAT WE HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH. WE SHALL HAVE NOT LIABILITY WHATSOEVER FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY PERSONAL INJURY, PROPERTY DAMAGES, LOSS OF BUSINESS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY OR RELATED TO THE EQUIPMENT, ITS MANUFACTURE, INSTALLATION, FUNCTIONING OR OPERATION OR CAUSED BY ANY DELAYS IN MARKING DELIVERIES OR REPAIRS OR BY THE MANUFACTURER'S OR SUPPLIER'S PERFORMANCE OF MAINTENANCE ON THE EQUIPMENT. YOU ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICES FOR THE EQUIPMENT BY THE MANUFACTURER OR SUPPLIER DOES NOT IN ANY WAY AFFECT THE DISCLAIMER SET FORTH HEREIN AND DOES NOT ASSURE IN ANY MANNER WHATSOEVER UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT.

*You agree that the facsimile copy of this agreement with your facsimile signature and our original signature shall constitute the original of this agreement for all purposes.*

BY: X \_\_\_\_\_  
 AUTHORIZED SIGNATURE TITLE  
 PRINT NAME

BY: X \_\_\_\_\_  
 AUTHORIZED SIGNATURE TITLE  
 PRINT NAME  
**G.S.T. Number: 878505288**

**THE TERMS AND CONDITIONS PRINTED ON PAGE ONE OF TWO AND PAGE TWO OF TWO ARE MADE A PART HEREOF**

### PREAUTHORIZED PAYMENTS – PLEASE ATTACH SAMPLE CHEQUE

The Bank is authorized to pay and debit to the account of the undersigned all payments drawn by or on our behalf to lessor, including those in the form of magnetic tape. We agree that the Bank will not be liable for any loss or damage incurred as a result of anything done or not done pursuant to this authorization. If the account is transferred to another branch or the account is closed and an account is opened at another bank, this authorization shall have the same force and effect as if it had originally directed to that branch or bank as the case may be. This authorization is given in accordance with the terms of a lease or leases with, or other obligation to make payments to Sitkum Financing .

Date \_\_\_\_\_

Per \_\_\_\_\_  
 Authorized Signature Title

Per \_\_\_\_\_  
 Authorized Signature Title

### GUARANTEE

To induce Lessor to enter into the Agreement, the Guarantor (jointly and severally, if more than one) (the "Guarantor") unconditionally guarantees to Lessor the full and prompt payment and performance when due of all Lessee's obligations to Lessor under the Agreement including without limitation payment of every rental installment, the accelerated balance of rents, residual value, administrative charges, collection charges and interest. The Guarantor is jointly and severally liable with the Lessee for the performance of the Lessee's obligations under the Agreement and the Guarantor's obligations hereunder are primary and direct and shall not be released unless specifically agreed to in writing by the Lessor. The Guarantor agrees that the Lessor shall not be required to proceed against Lessee or the Equipment or to enforce any of the other remedies before proceeding against the Guarantor. The Guarantor agrees to pay all reasonable legal fees, court costs and any other expenses incurred by Lessor by reason of any default by Lessee. The Guarantor waives all benefit of division and discussion, any right to terminate this Guarantee and waives notice of acceptance hereof and all other notices or demands of any kind to which the Guarantor may be entitled except demands of yment. The Guarantor consents to any extensions of time or modification of amounts of payment granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and/or Guarantors without in any way releasing the Guarantor's obligation hereunder. This is a continuing Guarantee and shall not be discharged or affected by your administrators, representatives, successors or assigns. In the event the Guarantor, as a result of payment by such Guarantor to the Lessor, becomes subrogated in any hypothecs, security interests of rights of the Lessor against the Lessee, the Lessee's property or any third party or third party's property. Then the Guarantor shall not enforce or exercise any such hypothecs, security interests or rights unless and until the Lessor shall have received payment in full of all Lessee's monetary obligations under the Agreement and the Lessee shall have performed all its other obligations under the Agreement. If at any time payment of any part of the obligations under the Agreement is rescinded or otherwise required to be returned by

Lessor upon the insolvency, bankruptcy or re-organization of Lessee or upon the appointment of the receiver, trustee or similar officer for Lessee or its assets, this Guarantee shall continue to be effective ore reinstated, as applicable, all as though such payment to Lessor had not been made, regardless of whether Lessor contested the order requiring the return of such payment. This Guarantee may be enforced by or for the benefit of any assignee or successor of Lessor. Nothing shall discharge or satisfy the Guarantor's liability except the full performance and payment of all the Lessee's obligations to Lessor, with interest, as provided in the Agreement. THE GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE PROVINCE OR TERRITORY IN WHICH THE EQUIPMENT WAS ORIGINALLY DELIVERED TO THE LESSEE WITH RESPECT TO THIS GUARANTEE. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST THE LESSEE AND/OR GUARANTOR(S) MAY BE FILED IN SUCH PROVINCE OR TERRITORY AND THAT LESSEE AND/OR ANY OF THE GUARANTOR(S) MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN THAT PROVINCE OR TERRITORY. The Guarantors agrees that service of process by registered mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. This Guarantee shall be governed and construed in accordance with the laws of the province or territory in which the equipment was originally delivered to the Lessee. To the extent permitted by law, the Guarantor hereby waives any and all rights and remedies granted by the provisions of any law, statute or regulation which would, in any manner, affect the Guarantor's rights and remedies hereunder including, without limitation, rights pursuant to Articles 2362, 1531 and 1698 of the Civil Code of Quebec. The Guarantor acknowledges that it shall not make payment of any amount hereunder by means of a credit card. It is the express wish of the parties that this Guarantee and all other documents associated with the Guarantee and all communication between us will be in English only. Il est la volonté expresse des parties que cette garantie et tous les documents s'y rattachant ainsi que toute communication soient en anglais seulement.

X \_\_\_\_\_  
 WITNESS SIGNATURE DATE

X \_\_\_\_\_  
 GUARANTOR SIGNATURE INDIVIDUALLY

PRINT NAME

PRINT NAME

DATE

**5. OWNERSHIP, DELIVERY, AND RENEWAL:** We may require that plates or markings be placed on the Equipment indicating our ownership. Ownership and title to the Equipment shall remain vested in us at all times. You acknowledge that it is not intended that this Agreement create a security agreement. However, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment, including financing statements and financing change statement, to be filed or recorded and refiled and re-recorded, and to publish our rights of ownership in the Equipment, and grant us the right to execute your name thereto and you hereby waive, to the extent permitted by law, any right you have to receive a copy of any financing or verification, publication or other registration documents. You agree to execute and deliver any statement, instrument or document requested by us for such purpose. You agree to pay or reimburse us for any searches, filings, recordings, stamp or filing fees, or taxes related to the filing or recording of any such instrument or statement. No more than one hundred eighty (180) days but not less than ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, you shall give us written notice of your intention to return the Equipment to us as provided below. Provided you have given such timely notice, you shall return the Equipment, freight and insurance, prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to so notify us, or having notified us you fail to return the Equipment as provided herein, this Agreement shall renew for an additional term of twelve (12) months each at a periodic rent equal to the rent provided herein or on the terms and conditions hereof, including the renewal provision contained herein.

**6. USE, MAINTENANCE, RISK OF LOSS, AND INSURANCE:** You agree to comply with all government laws, regulations and orders relating to this Agreement, the Equipment or its use. You agree to use the Equipment for business purposes only (not for personal, family or household purposes). You are responsible for installing the Equipment and you agree to keep the Equipment in good repair, condition and working order and furnish all parts and servicing required, and you shall cause the Equipment to be operated carefully in compliance with the manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified personnel. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to promptly notify us of such damage or loss, and agree to continue to pay rent and to pay for the cost of repairs. If the Equipment is destroyed or damaged beyond repair, lost, stolen or taken from you, legally or otherwise, you agree to promptly notify us of such damage or loss, to immediately pay us any arrears of rent, past due interest and the Discounted Rentals and Residual Value as defined below. You agree, during the term of this Agreement, to keep the Equipment fully insured for its full replacement cost against loss by damage, fire, including extended coverage, theft, collision and all other losses, and against liability arising from damage to property of others and bodily injury or personal injury, naming us as the first loss payee. You agree to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. The insurance policy must provide that the insurer gives us at least 10 days written notice before altering or terminating the coverage. You agree to provide us certificates or other evidence of insurance satisfactory to us. If you do not, you agree that we have the right but not the obligation to obtain such insurance, in which event you agree to pay us for all costs thereof. You agree to allow us to inspect the Equipment at any reasonable time upon notice, or at any time without notice if we believe that the Equipment is damaged, at risk of being damaged, or is not being properly maintained.

**7. INDEMNITY:** We are not responsible for any losses, damages or injuries caused by the installation, removal or use of the Equipment. You agree to reimburse us for, to hold us harmless from and against and to defend us against any claims for losses, damages or injuries (including legal fees and costs) caused by the Equipment.

**8. TAXES AND FEES:** You agree to pay when due, or reimburse us, for all taxes, (other than our income or capital taxes) fees, fines, and penalties relating to this Agreement or relating to the use or ownership of the Equipment now or hereafter imposed, levied, or assessed by any provincial, federal municipal or other taxing authority upon this Agreement or any Equipment or the purchase, ownership, delivery, renting, possession, use, operation on return thereof, and for any expenses incurred with respect to the preparation of financing statements and for other documentation costs. Any fees, taxes or other lawful charges paid by us upon your failure to make such payments shall, at our option, become immediately due from you. Equipment located in certain provinces or territories is subject to sales tax laws which require that tax be paid up front. If you choose to pay this tax up front, you may do so by cheque for the current percent of tax applied to the cost of Equipment. If you do not include payment up front, you authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above.

**9. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown on page one of two. You agree that the Equipment will not be removed from that address until you get our written permission in advance to move it and that it will remain personal and moveable property even though it may become attached to real or immovable property. You also agree not to permit the Equipment to become an accession or a fixture without our prior written consent.

**10. EVENTS OF DEFAULT:** You are in default under this Agreement if: (i) you fail to pay rent or any other payment hereunder when due; (ii) you fail to perform any of the other terms covenants, or conditions of this Agreement after ten (10) days' written notice; (iii) you become insolvent, bankrupt or make an assignment for the benefit of creditors; (iv) a receiver, trustee, conservator, or liquidator is appointed with or without your consent; (v) you dispose of or encumber the Equipment, or this Agreement or attempt to do so; (vi) you remove the Equipment from the location stated on page one of two; (vii) you are a representation of this Agreement or otherwise to us that is materially incorrect; (viii) you are a corporation and control or beneficial ownership of you or your business changes from that which existed at the Commencement Date; (ix) a writ, execution, attachment or similar process is issued or levied against the Equipment; (x) you cease to carry on business or make or propose to make any sale of the whole or any substantial part of your assets in bulk or otherwise out of the normal course of business; and/or (xi) you are in default to us under this or any other agreement.

**11. REMEDIES:** Upon the happening of any event of default described in Paragraph 10(i) through (xi), we may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) terminate is Agreement; (ii) by written notice specifying a payment date not earlier than five (5) days from the date of the notice, declare due, sue for, and receive from you the sum of all rental payments and other amounts then due and owing under this Agreement or any schedule thereto, plus, as a genuine pre-estimate of liquidated damages for loss, and not as a penalty, (a) the present value of the sum of the rental payments for the unexpired term of this Agreement discounted at the rate of 6% per annum (the "Discounted Rentals") and (b) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum (the "Residual Value"), and upon recovery of the same in full, the Equipment shall become your property; (iii) similarly accelerate the balances due under any other agreements between us; (iv) enter your premises or elsewhere where the Equipment is located, without notice or demand, and take immediate possession of and remove the Equipment, and store, repair, recondition the Equipment or lease, sell or otherwise dispose of the Equipment or any portion thereof, upon such items as we may elect, and apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder, and, to the extent permitted by law, you hereby waive the benefit of any provision contained in any statute governing the seizure of equipment when a lease is in default and waive any and all compensation or indemnification from and against damages resulting from us

taking possession, where in respect of damage to property or otherwise; (v) as a late charge, charge you interest on all monies due us, including overdue interest from and after the date of default at the annual rate of twenty-four percent (24%) calculated and payable monthly until paid in full, but in no event more than the maximum rate permitted by law; (vi) require you to return all Equipment at your expense to a place reasonably designated by us; and/or (vii) charge you for all the expenses incurred in connection with the enforcement of any of our remedies, including all costs of collection, reasonable legal fees on a solicitor client basis, and court costs. Whenever any payment is not made by you when due hereunder, you agree to pay us, to the intent permitted by law, not later than one month thereafter, as an administrative charge to offset our expenses, the greater of (x) an amount calculated at the rate of ten cents per one dollar for each such delayed payment, and (y) twenty-five dollars. Any amount greater than that so permitted by law which shall have been received by us will be credited to you. You also agree to pay as an administrative charge, twenty-five dollars, for every NSF cheque returned to us. The administrative charges may be changed by us from time to time. Such an amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein. All other remedies are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default. You irrevocably and unconditionally waive any present or future right to allocate any payment made to us pursuant to any specific obligation due under this Agreement or under any agreement between us, and you agree that we may allocate and apply any payment received to any obligation due under this Agreement or under any agreement between us and we may reverse, re-allocate and reapply any such payment as many times and in such manner as we, from time to time, see fit. You also authorize us to combine and set-off amounts payable by us to you with amounts owing from you to us (in each case whether due or not and whether absolute or contingent) under the same or different agreements. We shall retain the sum set forth above as a security deposit for your performance of your obligations hereunder. Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit shall be returned to you. No interest shall be paid upon said Security Deposit. In the vent of default we may apply said Security Deposit to cure any default.

**12. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER OR ASSIGN THIS AGREEMENT, OR SUBLEASE, PLEDGE, HYPOTHECATE OR OTHERWISE ENCUMBER OR PART WITH POSSESSION OR CONTROL OF THE EQUIPMENT, OR AN INTEREST IN THIS AGREEMENT, WITHOUT FIRST OBTAINING OUR WRITTEN CONSENT. We may sell, assign, or transfer this Agreement, without notice to you. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. In the vent of assignment or transfer, we agree to remain responsible for our obligations hereunder.

**13. CONSENT TO JURISDICTION, GOVERNING LAW AND WAIVER:** YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE PROVINCE OR TERRITORY IN WHICH THE EQUIPMENT WAS ORIGINALLY DELIVERED TO YOU WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN THAT PROVINCE OR TERRITORY AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN SUCH PROVINCE OR TERRITORY. You agree that service of process by registered mail or by facsimile shall be deemed the equivalent of personal service in any such action. However, nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed to the laws of the province or territory in which the Equipment was originally delivered to you. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY THE PROVISIONS OF ANY LAW, STATUTE OR REGULATION WHICH WOULD, IN ANY MANNER, AFFECT OUR RIGHTS AND REMEDIES HEREUNDER, INCLUDING, WITHOUT LIMITATION, PROVISIONS OF THE LIMITATIONS OF THE CIVIL RIGHTS ACT OF SASKATCHEWAN, AND ARTICLES 1572 AND 1848 OF THE CIVIL CODE OF QUEBEC.

**14. PRE-AUTHORIZED PAYMENTS:** If you have completed the pre-authorized payment section on page one of two, you hereby warrant that the signatures appearing on page one of two are those of the persons authorized to sign on the account with the Bank. You authorize or request the Bank to pay and debit the bank account specified on page one of two ("Specified Account") whether it continues to be maintained at the location set forth on page one of two or is maintained at another branch of the Bank. You acknowledge that provision and delivery of this authorization to us constitutes delivery by you to the Bank. While you may be invoiced by payments, we may elect to collect the rent due under a pre-authorized payment plan (including any arrears of rent). Pre-authorized payments may be withdrawn on or about the first day of each rental period.

**15. CUSTOMER P.O.:** You agree that any Purchase Order issued to us covering the rental of this Equipment is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms or conditions of this agreement.

**16. ENTIRE AGREEMENT:** This Agreement contains the entire arrangement between you and us, and no modifications of this agreement shall be effective unless in writing and signed by the parties.

**17. NOTICE:** Any notice required to be given in writing and by registered mail, facsimile or delivered to the party and shall be deemed to have been received on the second business day following posting, or if by facsimile or delivered, on the first business day following delivery or transmission.

**18. CLERICAL ERRORS:** Any clerical or inadvertent errors in this agreement or any other documents associated with this Agreement shall not affect their validity and we may correct them provided that we verbally advise you of such changes and, upon your request, provide you with a copy of the changed document.

**19. CREDIT INVESTIGATION:** You hereby consent to us conducting a personal investigation or credit check upon you, subject to applicable legislation. At our request, you agree to pay us a contract initiation fee equal to the greater of (x) \$50.00 and (y) our costs, such fee to cover initial processing and registrations costs.

**20. GENERAL:** Your obligations will continue enforce until all payments are made and the Equipment is returned to us. You agree to promptly execute and deliver such further documents and do such further things as may be required to give effect to the intent of this Agreement. This Agreement shall be interpreted with all changes to number and gender as the context requires. If more than one person signs this Agreement, all of you shall be jointly and severally liable. Any provision of this agreement which is unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement and all other documents associated with the agreement and all communications between us will be in English. Les parties aux présentes conviennent à ce que ce document et tous autres documents et communications soient rédigés en anglais. Time is of essence of this agreement and all agreements between us. This Agreement will enure to the benefit of and binding upon the parties, their successors and permitted assigns.

LESSEE ACKNOWLEDGES THAT THEY HAVE READ BOTH PAGE 1 OF 2 AND PAGE 2 OF 2 OF THIS LEASE DOCUMENT.

YOU AGREE THAT THE FACSIMILE COPY OF THIS AGREEMENT WITH YOUR FACSIMILE SIGNATURE AND OUR ORIGINAL SIGNATURE SHALL CONSTITUTE THE ORIGINAL OF THIS AGREEMENT FOR ALL PURPOSES.

LESSEE NAME: Lynn Goodison

LESSEE SIGN HERE X: \_\_\_\_\_

TITLE DATE:

ACCEPTED BY : Sitkum IT Managed Services Limited dba **SITKUM FINANCING**

TITLE DATE:

Form #SIT CAN (Rev 2/05)

LEASE ORIGINAL