

WHITES LOCATION EQUIPMENT SUPPLY INC.

STANDARD TERMS AND CONDITIONS

THIS LEASE AGREEMENT between Whites Location Equipment Supply (“**WLES**”) and the undersigned customer (the “**Customer**”) comprises the standard terms and conditions attached to all equipment (collectively “**Equipment**”) leased by WLES to the Customer (described in each rental contract signed by Customer) (a “**Rental Contract**”). Each Rental Contract is deemed to incorporate these terms and conditions which shall apply to any use of Equipment by the Customer and are in addition to terms set forth in each Rental Contract.

1. RENTAL

The Equipment is rented by Customer at the prices specified in the Rental Contract. If such prices are not so specified, the rent will be the prices set forth in WLES's most recent catalogue rental price list. The Customer's obligation to pay rent is unconditional and must be paid in full notwithstanding any claim for set off, reduction, abatement, or other claim. Rent is payable by Customer in the manner specified by WLES in each Rental Contract.

2. TERM

The term of rental is set forth in each Rental Contract. Customer agrees to return the Equipment on or before 6:00 p.m. on the last day of the term or return date specified in the Rental Contract. Any extension of the term must be agreed to by WLES in writing. Unless otherwise agreed in writing by WLES, rent shall be paid on any Equipment not returned at the aforesaid return time at the daily rates for such Equipment specified in WLES's most recent catalogue rental price list.

3. USE

The Customer shall operate, use and preserve the Equipment for the purpose set forth in the Rental Contract. The equipment shall be used in the manner specified by the manufacturers of the Equipment, the written operating instructions supplied by WLES, and in accordance with all applicable law. The Equipment must not be used for any illegal, improper or immoral purposes, nor in any manner which would cause the suspension, cancellation, impairment or nullity of any insurance or warranty in respect of the Equipment.

4. PLACE OF USE

The Equipment must be kept and used at the place specified in the Rental Contract. The Customer will not move the Equipment without the express written consent of WLES. The Customer will not permit the Equipment to be taken from the ground in an aeroplane or any machine used for air travel without the prior written consent of WLES. The Equipment shall at all times remain under the immediate control, supervision and direction of the Customer.

5. DELIVERY AND FREIGHT

Customer shall accept delivery of the Equipment at WLES's designated location. Customer shall be solely responsible for all costs and liabilities in connection with the transportation of the Equipment from and to the location designated by WLES including, without limitation, all costs and

expenses for crating, carting, insurance, loading and unloading. WLES reserves the right to specify the carrier of the Equipment during transport.

6. POSSESSION AND CONTROL

The Equipment shall be deemed to be in the possession and control of the Customer (“**Possession and Control**”) from the time the Customer accepts delivery of the Equipment at WLES’s designated location until the Customer returns the Equipment to WLES at its designated location.

7. DELIVERY

The Customer agrees that delivery to the Customer is complete upon the Customer’s representative, employee or agent taking physical delivery of the Equipment from WLES’s designated location, or otherwise accepting delivery.

8. RISK OF LOSS AND CARE

The Customer agrees to properly protect, safeguard and operate all Equipment while it is in its Possession and Control and to return the Equipment to WLES at the termination or expiry of this lease at WLES’s designated location in as good condition as received (normal wear and tear exempted). While the Equipment is in the Customer’s Possession and Control, the Customer shall maintain the Equipment in good condition and working order and shall bear and be responsible for all risk and liability for any injury or damage to or theft, loss or destruction of the Equipment from any source or cause whatsoever. If any Equipment is lost, stolen or destroyed, the Customer shall pay WLES the full replacement cost of the Equipment on demand. If any Equipment is damaged, the Customer will pay WLES, on demand, (a) the cost of repairing the Equipment so that it is in good working order and condition or (b) if, in WLES’s reasonable opinion, the Equipment cannot be properly repaired, the full replacement cost of such Equipment. The customer further agrees to compensate WLES for its loss of revenue from lost rent calculated at the rental rate under the Rental Contract to the expiry of the term and thereafter at the daily rental set forth in WLESs most recent catalogue rental price for the period until the Equipment is repaired or replaced.

The Customer shall immediately notify WLES if any Equipment becomes damaged, lost, stolen or destroyed. In no case shall the Customer repair any Equipment without WLES’s written authorization. Any maintenance or authorized repairs shall be performed only by technicians who are familiar with and have the technical competence to performance such services.

9. INSURANCE

The Customer will at all times during the rental period maintain “All Risk” Insurance in full force and effect satisfactory to WLES covering all Equipment (including vehicles), at full replacement cost, and for loss of use (rent) of the Equipment. Insurance coverage shall begin from the time the Customer accepts delivery until the time the Equipment is returned to WLES’s warehouse in good working order. Any lapse or cancellation of the required insurance will be a breach of this Agreement and will entitle WLES to immediately repossess the Equipment.

Should the Customer fail to provide WLES written proof of insurance satisfactory to WLES twenty-four hours prior to the Equipment leaving WLES’s warehouse, or fail to pay to its insurer the cost of maintaining the insurance in full force and effect, WLES may but is not obliged to procure suitable insurance at the expense of the Customer.

The Customer's insurance must name WLES as an additional insured and first loss payee in a manner satisfactory to WLES. The Customer's insurance must be primary and not contributory to any policy maintained by WLES.

10. CREDITS

The Customer agrees to give credit to WLES on all positive copies of all film or television productions that may be produced with the Equipment substantially as follows (to the extent applicable):

- Location support and equipment supplied by Whites Location Equipment Supply Inc.

Where graphic images or logos are granted the credit will include WLES's logo. WLES will supply the Customer with its logo, on request and at no cost.

11. IDENTIFICATION

The Customer agrees not to remove any barcode label, tag, decal, RFID tag (radio frequency identification), or nameplate affixed to the Equipment.

12. INSPECTION

WLES or its agents may at any time, at reasonable hours, inspect the Equipment. Customer will allow WLES to enter the premises where the Equipment is located.

13. LIENS AND TAXES

The Customer must keep the Equipment free of liens, charges, and encumbrances of every nature and kind whatsoever and must pay all fees, taxes, or other which may be levied or assessed against the Equipment in connection with the possession or use thereof by the Customer.

14. WARRANTIES

WLES represents that the Equipment is in good working order and that WLES has the right to lease the Equipment to Customer. WLES makes no other representations or warranties to Customer whatsoever, whether express or implied, including, without limitation, any representations as to merchantable quality or fitness use or suitability for any particular purpose or design, condition, performance, functioning or material or workmanship. WLES is not responsible for engineering in connection with any use of the Equipment or for end results achieved by the Equipment, or for any accidents arising from the use of the Equipment.

15. INDEMNITY AND LIABILITIES

WLES shall not be liable for and Customer will indemnify WLES and its directors, officers, agents, representatives and employees from and against any liabilities, claims, demands, actions, losses, expenses, judgments or any other damages (including, without limitation for personal injury or property damage or any indirect, special, consequential or punitive damages) collectively "Losses"), directly or indirectly arising out of or resulting from Customer's use, possession or maintenance of the Equipment, whether during or after the term of any Rental Contract. In the case of any vehicles forming part of the Equipment, Customer's use of the vehicles shall be deemed

to include and Customer shall indemnify WLES from and against any Losses arising out of any acts or omissions of drivers of such vehicles, whether or not such drivers are employees of WLES.

Customer agrees that the liability of WLES, if any, arising out of any Rental Contract, including breach of any representation and warranty, is limited to money damages not to exceed the total rent payable under such Rental Contract. In no circumstances will WLES be liable for any other damages or costs including indirect or consequential damages, loss of profits or punitive damages. In no circumstances will the Customer be entitled to any injunctive relief.

16. ASSIGNMENT AND SUBLETTING

The Customer may not, without obtaining the prior written consent of WLES (which consent may be arbitrarily withheld by WLES), assign, transfer, pledge or hypothecate this agreement or any interest herein or the Equipment or any part thereof or sublet the Equipment or permit the use thereof by any person other than the Customer or employees of the Customer.

17. DEFAULT BY CUSTOMER

If the Customer fails to pay the rent specified in the Rental Contract when due, or becomes bankrupt or insolvent, or if a receiver is appointed to manage Customer's affairs or if Customer breaches any provision of this Agreement, or if the Equipment is levied upon or becomes liable to seizure, WLES may, at its option, terminate the Rental Contract without notice to the Customer. Upon termination WLES may take possession of the Equipment without becoming liable for trespass and may recover all rent due for the term of the Rental Contract and all expenses incurred in retaking possession of the Equipment. WLES may also claim any other amounts and damages owing pursuant to this Agreement including, without limitation, pursuant to paragraphs 8 and 15. In the event WLES takes any legal steps to enforce terms of the Agreement, the Customer agrees to pay all reasonable legal fees and costs incurred by WLES in connection with such action.

18. GENERAL CONTRACT TERMS

- (a) The Customer will pay all reasonable legal fees and expenses incurred by WLES in protecting its rights under this agreement.
- (b) The Customer will, at its expense, promptly upon WLES's written request, execute and deliver any instrument and to take any action as may reasonably be necessary in the opinion of WLES to perfect and keep perfected as against third parties the interests of WLES in the Leased Property. The Customer authorizes WLES to record such documents as WLES may consider appropriate and agrees to pay all costs in connection with them.
- (c) Any monies which are not paid by the Customer when due bear interest calculated daily from the due date thereof to the date of payment, at a rate per annum equal to the commercial lending rate of interest, expressed as an annual rate, which Bank of Montreal quotes in Toronto as the reference rate of interest (commonly known as "**prime**") for the purpose of determining the rate of interest that it charges to its commercial customers for loans in Canadian funds, plus 2%.

- (d) All rights and remedies of WLES hereunder are cumulative and are in addition to any other rights and remedies of WLES and may be exercised in any order, sequence or combination.
- (e) No terms or condition of this agreement may be waived, amended or varied except by writing signed by both parties.
- (f) Forbearance or indulgence by WLES of any term or condition of this Agreement as to a Rental Contract will not constitute a waiver of such term or condition to be performed by the Customer.
- (g) Time is in all respects of the essence hereof.
- (h) Subject to Sect to the benefit of, and is binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- (i) This Agreement and the Rental Contract shall be construed in accordance with the laws of the Province of Ontario.

Accepted and Agreed to by
(the "**Customer**")

Accepted and Agreed to by **Whites
Location Equipment Supply Inc.**

by: _____
Signature of Authorized Signing Officer

by: _____
Signature of Authorized Signing Officer

Print Name of Authorized Signing Officer
and position

Print Name of Authorized Signing Officer and
position

Legal Name of Production

Working Name of Production