

**WAIVER**

TO: AUREUS FINANCIAL CORP. and its successors and assigns  
("AUREUS")

OBLIGOR: \_\_\_\_\_ ("Obligor")

PREMISES : \_\_\_\_\_ ("Premises")

RE: Equipment purchased by Aureus on behalf of Obligor and additional obligors, as described in Installment Payment Agreement # \_\_\_\_\_, (the "Equipment") and located on the Premises

The undersigned is the owner of the Premises and has leased the Premises to the Obligor. In consideration of the sum of one dollar (\$1.00) now paid by Aureus to the undersigned and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned:

1. Agrees that it will not dispute Aureus' contention that (A) the Equipment is and shall remain moveable personal property and (B) is not and shall not become a fixture to or part of the Premises.
2. Subordinates and waives, in favor of any interest Aureus may have from time to time in the Equipment, any right of distraint against, claim or encumbrance on or right, title or interest in the Equipment which the undersigned may at any time have by the operation of law, under the lease of the Premises or otherwise.
3. Consents to Aureus entering upon the Premises without notice to the undersigned for the purpose of exercising its rights under Aureus' Installment Payment Agreement with the Obligor, including without limitation its rights of inspection and repossession, provided that Aureus shall repair (or cause Obligor to repair) all damage to the Premises caused by the exercise of such rights.

This Waiver shall be interpreted in accordance with the laws of the province of \_\_\_\_\_, is for the sole benefit of Aureus and shall be binding upon the undersigned's successors and assigns. The undersigned acknowledges Aureus' reliance on this Waiver in providing financial accommodation to the Obligor and agrees that this Waiver is irrevocable and unconditional. A fax copy of this document is deemed to be an original.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDLORD: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

By: \_\_\_\_\_ (seal)  
Authorized Signatory

Name/Title: \_\_\_\_\_