

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

IN BANKRUPTCY AND INSOLVENCY

**IN THE MATTER OF
THE BANKRUPTCY OF SLM_SOFT INC.**

MOTION RECORD

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF
THE BANKRUPTCY OF SLMSOFT INC.

MOTION RECORD
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF
THE BANKRUPTCY OF SLMSOFT INC.

NOTICE OF MOTION

TAKE NOTICE THAT Richter & Partners Inc. (the "Receiver"), Interim Receiver under section 46 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 and Receiver and Manager under the *Courts of Justice Act*, R.S.O. 1990 c. C.43 of SLMSOFT Inc., SLM Networks Corporation, SLM Technologies Inc., GSA Consulting Group Inc. and FMR Systems Inc. (collectively, the "Company") will bring a motion to a Judge presiding over the Commercial List on Monday the 17th day of November, 2003, at 9:30 am, or as soon after as this matter may be heard, at the Courthouse, 8th Floor, 393 University Avenue, Toronto, Ontario.

PROPOSED METHOD FOR HEARING: The Motion is to be heard orally.

**THE MOTION IS FOR an ORDER SUBSTANTIALLY IN THE FORM ATTACHED AS
SCHEDULE "A" HERETO:**

1. If necessary, abridging the time for service of the Notice of Motion and Motion Record herein, validating the service of such motion material and dispensing with the service of such motion material on interested parties not served;
2. Approving the activities of the Receiver to date as described in the First Report and Second Reports of the Receiver;
3. Approving of and authorizing the Receiver to undertake the Marketing Process defined in paragraph 32 of their Second Report;
4. Authorizing the examination by the Receiver, under oath, of certain former employees of the Companies, as more particularized in the Receiver's Second Report, and any other person reasonably thought to have knowledge of the affairs of the Companies or any person who is or has been an agent, servant, clerk, officer, director, or employee of the Companies, respecting the Companies, its dealings or property;
5. Ordering any person liable to be so examined to produce any books, documents, correspondence or papers, including documents in electronic form, in his or her possession or power relating to the Companies, their dealings, or property; and
6. Sealing the Confidential Information Memorandum and the List of Potential Purchasers attached as Confidential Appendices "A" and "B" to the Second Report of the Receiver until further order of this Honourable Court.

THE GROUNDS FOR THE MOTION ARE:

1. The Receiver has developed a process for marketing and selling the assets of the Company, which it wishes to undertake;
2. The Confidential Information Memorandum and the List of Potential Purchasers which the Receiver proposes to distribute to potential purchasers will be the subject of a confidentiality agreement, and the public filing of these documents will prejudice the competitive marketing of the assets;
3. The Receiver is of the view that the examination of the parties listed at paragraph 4 above will assist in the investigation of and recovery of assets;
4. The grounds as more fully described in the Second Report of the Interim Receiver

THE FOLLOWING DOCUMENTARY EVIDENCE will be used on the hearing of the motion:

1. The Second Report of the Interim Receiver.
2. Such further and other material as counsel may advise and this Honourable Court may permit.

November 12, 2003

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Solicitors for the Interim Receiver

TO: The Service List Attached

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Schedule "A"

Court File No. 31-OR-207039-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE) Monday, THE 17th DAY
MR. JUSTICE GROUND) OF NOVEMBER, 2003

IN THE MATTER OF
THE BANKRUPTCY OF SLMSOFT INC.

ORDER

THIS MOTION made by Richter & Partners Inc. (the "Receiver"), Interim Receiver pursuant to section 46 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the "BIA"), and Receiver and Manager under the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA") of SLMSOFT Inc., SLM Networks Corporation, SLM Technologies Inc., GSA Consulting Group Inc. and FMR Systems Inc. (collectively, the "Companies") for an Order:

1. If necessary, abridging the time for service of the Notice of Motion and Motion Record herein, validating the service of such motion material and dispensing with the service of such motion material on interested parties not served;
2. Approving the activities of the Receiver to date as described in the First Report and Second Reports of the Receiver;
3. Approving of and authorizing the Receiver to undertake the Marketing Process defined in paragraph 32 of their Second Report;
4. Authorizing the examination by the Receiver, under oath, of certain former employees of the Companies, as more particularized in their Second Report, and any other person reasonably thought to have knowledge of the affairs of the Companies or any person who is or has been an agent, servant, clerk, officer, director, or employee of the Companies, respecting the Companies, its dealings or property;
5. Ordering any person liable to be so examined to produce any books, documents, correspondence or papers, including documents in electronic form, in his or her possession or power relating to the Companies, their dealings, or property; and
6. Sealing the Confidential Information Memorandum and the List of Potential Purchasers attached as Confidential Appendices "A" and "B" to the Second Report of the Receiver until further order of this Honourable Court.

was heard this day at 393 University Avenue, Toronto;

ON READING the Second Report of the Receiver, and on hearing the submissions of counsel for the Receiver and ●,

1. **THIS COURT ORDERS** that that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged such that this Motion is properly returnable today and that further service thereof is hereby dispensed with.
2. **THIS COURT ORDERS** that the activities of the Receiver to date as described in the First Report and Second Report of the Receiver be and are hereby approved.
3. **THIS COURT ORDERS** that the Marketing Process, as that is defined at paragraph 32 of the Second Report of the Receiver, including the documents referred to therein, be and is hereby approved, and that the Receiver is hereby authorized, empowered and directed to implement and complete the Marketing Process as described in the Second Report of the Interim Receiver, with such modifications, alterations and amendments as the Interim Receiver may deem reasonably necessary to carry out the Marketing Process.
4. **THIS COURT ORDERS** that the Receiver be and is hereby authorized, but not obligated, to examine under oath any person reasonably thought to have knowledge of the affairs of the Companies or any person who is or has been an agent, servant, clerk, officer, director, or employee of the Companies, respecting the Companies, its dealings or property, including the following individuals:

- Govin Misir;
- Betty Bharratt;
- Khurram Qureshi;
- Natasha Bharratt;
- Dev Misir;
- Peter DeAlbuquerque;

- Anwer Naqvi; and
- Eddie Law.

5. **THIS COURT ORDERS** any person liable to be so examined under paragraph 4 above to produce, any books, documents, correspondence or papers, including documents in electronic form, in his or her possession or power relating to the Companies, their dealings, or property.
 6. **THIS COURT ORDERS** that the Confidential Information Memorandum and the List of Potential Purchasers attached as Confidential Appendices "A" and "B" to the Second Report of the Receiver be and are hereby sealed until further order of this Honourable Court.
-

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**SECOND REPORT TO COURT
DATED NOVEMBER 11, 2003
BY RICHTER & PARTNERS INC., RECEIVER AND MANAGER AND
INTERIM RECEIVER OF
SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.**

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF SLMSOFT INC.

Second Report to Court
dated November 11, 2003
by Richter & Partners Inc., Receiver and Manager and Interim Receiver of
SLMSOFT Inc.,
SLM Networks Corporation, SLM Technologies Inc.,
GSA Consulting Group Inc. and FMR Systems Inc.

INTRODUCTION

1. This report ("Report") is filed by Richter & Partners Inc. ("Richter") in its capacity as Receiver and Manager and Interim Receiver ("Receiver") of SLMSoft Inc. and certain of its subsidiaries (collectively the "Companies") pursuant to an order made by the Superior Court of Justice, Commercial List ("Court") on October 31, 2003 (the "Order").
2. On May 27, 2003 the Court issued an order (the "Initial Order") appointing Richter as Independent Monitor ("IM") in the Companies' proceedings under the *Companies' Creditors Arrangement Act* ("CCAA").
3. Pursuant to the Initial Order, the IM filed a series of reports which addressed the status of the Companies' plan under the CCAA filing, restructuring, ongoing operations, significant changes to management, the Companies' conduct of the business and affairs and in respect of the assets, liabilities and the financial condition of the Companies, and such other current matters as were relevant to the CCAA proceedings.
4. On October 31, 2003 the Court issued the Order appointing Richter as the Receiver of the Companies.
5. On November 4, 2003 the Receiver attended a case conference session, which served to settle the terms of the Order. At that time the Receiver also provided the Court with the Receiver's first report to Court, dated November 4, 2003 (the "First Report") (Exhibit "1"), which provided details regarding the Receiver's

preliminary actions and findings since taking possession of the assets in the evening of October 31, 2003. The First Report is attached as Exhibit "1".

6. The purpose of this Report is to provide the Court with information regarding the following:
 - a) Additional details regarding the missing assets and records as described in the First Report;
 - b) Details regarding the status of contracts; and,
 - c) Details regarding the proposed marketing process.
7. In order to prepare this Report, the Receiver has obtained financial and other information from the Companies and has held discussions with certain employees of the Companies.
8. The information contained in this Report has not been independently verified by the Receiver; accordingly, the Receiver expresses no opinion on the accuracy or the completeness of the information contained herein.

SUMMARY

9. To this point the Receiver has had no success in locating the missing assets and records. The Receiver has communicated with members of the Misir family and Schwartz Levitsky Feldman LLP to request their assistance in this matter.
10. The Receiver has had discussions with a number of customers regarding the status of their contracts and the Companies' ability to continue to service those

contracts. The Receiver has also sent correspondence to all known customers advising them of the status of the Companies' business affairs.

11. The Receiver has prepared a marketing plan for the Companies' operating assets and subject to this Court's approval is prepared to commence implementation of this plan forthwith.

MISSING ASSETS, RECORDS AND SHREDDED DOCUMENTS

12. In the First Report the Receiver advised the Court that it had been made aware, by employees of the Companies, that a number of assets had been removed from the Companies' premises between the afternoon of October 30, 2003 and the early evening of October 31, 2003. The Receiver also advised the Court that it had been made aware of a number of files that were removed from the premises in the weeks preceding the issuance of the Order.
13. In further investigating this matter the Receiver has been advised by a number of employees that representatives of Schwartz Levitsky Feldman LLP, the Court-appointed Monitor under the CCAA (the "Monitor"), were present at the Companies' premises on October 30, 2003 when some of the assets were apparently being removed. In that regard counsel for the Receiver sent a letter to the Monitor's counsel requesting any information the Monitor may have with respect to the removal of these assets (Exhibit "2"). The Monitor has advised the Receiver that it is prepared to disclose any knowledge that it has with respect to the movement of assets and to assist the Receiver in any way possible. The Monitor's response to the above-noted correspondence is attached as Exhibit "3".

14. The Receiver has also sent a letter to counsel for the Misir family, requesting any information that the Misir family may have with respect to the location of the assets and records and also requesting their assistance in recovering the missing assets and records ("Exhibit "4"). A response to this letter has been received from counsel to the Misir Family, providing their explanation for the removal of assets and the shredding of documents (Exhibit "5").
15. On November 5, 2003 the Receiver located an invoice and a certificate of destruction for documents shredded by Safeguard Shredding Inc. ("SSI"). The Receiver contacted Ms. Leanne McMillan of SSI and was advised that the document destruction occurred on October 28, 2003 and involved the shredding of approximately 480 pounds of paper. Ms. McMillan was unable to confirm who had requested this service. The Receiver has been unable to determine what information was contained in the shredded documents.
16. In order to obtain further details regarding missing assets and the shredded documents, the Receiver would like the power to examine, under oath, a number of individuals who the Receiver believes may have further knowledge regarding the events disclosed above. The individuals would include:
 - Govin Misir;
 - Betty Bharratt;
 - Khurram Qureshi;
 - Natasha Bharratt;
 - Dev Misir;
 - Peter DeAlbuquerque;
 - Anwer Naqvi;
 - Eddie Law; and,

- Any other parties who the Receiver determines may have knowledge of the affairs of the Companies.

STATUS OF CONTRACTS

17. The Receiver has had discussions with a number of the Companies' customers. The Bank of China and the Schenzen Bank of China have advised the Receiver that they are prepared to retain the Companies' services as long as the Companies are capable of providing the requested services. The Central Bank of UAE ("UAE") has articulated the same sentiment as discussed above and in addition has undertaken to cover the travel expenses of the Companies' technical staff to return to UAE and complete the work requested on the project. UAE has also requested an in-person meeting with the Receiver to discuss the Receiver's intended course of action with respect to the Companies' course of business.
18. The Receiver has received correspondence from UTS Universal Transfer Services ("UTS") purporting to cancel the Companies' contract with Caisse D'Epargne Et Des Cheques Postaux Inc. ("CECP") (Exhibit "6"). The Receiver notes that the contract governing the CECP arrangement is between CECP and the Companies with UTS being the promoter and distributor of the Companies in the Ivory Coast. The Receiver is uncertain as to whether UTS has the ability to cancel the contract and is attempting to contact both UTS and CECP.
19. In addition to the above, the Receiver has sent letters to all known customers advising them of the Receivership Order and of the Receiver's intentions to attempt to continue to support the existing contracts (Exhibit "7").

PROPOSED MARKETING PLAN

General

20. The Receiver proposes to offer for sale all of the Companies' operating assets which include:

- a) Intellectual property, including goodwill, trade name and trademarks associated with the Companies;
- b) Accounts receivable and work-in-process billings;
- c) Maintenance and development contracts;
- d) Furniture, fixtures and equipment; and,
- e) The lease to the premises located at 1 Yorkdale Place, Suite 600, Toronto, Ontario.

(collectively referred to as the "Operating Assets")

21. The Receiver proposes to defer a decision for a period of sixty days as to whether the Companies' litigation matters should be offered for sale, in order to provide the Receiver with adequate time to investigate the merits of the litigation and to determine whether the litigation should be pursued by the Receiver or sold. The litigation matters include, amongst other litigation, the litigation with Insight Venture Associates, III, LLC and Ramparts Securities. The Receiver's ultimate recommendation will be subject to this Honourable Court's approval.

Identification of Interested Parties

22. The Receiver has conducted extensive due diligence regarding the Companies' marketplace, customers and competitors and accordingly has identified a number

of parties who, in the Receiver's view, may be interested in acquiring some or all of the Companies' Operating Assets.

23. In addition to the above, the Receiver has held discussions with a number of employees of the Companies and with Mr. Govin Misir and has been provided with the name of a number of additional parties that may be interested in acquiring the Companies' Operating Assets.
24. Lastly, the Receiver has been contacted directly by a number of parties who have expressed interest in some or all of the Companies' Operating Assets. These parties have also been added to the list of potential purchasers (the "Potential Purchasers List").
25. The Receiver is of the view that a mass marking and advertising campaign would not be an effective method for identifying additional potential purchasers for the following reasons:
 - a) The Companies' operations are very specialized and would be of interest to a relatively limited number of potential purchasers;
 - b) Potential purchasers are likely located throughout the world and accordingly it would be very difficult to identify the appropriate publications to target interested parties;
 - c) The costs of undertaking a global advertising campaign are prohibitive.
26. In the Receiver's opinion the Potential Purchasers List is a comprehensive listing containing the most likely parties to purchase the Operating Assets in a timely manner. The Receiver proposes that the Potential Purchasers List be kept

confidential in order to maintain the competitive nature of the bidding process. Accordingly the Receiver has attached a copy of the list of the Potential Purchasers List in a Confidential Appendix to this report (the "Confidential Appendix") (Appendix "A") and requests that the Court seal the Appendix until such further Order of this Court is obtained.

Process

27. The Receiver proposes to send an interest solicitation letter (the "Letter") and confidentiality agreement ("CA") to all parties identified as being potential purchasers of the Companies' Operating Assets (Exhibits "8" and "9" respectively).
28. The Receiver has prepared a confidential information package ("CIM") containing an overview of the Companies' operations, technical descriptions of the Companies' product offerings and financial information. A draft of the CIM is attached as Appendix "B" to the Confidential Appendix. The Receiver proposes to send the CIM to interested purchasers who sign the CA. As the CIM contains some information that may be useful to a competitor of the Companies or the purchaser of the Operating Assets, the Receiver is asking that the CIM remain sealed pending further Order of the Court.
29. In addition to the CIM, prospective purchasers will be given access to a data room, which is to be located at the Companies' premises. The data room will

contain copies of customer contracts, descriptions of the intellectual property and additional financial information.

30. Along with the CIM Prospective purchasers will receive a form of offer ("Form of Offer") (Exhibit "10") and the terms and conditions of sale ("Terms and Conditions of Sale") (Exhibit "11"):

31. The highlights of the form of offer for the Companies' Operating Assets are as follows:

- a) The Operating Assets will be sold on an en bloc basis or in individual parcels as described in Paragraph 20;
- b) Only unconditional offers will be accepted;
- c) Offers must be submitted by December 8, 2003; and
- d) Offers must be for cash consideration only and must be accompanied by a deposit equal to 25% of the purchase price.

32. The marketing steps and documents described in paragraphs 22 to 31 are collectively described as the "Marketing Process".

RECOMMENDATIONS

33. The Receiver respectfully recommends that the Marketing Process be approved by this Honourable Court and in particular that:
- a) The Letter, the CA, the Form of Offer and the Terms and Conditions of Sale be approved by this Court in substantially the form they are presented in this Report.
 - b) The Prospective Purchasers' List and CIM included in the Confidential Appendix be approved by this Court and sealed until further Order of this Court.
34. The Court authorize the Receiver to conduct examinations under oath of the individuals listed in Paragraph 16; and,
35. The Court approve the Receiver's actions to date.

♦ ♦ ♦

Respectfully submitted,



**RICHTER & PARTNERS INC.
INTERIM RECEIVER OF SLM SOFT INC.,
SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC.
AND FMR SYSTEMS INC.**

**FIRST REPORT TO COURT
DATED NOVEMBER 4, 2003
BY RICHTER & PARTNERS INC., INTERIM RECEIVER OF
SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.**

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF A PLAN OF SLMSOFT INC., SLM NETWORKS
CORPORATION, SLM TECHNOLOGIES INC., GSA CONSULTING GROUP
INC. AND FMR SYSTEMS INC.**

AND

**IN THE MATTER OF THE BANKRUPTCY AND INSOLCENCY ACT,
R.S.C. 1985, c. B-3, SECTION 47(1), AS AMMENDED**

**First Report to Court
dated November 4, 2003
by Richter & Partners Inc., Interim Receiver of SLMSOFT Inc.,
SLM Networks Corporation, SLM Technologies Inc.,
GSA Consulting Group Inc. and FMR Systems Inc.**

INTRODUCTION

1. This report ("Report") is filed by Richter & Partners Inc. ("Richter") in its capacity as Interim Receiver of ("IR") of SLMSoft Inc. and certain of its subsidiaries (collectively the "Applicants") pursuant to an order made (the "IR Order") by the Superior Court of Justice, Commercial List ("Court") on October 31, 2003.
2. On May 27, 2003 the Court issued an order (the "Initial Order") appointing Richter as Independent Monitor ("IM") in the Applicants proceedings under the *Companies' Creditors Arrangement Act* ("CCAA")
3. Pursuant to the Initial Order, the IM filed a series of report which addressed the status of the Applicants' plan under the CCAA filing, restructuring, ongoing operations, significant changes to management, the Applicants' conduct of their business and affairs and in respect of the assets, liabilities and the financial condition of the Applicants, and such other current matters as were relevant to the CCAA proceedings.
4. On October 31, 2003 the Court issued the IR Order appointing Richter and the IR of the Applicants.
5. The purpose of this Report is to provide the Court with information regarding the IR's preliminary actions and findings.

6. In order to prepare this Report, Richter has obtained financial and other information from the Applicants and has held discussions with certain employees of the Applicants.
7. The information contained in this Report has not been independently verified by Richter; accordingly, Richter expresses no opinion on the accuracy or the completeness of the information contained herein.

SUMMARY

8. At approximately 5:00 pm on October 31, 2001 the IR took possession of the Applicants' premises.
9. On November 1 and 2, 2003 the IR held discussions with certain of the Applicants senior management team in order to obtain details regarding the status of contracts, employees and other critical information which would be required immediately upon the commencement of business on November 3, 2003.
10. On November 3, 2003 the IR held discussion with all of the Applicants' employees, who reported to work. Approximately twenty (20) employees were retained by the IR.

11. During discussions held with the Applicants' employees, the IR was advised of a number of assets that were removed from the premises in the evening of October 30, 2001. In addition, the IR was advised that data stored on a number of computers had been erased. The IR is currently investigating these allegations.

SECURING PREMISES

12. At approximately 5:00 pm on October 31, 2003 (shortly after the making of the IR Order), the IR attended at the premises of the Applicants located at 1 Yorkdale Road, Suite 600, in Toronto, Ontario.
13. Upon the making of the IR Order, the IR was given assurances from the Applicants CFO that he would attend at the premises and assist the IR with respect to gaining access and securing control of that location. Despite these assurances the CFO did not attend.
14. The IR attempted to gain access to the premises however the main entrance was locked and there was no answer from individual(s), who appeared to be inside. Ultimately, with the assistance of a locksmith and building security, the IR was able to gain access. Although the IR found no individuals in the office, it is possible that any individuals that were in the office had left though a secondary entrance, which the IR was not aware.

15. Upon preliminary inspection of the premises, the IR observed the following:
- a) A number of office drawers and cabinets were open and empty;
 - b) A number of computers had missing hard drives; and,
 - c) In certain areas of the office there were marks on the carpets consistent with the marks that would be left after the removal of a filing cabinet or shelving unit.

The IR is in the process of investigating the above.

16. In order to secure the premises, the IR changed the locks on all entrances and advised security not to allow any parties access to the offices until further advised by the IR. The IR also, temporarily, suspended remote access to the Applicants computer systems and internet.
17. In the afternoon of November 3, 2003 the IR reinstated internet access; however, such access was limited to the individuals retained by the IR. In addition, the IR issued new access cards for the office premises to those individuals retained by the IR.

PRELIMINARY ASSESSMENT OF OPERATIONS

Employees

18. The Interim Receiver held preliminary discussions with two senior employees of the Applicants in order to obtain information regarding all of the projects that were currently in process. The IR also obtained the names of all of the individuals that were directly associated with those specific projects.

19. As a result of the above, the IR offered to retain approximately twenty employees. All employees that were offered employment decided to accept the offer made by the IR. The IR advised these individuals that wages would be paid by the IR on a go-forward basis commencing on November 3, 2003.
20. A number of employees advised the IR that they had significant unpaid wage arrears which accrued subsequent to the CCAA filing and as a result of these arrears now found themselves in significant financial distress. Accordingly, they requested that these wages be paid and if not paid, these employees would reconsider their decision to remain and support the IR. Given the funds currently available to the IR, the IR was unable to commit to paying such arrears. The IR advised the employees that it would attempt to determine the quantum of the wage arrears and would consider possibly paying a portion of the arrears if the cash flow permitted. The IR undertook to revisit this issue with the employees by November 7, 2003.
21. The IR chose not to retain the service of the Misir family employees as well as approximately five additional employees.
22. The current compliment of employees may change depending on the progress of the contracts and the requirements of the Applicants' customers.

Contracts

23. The IR obtained a listing of all contracts currently in process as well as the contact information for each of these customers. The IR intends to contact each of these customers to advise them of the following:
- a) the IR Order;
 - b) that employees have been retained to continue to service these contracts, albeit in a more limited fashion.
 - c) That the IR is cautiously optimistic that in a period of four to six weeks a purchaser for the business assets of the applicants will have been located and a financially viable company would continue the Applicants business operations.
24. The IR is also attempting to obtain information regarding contracts that were previously cancelled by customers and is assessing the potential of reinstating these projects if a financial viable purchaser was located.

Infocorp Computer Solutions Ltd. ("Infocorp")

25. Infocorp, a publicly traded company, is 49.9% owned by the Applicants and is also indebted to the Applicants in the amount of \$1.5 million plus interest.
26. The Applicants' Infocorp shares have been lodged with Ramparts Securities ("Ramparts"). These shares have become subject to an ownership dispute with the Trustee in the Bankruptcy of Ramparts.
27. Infocorp utilizes some of the Applicants' office space and accounting services. The IR has been advised by Infocorp that there are no formal agreements

governing this arrangement nor does Infocorp compensate the Applicants for the services provided. Infocorp has indicated that, if requested, it would relocate its operations but that it would require approximately one month to make such arrangements. The IR agreed to temporarily continue the current arrangement but would require Infocorp to pay its share of the costs associated with their occupancy of the premises. The parties are currently finalizing this agreement.

Other

28. The IR has been advised that the Applicants maintained and financed an office in China. The IR has also been advised that the costs of maintaining the China office amounts to approximately \$50,000 per month. This office is primarily involved in maintaining contracts in that region. At this time no further cash receipts are anticipated from China until April 2004. Given the IR's limited funding, the IR has decided to suspend operations in China pending the completion of the marketing process.
29. As noted above the IR has been advised that a number of assets were removed from the Applicants' premises between the afternoon of October 30, 2003 and the evening of October 31, 2003. In addition the IR has been advised the a number of files were removed from the premises over the past several weeks. A preliminary list of missing assets is attached as Appendix "A". The IR is investigating these allegations.

30. The IR is in the process of preparing a marketing plan for the Applicants' assets and will seek the Court's approval with respect to the plan once it is completed.

♦ ♦ ♦

Respectfully submitted,

Richter & Partners Inc.

**RICHTER & PARTNERS INC.
INTERIM RECEIVER OF SLMSOFT INC.,
SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC.
AND FMR SYSTEMS INC.**

SLMSoft Inc. Group of Companies
Preliminary List of Missing Assets and Records

Hardware From Customer Support Room

1. Two IBM NetVistas
2. One Date Card Printer
3. Data Card Camera
4. POS Devices – 9 Elites, 1 Alto
5. IBM IServer – LDAP server
6. Imaging Software machine – P4
7. 1 GemPlus Card Reader
8. G&D Developer's kit

Hardware From Greg's Room

1. 512 MB Memory Stick – P4
2. 40 GB Hard Drive – P4

Hardware From Project Management Office

1. Dev's Laptop – PII
2. Eddy's HP colour printer

Hardware From Server Room

1. Two IBM F50s
2. Two IBM Iservers

Hardware From Computer Lab

1. Bender Server running Epurse, FTS, CCS, etc.
2. GemPlus Card Reader
3. One HSM Racal Machine

Laptops

1. Peter De Albuquerque (Ex Project Manager)
2. Gavin Misir (President)

Records

- Files related to Rampart
- Files related to SLM Kansas
- Files related to Insight Venture Capital



November 6, 2003

Aubrey Kauffman
Direct Line: 416.595.2356
E-mail: akauffman@goodmancarr.com
File Number: 0303796

Via Facsimile

Daniel R. Dowdall
Fraser Milner Casgrain LLP
1 First Canadian Place
100 King St. W.
Toronto, ON M5X 1B2

Dear Mr. Dowdall:

Re: SLMSoft Inc.

I am writing to you in your capacity as counsel for Schwartz Levitsky Feldman Inc. ("SLF"), CCAA Monitor of the SLMSoft companies.

In Richter's First Report to the Court as Interim Receiver, dated November 4, 2003, Richter reported that it was advised that a number of assets were removed from the SLM premises prior to the October 31 motion and that data stored on a number of computers had been erased (paragraph 11). Appendix A to the report lists assets and files that were allegedly removed.

Richter, as Interim Receiver, is requesting that SLF, as Monitor, report with respect to its knowledge, if any, of the above allegations.

In particular, without limiting the scope of this request, Richter has been advised that Messrs. Page and/or Feldman were present at the SLM premises during the afternoon of October 30, 2003 and that assets and records were removed at that time. If this is correct, what knowledge did SLF have of the removal of assets and records and what, if anything, did SLF do with respect to the removal?

Richter has also ascertained that on October 28, 2003 a shredding company attended at SLM premises and shredded approximately 480 pounds of paper. Richter has found a "Certificate of Destruction" at the SLM premises with respect to the shredding activities.

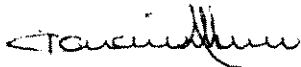
Was a representative of SLF in attendance at the SLM premises on October 28, 2003? Was SLF aware that shredding of documentation was taking place? If so, what steps did SLF take with respect to this activity?

200 King Street West, Suite 2300
Toronto, Ontario, Canada M5H 3W5
T 416 595 2300 F 416 595 0567
www.goodmancarr.com

GOODMAN AND CARR LLP
BARRISTERS AND SOLICITORS

Could you please provide SLF's report with respect to these inquiries at your earliest convenience.

Yours very truly,



for: Aubrey Kauffman

AEK/da

c. Robert Harlang
Gus Tertigas
Melanie MacKenzie

Exhibit "3"

Schwartz Levitsky Feldman Inc.
TRUSTEE IN BANKRUPTCY
TORONTO, MONTREAL, OTTAWA

SLF

November 7, 2003

Goodman and Carr LLP
Barristers and Solicitors
200 King St. West
Toronto, Ontario M5H 3W5

Attention: Aubrey Kauffman

Dear Mr. Kauffman:

Subject: SLMSoft Inc. ("SLM")

We write in response to your letter dated November 6, 2003.

We wish to be clear that Schwartz Levitsky Feldman Inc. ("SLF") had no knowledge of either asset removal or document destruction until these issues were raised in Richter's first report. If this has happened it is obviously a serious matter and SLF will be pleased to give whatever assistance the Interim Receiver may require.

To address the issues specifically noted in your letter, Jeffrey Feldman and I were in attendance at SLM on the morning of Thursday October 30, 2003. As your client will know, SLF occupied a boardroom (the "Boardroom") at the premises right beside the front door and our activities that day were conducted almost exclusively in the Boardroom where we were focused upon finalizing the Monitor's last report to court.

Mr. Govin Misir did come into Boardroom that morning and asked me if any assets could be either given to employees in satisfaction of arrears owing to them or sold to raise capital. At the same time I had noticed some computer equipment close by the Boardroom being prepared for shipment by SLM. I questioned Mr. Misir about this equipment and he advised me that these were goods owned by a third party, UTS, which were being readied to be returned to UTS. I advised Mr. Misir that all of SLM's actions were under close scrutiny by the court and that nothing should be sold or moved from the company's premises. Mr. Misir gave no indication that he would not comply with my advice. Mr. Feldman and I left SLM shortly thereafter at approximately 1:00 p.m. and did not return to the premises until Monday November 3, 2003, after Richter was in possession of the premises at which time Mr. Feldman picked up certain documents and equipment of SLF that we had left on site.

1167 Caledonia Road
Toronto, Ontario M6A 2X1
Tel: 416 785 5353
Fax: 416 784 3025

Schwartz Levitsky Feldman Inc.
TRUSTEE IN BANKRUPTCY
TORONTO, MONTREAL, OTTAWA

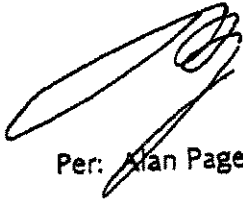
SLF

In the morning of Tuesday October 28, 2003 Jeffrey Feldman of SLF and Richter representatives Gus Tertigas and Melanie MacKenzie met at SLM to discuss the status of various issues concerning SLM and to review the progress of the issues that Justice Ground had requested to be dealt with in his reasons dated October 22, 2003. This meeting was in the Boardroom. Immediately thereafter Mr. Feldman met briefly with Mr. Misir, again in the Boardroom, before leaving the premises. Mr. Feldman saw no activity that would lead him to suspect that either assets were being removed from the premises or that records were being destroyed.

If you require any further information or have any questions please call the writer.

Yours truly,

SCHWARTZ LEVITSKY FELDMAN INC.



Per: Alan Page, C.A., CIRP

1167 Caledonia Road
Toronto, Ontario M6A 2X1
Tel: 416 785 5353
Fax: 416 784 3025



November 6, 2003

Aubrey Kauffman
Direct Line: 416.595.2356
E-mail: akauffman@goodmancarr.com
File Number: 0303796

Via Facsimile

Harry M. Fogul
Aird & Berlis LLP
BCE Place, Suite 1800, Box 754
181 Bay Street
Toronto, ON M5J 2T9

Dear Mr. Fogul:

Re: SLMSOft Inc.

I am writing to you on behalf of Richter & Partners Inc. ("Richter"), Interim Receiver of the SLM companies.

I am advised that you represent the Misirs in addition to their company, Molgov.

In Richter's First Report dated November 4, 2003, Richter reported with respect to alleged removal of assets, records and information during the period preceding the interim receivership motion on October 31, 2003 (see paragraphs 11, 15, 29 and Appendix A).

In addition to the information contained in the First Report, Richter has been advised that:

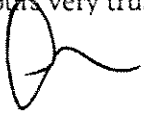
- (i) Assets were removed between the afternoon of October 30 and the afternoon of October 31, 2003;
- (ii) during the afternoon of October 30, 2003, assets were loaded on a truck in the building parking lot;
- (iii) on October 28, 2003 a shredding company attended at the premises and shredded approximately 480 pounds of paper.

200 King Street West, Suite 2300
Toronto, Ontario, Canada M5H 3W5
T 416 595 2300 F 416 595 0567
www.goodmancarr.com

GOODMAN AND CARR LLP
BARRISTERS AND SOLICITORS

Richter would appreciate your clients' assistance in recovering the missing assets, records and information. Accordingly, if your clients have any information regarding the above, please advise at your earliest convenience.

Yours very truly,

A handwritten signature in black ink, appearing to be 'Aubrey Kauffman', written over the closing 'Yours very truly,'.

Aubrey Kauffman

AEK/da



AIRD & BERLIS LLP

Barristers and Solicitors
Patent and Trade Mark Agents

Harry Fogul
E-mail: hfogul@airdberlis.com

VIA TELEFAX

November 11, 2003

COPY

Goodman and Carr LLP
Suite 2300
200 King Street West
Toronto, Ontario
M5H 3W5

Attention: Mr. Aubrey E. Kauffman

Dear Sirs:

Re: SLMsoft Inc.

We acknowledge receipt of your letter November 6, 2003. We have reviewed a copy of the First Report of the Interim Receiver and wish to provide you with information with respect to the "missing assets".

Firstly, we wish to set out a chronology of events subsequent to the Court hearing on October 31, 2003. Secondly, we will deal with the assets set out in the Schedule to the First Report of the Interim Receiver.

After the conclusion of the hearing before Mr. Justice Ground on Friday, October 31, 2003, Gus Tertigas of Richter & Partners Inc. had a short conversation with Khurram Qureshi and Tony Reyes. In that conversation Mr. Tertigas asked Mr. Qureshi whether he would be returning to the premises with him. Mr. Qureshi responded that since it was Halloween he had commitments at home. Arrangements were made to meet at the office premises on Monday morning. Mr. Tertigas indicated that he would likely go to the premises and change the locks. None of Mr. Qureshi, Mr. Misir or Ms. Bharratt attended at the office premises at any time from the end of the Court hearing until they arrived at the office premises on Monday morning, November 3, 2003, at approximately 9:15 a.m. when they met with Richter & Partners Inc. They were advised at that time that due to budget limitations they would not be retained. We understand that the premises were protected by a security system which required security cards in order to enter the premises.

BCE Place, Suite 1800, Box 754, 181 Bay Street, Toronto, Ontario, Canada M5J 2T9 T: 416.863.1500 F: 416.863.1515

www.airdberlis.com

Affiliated with Owen, Bird / Vancouver

NOV-11-2003 10:31 AM
Goodman and Carr LLP
November 11, 2003
Page 2

Accordingly, Richter & Partners Inc. can check with the security company to confirm who attended at the office premises during the weekend.

At the Monday morning meeting, Mr. Misir advised Mr. Tertigas that the furniture in his office and in the Executive Board Room were his personal property. Mr. Tertigas confirmed this and indicated that from an optics perspective it would be preferable that Mr. Misir not remove the furniture for a few weeks. Ms. Bharratt notified Mr. Tertigas that she had brought with her a computer and printer that she used working at home and that they were in her office. Mr. Qureshi notified Mr. Tertigas that the laptop returned was his personal property and was purchased during the CCAA process when various leases were terminated. Mr. Misir and Mr. Qureshi noticed that all of the doors to their offices were opened and that someone had rummaged through their offices.

We understand that approximately a week prior to the hearing a number of individuals removed their personal property from the premises including coffee mugs, pictures, ornaments, music CDs, books and personal documents. We also understand that Mr. Dev Misir had personal records on the premises which he had not previously removed. These items were removed.

We are enclosing a schedule with notations next to the items referred to in the First Report of the Interim Receiver as "being missing".

With respect to the shredding of company documents, we understand that the company had several recycling bins on the premises. Approximately every six months a shredding company would come to shred these documents. The documents were shredded in the ordinary course of business rather than thrown in the garbage since many of the documents, although garbage, contained confidential and proprietary information.

Yours very truly,

AIRD & BERLIS LLP

Per:


Harry Fogul

HMF/dp
Enclosure

::ODMA\PCDOCS\DOCS\1552161\1



NOV-11-2003 10:11 AM

SCHEDULE

SLMsoft Inc. Group of Companies Preliminary List of Missing Assets and Records

Hardware From Customer Support Room

These were not SLM's property. They were loaned from UTS for testing of the product. UTS requested that their equipment be returned, before SLM went into receivership. A letter was sent by UTS to SLM requesting that SLM return their equipment (copy enclosed). SLM complied with the UTS request.

1. Two IBM NetVistas
2. One Date Card Printer
3. Data Card Camera
4. Pos Devices - 9 Elites, 1 Alto
5. IBM IServer - LDAP server
6. Imaging Software machine - P4
7. 1 GemPlus Card Reader
8. G&D Developer's kit

Was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS
With Peter De Albuquerque - Peter was reviewing the requirements to help answer ENPO questionnaire. Sheldon Gold was aware of this. Peter mentioned to Sheldon Gold that he would return it.

Hardware From Greg's Room

To remove these items, one would require specific technological expertise. At SLM, the only individuals that performed such tasks were Greg Fernandes and Craig McDonald. Both parties were the custodian and the only individuals that have access to such items or to those premises.

1. 512 MB Memory Stick - P4
2. 40 GB Hard Drive - P4

These items are small and are not easily detectable if someone removed them from the premises. The memory stick weighs about 1 ounce and the Hard Drive is typically 8-16 ounces.

Hardware From Project Management Office

1. Dev's Laptop - PII
2. Eddy's HP colour printer

Govin Misir has been advised by Dev Misir that this Laptop is missing.
Govin Misir saw the printer on Eddy's desk on Thursday, October 30, 2003. Eddy is custodian of the equipment, and he was in the office on Friday, October 31, 2003.

Hardware From Server Room

1. Two IBM F50s
2. Two IBM Iservers

SLM only had one IBM F50. SLM never had 2 systems in their inventory. It was sold to UTS - Returned to UTS
Was sold to UTS - Returned to UTS

Hardware From Computer Lab

1. Bender Server running Epcure, FTS, CCS, etc.
2. GemPlus Card Reader
3. One HSM Racal Machine

Was sold to UTS – Returned to UTS

Was sold to UTS – Returned to UTS

Was sold to UTS – Returned to UTS

Laptops

1. Peter De Albuquerque
(Ex Project Manager)
2. Govin Misir (President)

Personal property of Peter De Albuquerque

Personal property of Govin Misir

Records

- Files related to Rampart

The only files relating to Rampart that were removed specifically related to personal material of Govin and Molly Misir. The Corporate information is held by Mr. Paul Pape, Counsel in this matter.

- Files related to SLM Kansas

Files and legal documents pertaining to transactions are held in the office beside executive board room, in RED binders. They are labelled rather clearly. There is a pile of documents located on top of the bookshelf beside the door to Natasha Bharratt's former office pertaining to John French and finally, there is an accordion folder located on the bookshelf/filing unit beside the desk in that office that contains all SLM Kansas bankruptcy information. No such information was removed. Additional information may be found in Matthew Seymour's office which contained older legal files. Documentation related to SLM Kansas activities have been in storage for at least two years. That division was divested in January 2000 and has not been active since.

- Files related to Insight Venture Capital

Files related to Insight Venture Capital – some documents pertaining to correspondence related to Insight and SLM can be found in Ms. Bharratt's office in the filing cabinet. Formal legal documents can be found in office beside board room, again clearly marked in Red Gowlings binders. Additional information can be found in Mr. Seymour's old office as well. For a complete motion material, Mr. Pape has information on the conversion issue, Mr. Levine as counsel on the damages issue and Gowlings has copies of all transactional issues. They were the three parties that held all legal records of the Company's affairs.

:ODMA\PCDOCS\DOCS\1552201\1

UTS UNIVERSAL TRANSFER SERVICES

October 27, 2003

Mr. Peter De Albuquerque
Senior Vice-President
SLMsoft Inc.
600-1 Yorkdale Road
Toronto, Ontario, Canada M6A 3A1

Subject: Return of Equipment and related software

Dear Peter,

Please arrange to have all our equipment and related software used for the CECF project returned or place in storage immediately, as we have discussed. I would be sending someone to pickup these items shortly.

I appreciate your prompt action and full cooperation.

Best regards,



Charles Ampéfo
Chairman, UTS

cc. Mr. Govin Misir

Immeuble Espace Sante 01 BP 2895 Abidjan, Cote D'Ivoire. Tel: 225-22419469 Fax: 225-22471154

Exhibit "6"

SLM UTS UNIVERSAL TRANSFER SERVICES
soft.com

November 4, 2003

WITHOUT PREJUDICE

VIA FAX: +1 (416) 789-9078

Richter & Partners Inc.
Interim Receiver and Receiver and Manager of SLMsoft Inc.
600 - 1 Yorkdale Road
Toronto, Ontario
Canada M6A 3A1

Attention: Mr. Gus Tertigas

Subject: Notice of Termination of CECF Multi Bank Agreement dated July 7, 2001


Dear Sir:

I refer to the above agreement executed between SLMsoft Inc, Universal Transfer Services and Caisse D'Epargne Et Des Cheque Postaux project.

SLMsoft current financial and legal situation has given rise to great uncertainty about SLMsoft's ability to carry on and meet with its obligations.

Accordingly the above referred agreement stands terminated effective immediately.

Yours truly


Charles Ampoto
Chairman
Universal Transfer Services

Immeuble Espace Sente 01 BP 2895 Abidjan 01. Tel: 225-22419469 Fax: 225-22471134

November 5, 2003

DELIVERED BY FACSIMILE

Dear Mr. _____:

**Re: SLMsoft Inc. ("SLM" or "Company")
Our File No.: 03-1009**

On October 31, 2003, the Ontario Superior Court of Justice issued an order appointing Richter & Partners Inc. as Interim Receiver of the Company. At this time, the Interim Receiver has secured adequate resources, including the retention of several key employees, to continue to service most existing contracts and accordingly, the Company will attempt to continue to provide the services you require.

While this letter states the intentions of the Interim Receiver, we trust that you understand that no binding commitments can be made by the Interim Receiver or SLM at this time.

It is the Interim Receiver's intention to market the Company's operating assets and to attempt to complete a sale of these assets on an en bloc basis. The Interim Receiver anticipates that this process will take a period of four to six weeks. It is the Interim Receiver's expectation that a purchaser of the operating assets of the Company would be interested in continuing to service the Company's contracts.

We thank you for your cooperation and appreciate your patience during this time. We are hopeful that a purchaser will be identified quickly and the Company will be able to resume normal operations as soon as practically possible.

Should you have any questions regarding the above please do not hesitate to contact the undersigned at 416-932-6247.

Yours very truly,

**RICHTER & PARTNERS INC.
INTERIM RECEIVER OF
SLMSOFT INC. AND NOT
IN ITS PERSONAL CAPACITY**

Per: Gus Tertigas

[Date]

PRIVATE AND CONFIDENTIAL

DELIVERED BY FACSIMILE

«Fax»

«Prefix» «First» «Last»

«Company_Name»

«Address1»

«Address2»

Dear «Prefix» «Last»:

**RE: SLMsoft Inc., SLM Networks Corporation, SLM Technologies Inc., GSA Consulting Group Inc., and FMR Systems Inc. (collectively, "SLM" or the "Companies")
SALE OF ASSETS**

SLM was granted protection pursuant to the *Company Creditors' Arrangement Act* ("CCAA") on May 27, 2003 to facilitate its corporate restructuring. Since the CCAA filing, Richter & Partners Inc. ("Richter") has acted as the Court appointed Independent Monitor of the Company. In this capacity Richter provided the Court with regular updates regarding the restructuring process. On October 31, 2003 the Court terminated the CCAA proceeding and appointed Richter as Receiver. In this capacity, Richter has continued the Company's operations and is offering the Company's operating assets for sale.

The Company, headquartered in Toronto, Ontario, was founded in 1986 and is a leading developer of electronic payment systems and transaction process solutions, including e-commerce applications. The Company's comprehensive solutions give individual customers access to bank and other financial institution's products and services, including the ability to manage their accounts and conduct real-time transactions. The Company also provides e-commerce solutions within other transaction intense markets including health care, retail, and government sectors.

If you are interested in pursuing this opportunity, please execute the attached Confidentiality Agreement ("CA"). Following a receipt of the CA, the following information will be available for your review:

1. Confidential Information Memorandum which includes an overview of the business, its management and details of the assets being offered for sale.
2. A Form of Offer.

INTERESTED PARTIES WILL HAVE THE OPPORTUNITY TO REVIEW THE REQUIRED INFORMATION AND TO PERFORM ANY NECESSARY DUE DILIGENCE FROM NOVEMBER 24, 2003 TO DECEMBER 8, 2003. AS PART OF THE DUE DILIGENCE PARTIES WILL HAVE THE OPPORTUNITY TO VIEW THE FUNCTIONALITY OF THE COMPANY'S SOFTWARE. OFFERS FOR THIS ACQUISITION MUST BE SUBMITTED TO RICHTER BY 2:00 PM (TORONTO TIME) ON DECEMBER 8, 2003.

If you have an interest concerning this investment opportunity or require further information please contact Derrick Phelps at (416-932-6252 dphelps@richter.ca) or Gus Tertigas (416-932-6247 gtertigas@richter.ca).

Yours very truly,

RICHTER & PARTNERS INC.

Per: Derrick Phelps
416-932-6252
dphelps@richter.ca

[Date]

PRIVATE & CONFIDENTIAL

DELIVERED BY FACSIMILE (FAX NO.)

«Prefix» «First» «Last»
«Company_Name»
«Address1»
«Address2»

Dear «Prefix» «Last»:

Re: SLMsoft Inc., SLM Networks Corporation, SLM Technologies Inc., GSA Consulting Group Inc., and FMR Systems Inc. (collectively, "SLM" or the "Companies")
CONFIDENTIALITY AGREEMENT (the "Agreement")

Richter & Partners Inc. ("**Richter**") was appointed Receiver of SLM on October 31, 2003.

This letter establishes the terms and conditions under which you are being provided with data, information and documentation (whether in oral, written, graphic, electronic or any other format) ("**Information**") in respect of SLM, its corporate matters, its shareholders and its operations which is designated as confidential, or is stated to be confidential or is by its nature intended to be confidential in order that you may determine your interest in purchasing all, or some of, the assets (the "**Transaction**") of the **Companies**.

Such information comprises:

- ♦ The document referred to as the Confidential Information Memorandum available from **Richter**; and
- ♦ Any other information, oral or written, which may be provided to you during the course of your evaluation of the **Companies**, whether provided by **Richter** and/or any representative of the **Companies**.

In consideration of your being provided with the **Information**, you hereby acknowledge and agree with **Richter** and the **Companies** as follows:

1. The **Information** will be used by you solely for the purpose of evaluating a **Transaction** in the **Companies** and, unless and until you have completed such a transaction, the **Information** will be kept confidential by you and your advisors, except that the **Information** or portions thereof may be disclosed to those of your directors, officers, employees, agents, auditors, lawyers and bankers (collectively hereinafter "**Representatives**") who need to know such **Information**, for the purpose of evaluating the **Transaction**. It is understood and agreed that those **Representatives** will be informed of the confidential nature of the **Information** and they shall agree, de facto, to be bound by the **Agreement**. You agree to be responsible for any breach of this **Agreement** by your **Representatives**.
2. The **Information** remains the exclusive property of the **Companies** and/or **Richter** and contains proprietary and confidential information and trade secrets of the **Companies**.
3. The term "**Information**" does not include any information which (a) is generally available to and known by the public (other than as a result of its disclosure by you or your **Representatives**); (b) was available to you on a non-confidential basis from a source other than **Richter** and/or the management and employees of the **Companies**; or (c) has been independently acquired or developed by you without breaching any of your obligations under this **Agreement**.
4. If a **Transaction** is not consummated, you will return to **Richter**, upon being requested to do so, all copies of the **Information** in your possession or in the possession of your **Representatives**, and you will destroy all copies of any analyses, compilations, studies or other documents prepared by you for your internal use which are based in whole or in part on the **Information**.
5. Without the prior consent of **Richter** you will not, and will direct your **Representatives** not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction in respect of the **Companies**, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
6. Until the earliest of (a) the execution by you of a definitive agreement regarding a **Transaction**; or (b) three years from the date of this **Agreement**, you agree not to initiate or maintain contact (except for those contacts made in the ordinary course of business) with any officer, director, or employee of the **Companies** regarding the **Companies**, their operations, prospects or finances, except with the express permission of **SLM** and/or **Richter**.
7. It is understood that **Richter** will arrange for appropriate contacts for due diligence purposes. Unless otherwise agreed to in writing by **Richter**, all (a) communications regarding a possible transaction, (b) requests for site visits or meetings with management or any representative of the **Companies**, and (c) discussions or questions regarding any aspect of the transaction, will be submitted or directed to **Richter**.

8. You understand and acknowledge that **Richter**, the other member firms of **Richter** and the **Companies** make no representations or warranties, expressed or implied, as to the accuracy or completeness of the **Information** and shall have no liability to you or any other person resulting from your use of the **Information**. Only those representations or warranties that are made to a party in a formal agreement when, and if it is executed, and subject to such limitations and restrictions as may be specified in such as agreement, shall have any legal effect.
9. This **Agreement** is for the benefit of **Richter** and the **Companies**, and shall be governed by, and construed in accordance with the laws of the Province of Ontario. Your obligations under this **Agreement**, except the obligations set forth in paragraph 4 hereof, shall expire three years from the date hereof.

Please indicate your acceptance of the terms of this **Agreement** by signing in the space below and returning a signed copy to the undersigned at the address noted on our letterhead or by fax to (416) 932-6200.

Yours very truly,

RICHTER & PARTNERS INC.
COURT-APPOINTED RECEIVER OF SLM
AND NOT IN ITS PERSONAL CAPACITY

Per: Derrick Phelps

DP:lc

We accept and agree to be bound by the terms of this **Agreement**.

Company _____

Signature _____

Name and Title _____

Date _____

**SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.
(Collectively referred to as SLM)**

**FORM OF OFFER AND
TERMS AND CONDITIONS OF SALE**

**SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.**

(Collectively referred to as SLM)

FORM OF OFFER AND TERMS AND CONDITIONS OF SALE

I N D E X

	Section
FORM OF OFFER	1
TERMS AND CONDITIONS OF SALE	2

SECTION 1

SLM

FORM OF OFFER

To: Richter & Partners Inc.
In its capacity as Receiver and Manager and Interim Receiver of SLM
200 King Street West
Suite 1900, P.O. Box 48
Toronto, ON M5H 3T4

Facsimile No.: (416) 932-6200

Attention: Gus Tertigas

1. _____
(Name of Offeror)

(Contact Person)
2. _____
(Address of Offeror)

3. _____
(Telephone Number)

4. _____
(Facsimile Number)

5. _____
(E-Mail Address)

6. As outlined on Schedule "A" attached hereto, I/we hereby submit this offer for the purchase of the assets of SLM. The total price offered is \$_____, allocated as follows:

- \$_____ for the intellectual property, including source codes and patents related to software, goodwill, trade name and trademarks associated with SLM.
- \$_____ for accounts receivable and work-in-progress billings;
- \$_____ for maintenance and development contracts;
- \$_____ for furniture, fixtures and equipment; and,
- \$_____ for the lease of the premises located at 1 Yorkdale Place, Suite 600, Toronto, Ontario.

The assets of SLM to be excluded from the offer are set out in Schedule "B" attached hereto (attach Schedule "B" if applicable).

7. I/We agree that the Terms and Conditions of Sale (Section 2) form part of this Offer and the agreement that will result from your acceptance.
8. This offer is irrevocable.
9. Enclosed is my/our certified cheque payable to Richter & Partners Inc. as a deposit in the amount of \$_____, representing 25% with respect to the total amount of my/our offer submitted herein.

Dated at _____ this _____ day of _____ 2003.

Witness

Offeror

(If Offeror is a corporation, corporate
seal must be affixed)

Signature

Name and Title _____

SECTION 2

SLM

TERMS AND CONDITIONS OF SALE

1. The vendor is Richter & Partners Inc., (the "Vendor"), in its capacity as Receiver and Manger and Interim Receiver (the "Receiver") of SLM, having been appointed on October 31, 2003, pursuant to an Order of The Honourable Justice Ground of the Superior Court of Justice ("Court").
2. The Vendor is requesting offers to purchase the right, title and interest of the Receiver and SLM, if any, only in the assets set out below in this paragraph (the "Purchased Property"), pursuant to these Terms and Conditions of Sale. The assets consist of:
 - All intellectual property, including goodwill, trade name and trademarks associated with SLM
 - All accounts receivable and work-in-progress billings;
 - All maintenance and development contracts;
 - All furniture, fixtures and equipment; and,
 - The lease of the premises located at 1 Yorkdale Place, Suite 600, Toronto, Ontario.
3. Any lists, schedules or other material prepared or made available by the Vendor or included in these Terms and Conditions of Sale, or available at the premises or at the Vendor's office(s) for prospective purchasers, have been prepared solely for the

convenience of prospective purchasers and are not warranted to be complete or accurate, and are not part of these terms and conditions.

4. Offers marked "Do Not Open - Offer – SLM." shall be delivered or mailed postage prepaid to Richter & Partners Inc., 200 King Street West, Suite 1900, P.O. Box 48, Toronto, Ontario, Canada, M5H 3T4 to the attention of Gus Tertigas so as to be received before 2:00 p.m. (Toronto time) on December 8, 2003.
5. Every offer submitted is to be in the Form of Offer attached hereto as Section 1.
6. Offers may be submitted for individual parcels or en bloc. For purposes of this Information package, "en bloc" shall mean that Vendor can accept all but not less than all of an offer submitted by a purchaser for the property where such purchaser has submitted offers for more than one parcel. Offers submitted for more than one parcel would be considered as a separate offer for each parcel unless the Offeror specifically states that the acceptance of one parcel is conditional upon the acceptance of one or more additional parcels.
7. Each offeror shall, with its offer, deliver to the Vendor a certified cheque payable to Richter & Partners Inc. for twenty-five percent (25%) of the aggregate offered price (the "Purchase Price"). If the offer is accepted said cheque shall be deemed

to be a cash deposit and the successful offeror (the "Purchaser") shall pay the balance of the Purchase Price to the Vendor, by certified cheque or bank draft on closing.

8. Cheques accompanying offers that are not accepted will be returned to the offeror by prepaid regular mail addressed to the offeror at the address set out in its offer or made available for pickup not later than five business days following December 8, 2003 unless otherwise arranged with the offeror by the Vendor.
9. All offers to purchase are submitted on the understanding and agreement that (i) The highest or any offer will not be accepted by the Receiver, (ii) Offers are subject to the approval of the Court on application made by the Vendor and (iii) in addition, where the assets acquired consist of leases or leasehold interests, the offers, and the assignments of the leases or leasehold interests are subject to the terms of the applicable leases or applicable legislation.

10. If any offer is accepted by the Vendor, then such acceptance shall be communicated to the Purchaser within five business days of December 8, 2003 by notice in writing by the Vendor to the Purchaser at the address set forth in its offer, such notice to be given by prepaid regular mail, facsimile, e-mail or personal delivery and to be deemed effectively given and received when deposited in the post office or when transmitted by facsimile, e-mail or when personally delivered as the case may be. In the event that two or more of the offers submitted are being considered by the Vendor, the Vendor may call upon those offerors to submit further offers.
11. The Purchaser shall provide to the Vendor information and supporting material confirming the financial capacity of the Purchaser to complete the transaction.
12. When an offer is accepted, the terms of the offer and the acceptance thereof, and these Terms and Conditions of Sale shall be read together and subject to Paragraph 8 constitute an agreement of purchase and sale (the "Agreement of Purchase and Sale"), between the Purchaser and the Vendor with respect to such assets unless otherwise agreed upon in writing by the Vendor and the Purchaser.
13. The closing of the sale shall take place at the office of the Vendor, 200 King Street West, Suite 1900, Toronto, Ontario, Canada or, at the option of the Vendor,

at the offices of the Vendor's solicitors, at 11:00 o'clock in the forenoon on the second (2nd) business day following approval by the Court of the offer, or such other date as may be extended by the Vendor ("Closing Date").

14. Upon closing of the sale contemplated by the Agreement of Purchase and Sale, the Purchaser shall be entitled, upon receipt by the Vendor of the Purchase Price, to such deeds, bills of sale, assignments or vesting order from the Court as may be considered necessary by the Vendor to convey the Purchased Property to the Purchaser. Any such deeds, bills of sale or assignments shall contain only a conveyance of the Vendor's and SLM's right, title and interest in the Purchased Property, and shall not contain any covenants other than a covenant that the Vendor has the right to sell its interest in the Purchased Property and a covenant that the Vendor has done no act to encumber the Purchased Property. The Purchaser shall take delivery of the said property where situated at date of closing and remove all Purchased Assets within five days of the Closing Date.
15. The Purchaser shall be responsible for and pay on closing in addition to the Purchase Price:
 - a) All applicable federal and provincial taxes;
 - b) The costs, if any, of the assignment transfer fee required by any landlord, or lessor or third party to assign or transfer any lease or other executory contract;

- c) Costs, if any, of dismantling or removing the Purchased Property from its present location and restoring such location to a neat and clean condition; and
- d) The cost of repairing any damage caused by dismantling or removal of the Purchased Property from its present location.

16. In the alternative to paragraph 181(a), the Purchaser may provide proof satisfactory to the Vendor that the taxes mentioned therein are not exigible or a valid purchase exemption certificate on which the Vendor is entitled to rely. If applicable, the Vendor and the Purchaser will complete a joint election in the prescribed form under Section 167(1.1) of the *Excise Tax Act* (Canada) which the Purchaser will file with Canada Customs and Revenue Agency in the manner and within the time prescribed by the said Act. The Purchaser shall promptly deliver to the Vendor proper evidence of such filing. If, notwithstanding any such election or exemption certificate or other proof, any taxes referred to in paragraph 181(a) become exigible and are not paid by the Purchaser forthwith, the Purchaser shall indemnify and save harmless the Vendor against and from all loss, costs, damages and expenses (including legal expenses on a solicitor and client basis) which the Vendor may sustain, incur, or be or become liable for by reason of or arising from such taxes. This paragraph 16 shall survive the closing of the sale.

17. The Purchaser shall assume, at the Purchaser's cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Purchased Property and the use thereof by the Purchaser.
18. The Vendor shall not be required to produce evidence as to title, other than those in its possession.
19. Prior to closing, the Purchased Property shall be and remain in the possession of and at the risk of the Vendor and the Vendor will hold all policies of insurance effected thereon and the proceeds thereof in trust for the Vendor and the Purchaser as their respective interests may appear. After closing, the Purchased Property shall be at risk of the Purchaser. In the event of substantial damage to the Purchased Property occurring before closing the Purchaser may either have the proceeds of the insurance and complete the Agreement of Purchase and Sale or may cancel the Agreement of Purchase and Sale and have all monies therefor paid, returned without interest, deduction, costs or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the purchase and shall be entitled to the proceeds of insurance referable to such damage, but not to any other costs or compensation whatsoever.

20. If the Purchaser fails to comply with the Terms and Conditions of Sale herein, the Purchaser's deposit shall be retained by the Vendor and the assets may be resold by the Vendor and the Purchaser shall pay to the Vendor: (i) an amount equal to the amount, if any, by which the Purchase Price exceeds the net purchase price received by the Vendor pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of or occasioned by the Purchaser's failure to comply with the Terms and Conditions of Sale.
21. By submitting an offer, a Purchaser acknowledges that it has inspected the Purchased Property and that the Purchased Property is sold on an "as is, where is" basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, fitness for any purpose, merchantability, quality, quantity, state, condition or location thereof or compliance with any government laws, regulations, bylaws and orders or in respect of any other matter or thing whatsoever. The assets are specifically offered as they now exist with no adjustments to be allowed the Purchaser for changes in conditions, qualities or quantities of such assets. The Purchaser acknowledges that the Vendor is not required to inspect or count, or provide any inspection or counting, of the Purchased Property, or any part thereof, except for the inventory, and the Purchaser shall be deemed, at its own expense, to have relied entirely on its own inspection and investigation. In particular, as to any

matter having to do with any lease, the Purchaser must examine the lease document and may not rely on any statement in these documents or any summaries provided. It shall be the Purchaser's sole responsibility to obtain, at its own expense, any consents to such transfer of the Purchased Property and in particular the lease of SLM's premises located at 1 Yorkdale Road, and any further documents or assurances which are necessary or desirable in the circumstances.

22. Richter & Partners Inc. acts in its capacity as Interim Receiver of SLM as aforesaid and shall have no personal or corporate liability hereunder or as a result of any sale contemplated hereby.
23. The Purchaser shall allocate the Purchase Price of the Purchased Property, acting reasonably.
24. No offeror shall be at liberty to withdraw, vary or countermand an offer once made.
25. The Vendor, at its discretion, may waive or vary any or all of the Terms and Conditions of Sale or of its notice of inviting offers.

26. The terms and conditions contained herein shall not merge on the closing of the transaction but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.
20. All stipulations as to time are strictly of the essence.
27. Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser, or their respective solicitors. Money may be tendered by cheque certified by a Canadian chartered bank or by bank draft.
28. The obligations of the Vendor to complete a sale of the assets shall be relieved if, on or before the closing of such sale, the assets which are the subject of the sale have been removed from the control of the Vendor by any means or process, enjoined, or any such parcel is redeemed whereupon the only obligation of the Vendor shall be to return the applicable deposit, without interest, deduction costs or compensation. In this event, neither the Vendor nor the Offeror shall have any claims or cause of action against the other.
29. The validity and interpretation of the agreement shall be governed by the laws of Ontario, and the Agreement of Purchase and Sale shall enure to the benefit of and be binding upon the parties thereto, and their respective legal personal representatives, successors and assigns.

30. The purchaser shall not assign the Agreement of Purchase and Sale without the Vendor's prior written approval which approval may be granted or withheld in the Vendor's sole discretion.

31. The Vendor shall retain those books and records of the Company which the Vendor is obliged by law to retain or which, in the Vendor's reasonable opinion, the Vendor is under a duty to retain. The Purchaser undertakes to store all other books and records to the Company delivered to the Purchaser without a charge at a location in the Province of Ontario, as specified by notice given from time to time by the Purchaser to the Vendor. The Purchaser shall allow the Vendor access from time to time to any such books and records during the Purchaser's business hours upon reasonable notice for the Vendor's reasonable business purposes and shall permit the Vendor to make copies thereof at the Vendor's expense. At any time after the sixth (6th) anniversary of the Closing Date, the Purchaser may destroy any such books and records, except as to such books and records which the Vendor has specified for return from the Vendor.

DATED at Toronto, this 12th day of November, 2003.

Richter & Partners Inc.

In its capacity as Interim Receiver and Receiver and Manager of
SLMsoft Inc., SLM Networks Corporation,
SLM Technologies Inc., GSA Consulting Group Inc. and
FMR Systems Inc.

200 King Street West
Suite 1900, P.O. Box 48
Toronto, ON M5H 3T4

**SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.
(Collectively referred to as SLM)**

ASSETS AVAILABLE FOR SALE

The assets of SLM offered for sale consist of the following:

- The intellectual property, including source codes and patents related to the software, goodwill, trade name and trademarks associated with SLM (Schedule "A-1");
- Accounts receivable and work-in-progress billings (Schedule "A-2");
- Maintenance and development contracts (Schedule "A-3");
- Furniture, fixtures and equipment (Schedule "A-4"); and,
- Lease of the premises located at 1 Yorkdale Place, Suite 600, Toronto, Ontario (Schedule "A-5").



**SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.
(Collectively referred to as SLM)**

Trade names and patents associated with SLM.

Further details regarding SLM's intellectual property will be available in the data room.

SCHEDULE OF SOFTWARE SOLUTIONS

Product Group	Product Name
-End Applications	ESP-LINK TM /VFS – Virtual Financial Solutions
	ESP-LINK TM /POS – Point of Sale/Service Solutions
	ESP-LINK TM /CCS – Comprehensive Card Solutions
	ESP-LINK TM /WMS – Wealth Management Solutions
	ESP-LINK TM /SVS – Stored Value Solutions
	ESP-LINK TM /MCF – Multi-Channel Front-End
eware Software	ESP-LINK TM /FTS – Financial Transaction Solutions
	ESP-LINK TM /NSS – Network Security Solutions
Office Software	ESP-LINK TM /RBS – Retail Banking Solutions
	ESP-LINK TM /HCS – Health Care Solutions

1. The first part of the document is a list of names and their corresponding dates. The names are: John Doe, Jane Smith, and Bob Johnson. The dates are: 1/1/2020, 2/1/2020, and 3/1/2020.

SLM SOFT INC.
Schedule of Accrued Receivables Related to Contracts in Progress
(US \$)

Contract-in-progress	Accrued Amount
Riyad Bank	691,937
Bank of China	38,000
SBD	138,320
ENPO	-
IKID/Parsian Bank	794,000
UAE	209,307
CECP	2,884,642
Total Accrued Receivables	4,756,206

A/R Aged Trial Balance by Document Date (ARTBAL01)

Sort By [Currency Code, Customer Name]
 Account Type [All Customers]
 Age Transactions As Of [11/7/03]
 Cutoff By Doc. Date [11/7/03]

Print Customer Transactions In [Detail by Document Date]
 Contact/Phone/Credit [N]
 Space For Comments [N]
 Include Applied Details [N]

Include Only Customers Over Their Credit Limits [N]
 Print Zero-Balance Customers [N]
 Include Paid Transactions [N]
 Print Amounts In [Customer Currency]

Customer No.	Customer Name/ Ty.	Document No.	Doc. Date	Due Date or Che	Total
ALLT001	ALL TRANS CREDIT UNION LTD.				
	IN	5679	1/31/99	1/31/99	7.75
	IN	0000268	5/27/99	5/27/99	42.80
	IN	00594	10/22/99	10/22/99	2,280.13
	IN	00662	10/27/99	10/27/99	1,273.89
	IN	00799	12/12/99	12/12/99	1,323.96
	IN	00939	1/28/00	1/28/00	1,262.15
	IN	00946	1/28/00	1/28/00	1,240.60
	IN	00963	2/9/00	2/9/00	44.90
	Customer Total (CAD):				7,476.18
ATLA001	ATLAS & CIVIC C.U. LTD.				
	IN	00925	1/27/00	1/27/00	583.87
	IN	01014	2/28/00	2/28/00	1,133.08
	Customer Total (CAD):				1,716.95
AVES001	AVESTEL CREDIT UNION LTD.				
	IN	01089	4/15/00	4/15/00	250,632.25

IN	01232	3/31/01 3/31/01	108,356.76
Customer Total (CAD):			358,989.01

BANQUE DU CAIRE			
IN	IN00000286	1/8/03 1/8/03	2,030.00
Customer Total (CAD):			2,030.00

BROCKVILLE COMMUNITY CR			
IN	00900	1/13/00 1/13/00	111.34
IN	00901	1/13/00 1/13/00	2,447.50
IN	01010	2/23/00 2/23/00	111.34
IN	01045	2/29/00 2/29/00	111.34
Customer Total (CAD):			2,781.52

CENTENNIAL CREDIT UNION			
IN	5267	1/31/99 1/31/99	627.15
IN	5343	1/31/99 1/31/99	627.15
IN	5360	1/31/99 1/31/99	4.33
IN	5558	1/31/99 1/31/99	5.68
IN	5612	1/31/99 1/31/99	101.40
IN	5730	1/31/99 1/31/99	193.35
IN	0000035	2/26/99 2/26/99	2.36
IN	0000280	5/31/99 5/31/99	95.17
IN	0000342	6/7/99 6/7/99	95.17
IN	00505	7/31/99 7/31/99	95.17
IN	00631	10/24/99 10/24/99	95.17
IN	00632	10/24/99 10/24/99	98.07
IN	00663	10/27/99 10/27/99	98.14
IN	00795	12/12/99 12/12/99	90.13
IN	00940	1/27/00 1/27/00	95.17
Customer Total (CAD):			2,324.61

CITIZEN'S CREDIT UNION			
IN	0000283	5/31/99 5/31/99	1,488.43
IN	0000343	6/7/99 6/7/99	127.31
IN	00938	1/27/00 1/27/00	1,136.65
IN	00947	1/28/00 1/28/00	1,200.67
IN	00970	2/9/00 2/9/00	87.01

Customer Total (CAD):

4,040.07

CUCN001

CU-CONNECTION

IN	00769	12/6/99	12/6/99	1,492.66
IN	00919	1/26/00	1/26/00	0.27
IN	IN000000037	9/30/01	9/30/01	21,702.20
IN	IN000000121	1/25/02	1/25/02	11,702.20
IN	IN000000131	2/6/02	2/6/02	11,702.20
IN	IN000000153	3/18/02	3/18/02	9,202.20
CR	CN000000032	3/31/02	3/31/02	-27,516.12
IN	IN000000174	4/15/02	4/15/02	4,616.18
IN	IN000000187	5/10/02	5/10/02	17,116.18
IN	IN000000200	6/10/02	6/10/02	17,116.18
IN	IN000000221	7/11/02	7/11/02	17,116.18

Customer Total (CAD):

84,250.33

FAMI001

FAMILY SAVINGS CREDIT UNION

IN	01020	2/28/00	2/28/00	1,856.13
IN	01088	4/15/00	4/15/00	313,199.00
IN	01085	5/17/00	5/17/00	72,237.84
IN	01273	5/23/01	5/23/01	72,237.84

Customer Total (CAD):

459,530.81

FEDE001

FEDERAL EMPLOYEES C.U. LTD.

IN	00883	1/13/00	1/13/00	739.37
IN	01021	2/28/00	2/28/00	1,002.83

Customer Total (CAD):

1,742.20

GTAS001

GTA SAVINGS & CREDIT UNION

IN	01048	2/29/00	2/29/00	2,122.23
IN	01062	3/17/00	3/17/00	2,778.27

Customer Total (CAD):

4,900.50

ICLE002

ICL EGYPT (CAD\$)

IN	01293.	7/4/01	7/4/01	22,357.95
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Customer Total (CAD):

22,357.95

INST002

INSTA CASH ATMS

IN	00622	10/24/99	10/24/99	2,011.85
IN	00676	10/27/99	10/27/99	17.86
IN	00719	11/1/99	11/1/99	878.13
IN	00839	12/31/99	12/31/99	1,289.04
IN	00859	12/31/99	12/31/99	5,750.60
IN	00923	1/27/00	1/27/00	4,243.90
IN	00980	2/9/00	2/9/00	5.68
IN	01025	2/28/00	2/28/00	1,181.26

Customer Total (CAD):

15,378.32

KAWA001

KAWARTHA CREDIT UNION

IN	00722	11/1/99	11/1/99	572.60
IN	01027	2/29/00	2/29/00	1,391.02

Customer Total (CAD):

1,963.62

TELE001

LA FED DES CAISSES POPULAIRES

CR	CN00000014	10/12/01	10/12/01	-0.01
IN	IN00000351	11/3/03	11/3/03	10,376.77

Customer Total (CAD):

10,376.76

MAPL001

MAPLE LEAF SAVINGS & CR UNION

IN	4962	1/31/99	1/31/99	543.76
IN	0000386	6/24/99	6/24/99	390.07
IN	00521	7/31/99	7/31/99	1,788.18
IN	00653	10/25/99	10/25/99	445.55
IN	01028	2/29/00	2/29/00	408.90

Customer Total (CAD):

3,576.46

MCMA001

MCMaster SAVINGS & CU

IN	0000147	3/31/99	3/31/99	95.17
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Customer Total (CAD):

95.17

MISC001

MISC ACCOUNT

CR	CASH RCT 6/7/0	6/7/00	6/7/00	-128.00
IN	CASH 01	7/5/00	7/5/00	90.00
IN	CASH 02	7/5/00	7/5/00	259.00
CR	CASH01	7/5/00	7/5/00	-90.00
CR	CASH02	7/6/00	7/6/00	-259.00

CR	ADJ. CR TO BAL	3/31/01	3/31/01	-3,681.31
CR	ADJ.BAL. TO G/I	4/30/01	4/30/01	-4,841.78
IN	REV. CR ADJ.	7/31/01	7/31/01	3,681.31
IN	TO REV. CR AD.	7/31/01	7/31/01	4,841.78

Customer Total (CAD): -128.00

MOHAMMED M.AL RUMAIH EST.	
IN	IN00000277
	12/20/02
	12/20/02
	2,389.00

Customer Total (CAD): 2,389.00

NORTHERN C U	
IN	01042
	2/29/00
	2/29/00
	500.00

Customer Total (CAD): 500.00

PACE SAVINGS	
IN	00877
	1/13/00
	1/13/00
	3,169.93
IN	00987
	2/9/00
	2/9/00
	103.16
IN	01033
	2/29/00
	2/29/00
	1,252.33

Customer Total (CAD): 4,525.42

RAQMİYAT (FORMERLY AL GHURAIR	
IN	IN00000302
	2/21/03
	2/21/03
	86.13

Customer Total (CAD): 86.13

STELCO FINISHING WORKS CU LTD.	
IN	0000254
	5/11/99
	5/11/99
	2,517.49
IN	00897
	1/13/00
	1/13/00
	472.04
IN	01007
	2/10/00
	2/10/00
	391.63

Customer Total (CAD): 3,381.16

SUPERIOR CREDIT UNION	
IN	01038
	2/29/00
	2/29/00
	1,022.19

Customer Total (CAD): 1,022.19

THUNDER BAY COMMUNITY C.U. LTD	
IN	00993
	2/9/00
	2/9/00
	439.76

Customer Total (CAD): 439.76

TWIN001 TWIN OAKS CREDIT UNION IN 0000257 5/19/99 5/19/99 100.45

Customer Total (CAD): 100.45

UKRA002 UKRAINIAN CREDIT UNION IN 01013 2/23/00 2/23/00 387.89
IN 01040 2/29/00 2/29/00 390.07
IN 01060 3/17/00 3/17/00 391.63

Customer Total (CAD): 1,169.59

WATE001 WATERLOO REGIONAL CREDIT UNION IN 00924 1/27/00 1/27/00 413.59
IN 00999 2/9/00 2/9/00 114.03
IN 01043 2/29/00 2/29/00 412.02

Customer Total (CAD): 939.64

EC-ALL01 ALLIANCE BANK IN 01161 11/28/00 12/28/00 8,184.40
IN 01176 12/22/00 1/21/01 808.15
IN 01177 12/22/00 1/21/01 1,074.52
IN 01178 12/22/00 1/21/01 748.64
IN 01179 12/22/00 1/21/01 1,578.66
IN 01191 1/18/01 2/17/01 1,172.73
IN 01211 2/15/01 3/17/01 1,089.68
CR CASH RCT 2739 3/6/01 3/6/01 -9,072.15

Customer Total (USD): 5,584.63

BANCA01 BANQUE DU CAIRE IN IN00000255 10/22/02 10/22/02 6,500.00
IN IN00000319 5/20/03 5/20/03 12,500.00
IN IN00000335 8/5/03 8/5/03 12,500.00

Customer Total (USD): 31,500.00

CECP001 CAISSE D'EPARGNE ET DES CHEQUE IN IN00000025 8/27/01 8/27/01 207,000.00

IN	IN00000035	9/30/01 9/30/01	61,409.00
IN	IN00000036	9/30/01 9/30/01	1,187,500.00
IN	IN00000069	10/31/01 10/31/01	198,000.00
IN	IN00000070	10/31/01 10/31/01	2,400,000.00
IN	IN00000112	12/31/01 12/31/01	28,045.00
IN	IN00000113	12/31/01 12/31/01	9,127.00
UC	UC000000011	8/12/02	-2,000,000.00
UC	UC000000013	1/7/03	-340,000.00
UC	UC000000014	2/5/03	-169,980.00
UC	UC000000015	3/28/03	-169,946.60
UC	UC000000017	3/31/03	-160,860.00
Customer Total (USD):			<u>1,250,294.40</u>

CO-OPERATIVE CENTRAL BANK LTD.			
UC	UC000000005	11/13/01	-4,143.56
IN	IN00000322	6/5/03 7/5/03	37,500.00
Customer Total (USD):			<u>33,356.44</u>

GBM - HONDURAS			
IN	5067	1/31/99 3/2/99	2,342.64
IN	5145	1/31/99 3/2/99	1,611.47
IN	5246	1/31/99 3/2/99	1,170.22
Customer Total (USD):			<u>5,124.33</u>

HONG YUAN NEW CENTURY			
IN	IN00000075	11/20/01 11/20/01	7,031.18
Customer Total (USD):			<u>7,031.18</u>

ICLU001			
ICLU001			
IN	4181	1/31/99 3/2/99	2,080.00
IN	4368	1/31/99 3/2/99	2,080.00
Customer Total (USD):			<u>4,160.00</u>

KAW VALLEY STATE BANK & TRUST			
IN	01188	1/18/01 2/17/01	3,255.00
Customer Total (USD):			<u>3,255.00</u>

CO-O001

GBM 002

HYNC001

ICLU001

EC-KAW01

MISC002

MISC ACCOUNT-USD\$			
CR	CASH01	7/5/00 7/5/00	-90.00
CR	CASH02	7/5/00 7/5/00	-259.00
IN	ADJ AR BAL	3/31/01 4/30/01	730.37
IN	ADJ3	3/31/01 4/30/01	100,000.00
CR	ADJ4	3/31/01 3/31/01	-100,000.00
IN	ADJ BAL TO G/I	4/30/01 5/30/01	3,405.56
CR	ADJ EXCH.DIFF	4/30/01 4/30/01	-100,000.00
IN	ADJ EXCH.DIFF	4/30/01 5/30/01	100,000.00
CR	ADJ EXCH. DIF.	4/30/01 4/30/01	-100,000.00
IN	ADJ EXCH. DIF	4/30/01 5/30/01	100,000.00
CR	REV. IN ADJ. AR	7/31/01 7/31/01	-730.37
CR	REV. IN ADJ1	7/31/01 7/31/01	-100,000.00
IN	REV.CR ADJ 4	7/31/01 7/31/01	100,000.00
IN	REV.CR ADJ.EX	7/31/01 7/31/01	100,000.00
CR	REV.IN ADJ.BAL	7/31/01 7/31/01	-3,405.56
CR	REV.INV.ADJ.EX	7/31/01 7/31/01	-100,000.00
Customer Total (USD):			-349.00

MDS002

MOHAMMED M. AL RUMAIH EST.			
UC	UC000000010	5/29/02	-1,888.16
IN	IN00000253	10/10/02 10/10/02	20,191.68
Customer Total (USD):			18,303.52

EC-MOM01

MOMENTUM CAPITAL CORPORATION			
IN	01257	5/15/01 5/15/01	15,000.00
IN	01258	5/15/01 5/15/01	15,000.00
IN	01259	5/15/01 5/15/01	15,000.00
IN	01260	5/15/01 5/15/01	15,000.00
IN	01261	5/15/01 5/15/01	15,000.00
IN	01262	5/15/01 5/15/01	15,000.00
IN	01263	5/15/01 5/15/01	15,000.00
IN	IN00000028	9/10/01 9/10/01	15,000.00
IN	IN00000048	9/30/01 9/30/01	15,000.00
IN	IN00000051	9/30/01 9/30/01	15,000.00
IN	IN00000053	9/30/01 9/30/01	15,000.00
IN	IN00000091	11/30/01 11/30/01	15,000.00
IN	IN00000093	11/30/01 11/30/01	15,000.00
IN	IN00000096	12/5/01 12/5/01	15,000.00
IN	IN00000116	1/19/02 1/19/02	15,000.00
IN	IN00000140	2/15/02 2/15/02	15,000.00

IN	IN00000162	3/20/02	3/20/02	24.80
IN	IN00000163	3/20/02	3/20/02	15,000.00
Customer Total (USD):				255,024.80

NATI002 NATIONAL INFORMATICS CORP.

IN	4710	1/31/99	3/2/99	160,000.00
IN	5270	1/31/99	3/2/99	800,000.00
IN	5271	1/31/99	3/2/99	160,000.00
IN	00568	10/6/99	11/5/99	4,965.54
Customer Total (USD):				1,124,965.54

EC-NEW01 NEW MILLENNIUM BANK

IN	01155	11/23/00	12/23/00	2,559.42
IN	01156	11/27/00	12/27/00	6,483.77
IN	01157	11/27/00	12/27/00	2,081.51
IN	01158	11/27/00	12/27/00	2,174.21
IN	01159	11/27/00	12/27/00	3,022.61
IN	01190	1/18/01	2/17/01	861.00
UC	UC000000002	6/28/01		-16,321.52
Customer Total (USD):				861.00

EC-PGB01 PACIFIC GLOBAL BANK

IN	01184	12/31/00	1/30/01	10.00
IN	CRM0000159 OF	1/23/01	2/22/01	10.00
Customer Total (USD):				20.00

PETR002 PETROCARD LTD.

IN	IN00000203	6/10/02	6/10/02	735.78
IN	IN00000250	9/25/02	10/25/02	735.78
CR	CN000000056	10/11/02	10/11/02	-1,471.56
IN	IN000000341	9/4/03	10/4/03	10,355.43
Customer Total (USD):				10,355.43

PROM002 PROMOBANK S.A.

IN	01272	5/30/01	5/30/01	2,750.00
IN	IN000000331	7/2/03	8/1/03	3,025.00
IN	IN000000334	8/5/03	9/4/03	3,025.00
IN	IN000000340	9/2/03	10/2/03	1,512.50

IN	IN00000343	10/2/03	11/1/03	1,512.50
IN	IN00000352	11/3/03	12/3/03	1,512.50
Customer Total (USD):				13,337.50

AGEC001 RAQMIYAT (FORMERLY AL-GHURAIR)

IN	IN00000246	9/17/02	9/17/02	5,219.20
IN	IN00000264	11/19/02	11/19/02	1,669.90
IN	IN00000303	2/21/03	2/21/03	1,350.00
IN	IN00000315	5/1/03	5/1/03	229,856.00
Customer Total (USD):				238,095.10

SBMB001 SBM IT SERVICES LTD.

IN	4620	1/31/99	3/2/99	10,945.00
IN	4653	1/31/99	3/2/99	266.40
CR	CR000000000000	1/31/99	1/31/99	-1,733.40
Customer Total (USD):				9,478.00

SLMP0203 SLMFOFT.COM PERU S.A.C.

IN	01131	9/28/00	10/28/00	7,800.00
IN	01137	10/28/00	11/27/00	7,800.00
IN	01143	11/10/00	12/10/00	15,000.00
IN	01144	11/10/00	12/10/00	15,000.00
IN	01145	11/10/00	12/10/00	15,000.00
IN	01147	11/28/00	12/28/00	7,800.00
IN	01167	12/28/00	1/27/01	7,800.00
IN	01200	1/28/01	2/27/01	7,800.00
IN	01225	2/28/01	3/30/01	7,800.00
Customer Total (USD):				91,800.00

INTER223 THE INTERCEPT GROUP

IN	01276	5/29/01	5/29/01	81,600.00
UC	UC0000000001	6/20/01		-9,377.47
IN	01295	7/9/01	7/9/01	22,415.38
IN	01296	7/9/01	7/9/01	17,331.08
IN	01297	7/9/01	7/9/01	24,492.81
IN	01298	7/9/01	7/9/01	42,848.83
IN	IN000000012	7/31/01	7/31/01	27,978.28
IN	IN000000017	8/20/01	8/20/01	20,084.40
IN	IN000000026	9/10/01	9/10/01	21,842.05

IN	IN00000046	9/30/01	9/30/01	27,486.28
IN	IN00000066	10/31/01	10/31/01	23,553.84
IN	IN00000089	11/30/01	11/30/01	20,592.00
IN	IN00000103	12/14/01	12/14/01	24,995.59
IN	IN00000114	1/19/02	1/19/02	17,804.26
IN	IN00000138	2/15/02	2/15/02	16,734.63
UC	UC000000007	2/20/02	2/20/02	-96,382.94
IN	IN00000164	3/20/02	3/20/02	16,777.64
IN	IN00000182	4/26/02	4/26/02	17,997.11
IN	IN00000195	5/29/02	5/29/02	20,146.20
IN	IN00000220	6/28/02	6/28/02	17,130.86
IN	IN00000228	7/31/02	7/31/02	17,300.17
Customer Total (USD):				373,351.00

EC-TRI01

TRI CENTURY BANK				
IN	01169	12/21/00	1/20/01	386.68
IN	01192	1/18/01	2/17/01	582.84
IN	01214	2/15/01	3/17/01	801.54
IN	01244	5/11/01	5/11/01	843.88
IN	01245	5/11/01	6/10/01	737.54
IN	01246	5/11/01	6/10/01	957.18
IN	01280	5/31/01	5/31/01	763.96
IN	IN00000011	7/31/01	7/31/01	412.98
IN	IN00000015	8/20/01	8/20/01	713.44
IN	IN00000027	9/10/01	9/10/01	545.99
IN	IN00000047	9/30/01	9/30/01	601.63
IN	IN00000067	10/31/01	10/31/01	546.87
IN	IN00000094	11/30/01	11/30/01	1,086.04
IN	IN00000104	12/17/01	12/17/01	815.98
IN	IN00000115	1/19/02	1/19/02	1,816.52
IN	IN00000142	2/15/02	2/15/02	678.98
IN	IN00000161	3/20/02	3/20/02	1,589.99
IN	IN00000183	4/26/02	4/26/02	1,551.97
IN	IN00000194	5/29/02	5/29/02	2,166.60
IN	IN00000219	6/28/02	6/28/02	953.91
IN	IN00000229	7/31/02	7/31/02	1,465.05
Customer Total (USD):				20,019.57

EC-WOO01

WOODFOREST NATIONAL BANK				
IN	01186	12/31/00	1/30/01	15,000.00
IN	01217	2/15/01	3/17/01	15,000.00

IN	01218	2/15/01	3/17/01	15,000.00
IN	01247	5/11/01	6/10/01	18,644.76

Customer Total (USD): 63,644.76

Report Total: CAD 997,955.80
USD 3,559,213.20

CR: Credit Note	DB: Debit Note	IN: Invoice	IT: Interest Charge	PI: Prepayment	UC: Unapplied Cash
AD: Adjustment	CF: Applied Credit (from)	CT: Applied Credit (to)	DF: Applied Debit (from)	DT: Applied Debit (to)	ED: Earned Discount Taken
GL: Gain or Loss (multicurrency ledgers)		PY: Receipt	WO: Write-Off		

50 customers printed

A/R Aged Trial Balance by Document Date (ARTBAL01)

Sort By [Currency Code, Customer Name]
 Account Type [All Customers]
 Age Transactions As Of [11/7/03]
 Cutoff By Doc. Date [11/7/03]

Print Customer Transactions In [Detail by Document Date]
 Contact/Phone/Credit [N]
 Space For Comments [N]
 Include Applied Details [N]

Include Only Customers Over Their Credit Limits [N]
 Print Zero-Balance Customers [N]
 Include Paid Transactions [N]
 Print Amounts In [Customer Currency]

Customer No.	Customer Name/ Ty.	Document No.	Doc. Date	Due Date or Che	Total
ALTA001	ALTARA SECURITIES				
	IN	00115	4/10/00	4/10/00	1,792.25
	IN	00129	6/20/00	6/20/00	1,738.75
	IN	00130	6/20/00	6/20/00	1,738.75
	IN	00136	6/30/00	6/30/00	1,738.75
	IN	00145	8/18/00	8/18/00	1,738.75
	IN	00146	9/8/00	9/8/00	1,738.75
	IN	00152	10/25/00	10/25/00	1,738.75
	IN	00158	11/17/00	11/17/00	1,738.75
	IN	00162	12/22/00	12/22/00	1,738.75
	IN	00170	1/22/01	1/22/01	1,738.75
	IN	00176	2/22/01	2/22/01	1,738.75
	IN	00185	3/22/01	3/22/01	1,738.75
	IN	00186	4/20/01	4/20/01	1,738.75
	IN	00191	5/23/01	5/23/01	1,738.75
	IN	00196	6/30/01	6/30/01	1,738.75
	IN	00200	7/31/01	7/31/01	1,738.75
	IN	IN00000006	8/31/01	8/31/01	1,738.75
	IN	IN000000013	9/21/01	9/21/01	1,738.75
	IN	IN000000018	10/24/01	10/24/01	1,738.75

COCK001	IN	IN00000024	11/22/01	11/22/01	1,738.75	
	IN	IN00000028	12/28/01	12/28/01	1,738.75	
	IN	IN00000034	1/23/02	1/23/02	1,738.75	
	IN	IN00000037	2/6/02	2/6/02	1,738.75	
	IN	IN00000043	3/8/02	3/8/02	1,738.75	
	IN	IN00000047	4/15/02	4/15/02	1,738.75	
	IN	IN00000053	5/10/02	5/10/02	1,738.75	
	Customer Total (CAD):				45,261.00	
	COCKFIELD PORRETTI CUNNINGHAM					
	IN	00122	5/31/00	5/31/00	0.01	
	IN	IN00000001	8/31/01	8/31/01	2,708.44	
	Customer Total (CAD):				2,708.45	
DAV/002	DAVID LEWIS					
	UC	UC000000002	12/20/02		-535.00	
	Customer Total (CAD):				-535.00	
YORK001	YORKTON SECURITIES					
	IN	00076	9/1/99	9/1/99	1,070.00	
	Customer Total (CAD):				1,070.00	
AXIO001	AXIOM INVESTMENT MGMT LTD					
	IN	3768-A	1/31/99	1/31/99	4,650.00	
	IN	00133	6/23/00	6/23/00	5,025.00	
	Customer Total (USD):				9,675.00	
	Report Total:		CAD		48,504.45	
			USD		9,675.00	

CR: Credit Note DB: Debit Note IN: Invoice IT: Interest Charge PI: Prepayment UC: Unapplied Cash

AD: Adjustment CF: Applied Credit (from) CT: Applied Credit (to) DF: Applied Debit (from) DT: Applied Debit (to) ED: Earned Discount Taken

GL: Gain or Loss (multicurrency ledgers) PY: Receipt WO: Write-Off

A/R Aged Trial Balance by Document Date (ARTBAL01)

Sort By [Currency Code, Customer Name]
Account Type [All Customers]
Age Transactions As Of [11/7/03]
Cutoff By Doc. Date [11/7/03]

Print Customer Transactions In [Detail by Document Date]
Contact/Phone/Credit [N]
Space For Comments [N]
Include Applied Details [N]

Include Only Customers Over Their Credit Limits [N]
Print Zero-Balance Customers [N]
Include Paid Transactions [N]
Print Amounts In [Customer Currency]

Customer No.	Customer Name/ Ty.	Document No.	Doc. Date	Due Date or Che	Total
CLEAR001	CLEARPAY				
	IN	IN00000005	11/14/01	11/14/01	18,540.60
Customer Total (USD):					18,540.60
Report Total:					USD 18,540.60

CR: Credit Note DB: Debit Note IN: Invoice IT: Interest Charge PI: Prepayment UC: Unapplied Cash
AD: Adjustment CF: Applied Credit (from) CT: Applied Credit (to) DF: Applied Debit (from) DT: Applied Debit (to) ED: Earned Discount Taken
GL: Gain or Loss (multicurrency ledgers) PY: Receipt WO: Write-Off

A/R Aged Trial Balance by Due Date (ARTBAL01)

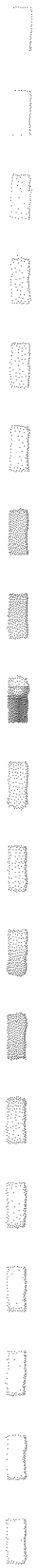
Sort By [Currency Code, Customer Name]
 Account Type [All Customers]
 Age Transactions As Of [11/7/03]
 Cutoff By Doc. Date [11/7/03]

Print Customer Transactions In [Detail by Document Date]
 Contact/Phone/Credit [N]
 Space For Comments [N]
 Include Applied Details [N]

Include Only Customers Over Their Credit Limits [N]
 Print Zero-Balance Customers [N]
 Include Paid Transactions [N]
 Print Amounts In [Customer Currency]

Customer No.	Customer Name/ Ty.	Document No.	Doc. Date	Due Date or Che	Total
ESSES001	ESSENTIALLY YOURS				
	IN	IN00000162	8/27/03	8/27/03	1,712.00
		Customer Total (CAD):			<u>1,712.00</u>
FINA001	FINANCIAL MODELS COMPANY IN				
	CR	CRM0000262	9/28/00	9/28/00	-12,199.20
	IN	00857	7/31/01	7/31/01	10,674.30
		Customer Total (CAD):			<u>-1,524.90</u>
ONTA001	ONTARIO POWER GENERATION INC.				
	IN	IN00000170	10/29/03	10/29/03	2,140.00
		Customer Total (CAD):			<u>2,140.00</u>
PRIV001	PRIVY COUNCIL				
	IN	IN00000163	8/29/03	8/29/03	1,284.00
		Customer Total (CAD):			<u>1,284.00</u>

PWG000023	PWGSC NETWORK & COMPUTER SER	IN	INVOICE00656	5/19/00	5/19/00	3,929.04	
	CR	2752-00742432-1	5/7/01	5/7/01		-5.03	
		Customer Total (CAD):				3,924.01	
PWG0002	PWGSC/GTIS (ERIC DESPRES)	IN	1362	2/17/99	2/17/99	3,929.04	
		Customer Total (CAD):				3,929.04	
NETW001	THE NETWORK CENTER	IN	1234	1/31/99	1/31/99	2,233.12	
	CR	17-1	1/31/99	1/31/99		-26.94	
	CR	3-1	1/31/99	1/31/99		-11,650.70	
	IN	703	1/31/99	1/31/99		27,818.45	
		Customer Total (CAD):				18,373.93	
UNIV001	UNIVERSITY OF WINDSOR	IN	IN00000168	10/8/03	10/8/03	4,574.70	
		Customer Total (CAD):				4,574.70	
VIAR001	VIA RAIL	IN	IN00000158	8/6/03	8/6/03	1,605.00	
		Customer Total (CAD):				1,605.00	
MACN001	MACNICA INC.	IN	IN00000169	10/14/03	10/14/03	1,560.00	
		Customer Total (USD):				1,560.00	
	Report Total:	CAD				36,017.78	
		USD				1,560.00	
CR: Credit Note	DB: Debit Note	IN: Invoice	IT: Interest Charge	PI: Prepayment	UC: Unapplied Cash		
AD: Adjustment	CF: Applied Credit (from)	CT: Applied Credit (to)	DF: Applied Debit (from)	DT: Applied Debit (to)	ED: Earned Discount Taken		
GL: Gain or Loss (multicurrency ledgers)	PY: Receipt	WO: Write-Off					



10 customers printed

Sort By	[Currency Code, Customer Name]
Account Type	[All Customers]
Age Transactions As Of	[11/7/03]
Cutoff By Doc. Date	[11/7/03]

Print Customer Transactions In	[Detail by Document Date]
Contact/Phone/Credit	[N]
Space For Comments	[N]
Include Applied Details	[N]

Include Only Customers Over Their Credit Limits	[N]
Print Zero-Balance Customers	[N]
Include Paid Transactions	[N]
Print Amounts In	[Customer Currency]

Customer No.	Customer Name/ Ty.	Document No.	Doc. Date	Due Date or Che	Total
CAMP001	CAMPBELL'S EMPLS(TORONTO) C.U.				
	CR	CN00000001	9/21/01	9/21/01	-0.01
		Customer Total (CAD):			-0.01
CUCN001	CU-CONNECTION				
	IN	IN00000015	9/30/01	9/30/01	749.00
	IN	IN00000045	1/22/02	1/22/02	749.00
	IN	IN00000050	2/6/02	2/6/02	749.00
	IN	IN00000053	3/18/02	3/18/02	749.00
	IN	IN00000057	4/15/02	4/15/02	749.00
	CR	CN00000021	4/17/02	4/17/02	-0.01
	IN	IN00000059	5/10/02	5/10/02	749.00
	IN	IN00000065	6/10/02	6/10/02	749.00
	IN	IN00000072	7/11/02	7/11/02	749.00
		Customer Total (CAD):			5,991.99
FEDE001	FEDERAL EMPLOYEES C.U. LTD				
	CR	CASH RCT 0117	1/3/01	1/3/01	-806.66

CR	CASH RCT 0178	2/5/01 2/5/01	-1,261.00
Customer Total (CAD):			-2,067.66

ST. THOMAS PROVINCIAL CIVIL			
CR	CN00000009	10/31/01 10/31/01	-693.34
IN	IN00000089	10/3/02 10/3/02	693.38

Customer Total (CAD):			0.04
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SUDBURY REGIONAL CR UNION LTD			
IN	4344	1/31/99 1/31/99	59,786.25
IN	0000081	6/11/99 6/11/99	0.01
CR	CN00000027	9/26/02 9/26/02	-59,786.25

Customer Total (CAD):			0.01
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TRIMARK TRUST			
IN	0000007	1/31/99 1/31/99	642.00
IN	4138	1/31/99 1/31/99	14,183.92
IN	4331	1/31/99 1/31/99	14,183.92
IN	4332	1/31/99 1/31/99	18,108.60
IN	C/N 8	1/31/99 1/31/99	21,975.00

Customer Total (CAD):			69,093.44
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TWIN OAKS CREDIT UNION			
IN	0000105	6/2/99 6/2/99	100.45
IN	00250	8/16/00 8/16/00	0.02
CR	CASH RC 00243	9/6/00 9/6/00	-6.00

Customer Total (CAD):			94.47
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Report Total:	CAD	73,112.28
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CR: Credit Note	DB: Debit Note	IN: Invoice	IT: Interest Charge	PI: Prepayment	UC: Unapplied Cash
AD: Adjustment	CF: Applied Credit (from)	CT: Applied Credit (to)	DF: Applied Debit (from)	DT: Applied Debit (to)	ED: Earned Discount Taken
GL: Gain or Loss (multicurrency ledgers)		PY: Receipt	WO: Write-Off		

A/R Aged Trial Balance by Document Date (ARTBAL01)

Sort By [Currency Code, Customer Name]
 Account Type [All Customers]
 Age Transactions As Of [11/7/03]
 Cutoff By Doc. Date [11/7/03]
 Print Customer Transactions In [Detail by Document Date]
 Contact/Phone/Credit [N]
 Space For Comments [N]
 Include Applied Details [N]
 Include Only Customers Over Their Credit Limits [N]
 Print Zero-Balance Customers [N]
 Include Paid Transactions [N]
 Print Amounts In [Customer Currency]

Customer No.	Customer Name/ Ty.	Document No.	Doc. Date	Due Date or Che	Total
LIBE002	LIBERTY HEALTH				
	IN	2369	1/1/99	1/1/99	128,400.00
	IN	2384	1/1/99	1/1/99	5,403.50
	IN	2385	1/1/99	1/1/99	1,658.50
	IN	2386	1/1/99	1/1/99	11,689.75
	IN	2387	1/1/99	1/1/99	26,883.75
	IN	2388	1/1/99	1/1/99	749.00
	IN	2397	1/1/99	1/1/99	10.14
	IN	2408	1/1/99	1/1/99	1,070.00
	IN	2409	1/1/99	1/1/99	54,489.75
	IN	2412	1/1/99	1/1/99	5,617.50
	IN	2413	1/1/99	1/1/99	26,750.00
	IN	2410	1/31/99	1/31/99	214.00
	IN	2411	1/31/99	1/31/99	10,191.75
Customer Total (CAD):					273,127.64

ONTA001 ONTARIO DENTAL ASSOCIATION 10/31/99 10/31/99 13,500.00
 IN 00033

Customer Total (CAD):

13,500.00

Report Total: CAD

286,627.64

CR: Credit Note DB: Debit Note IN: Invoice IT: Interest Charge PL: Prepayment UC: Unapplied Cash
AD: Adjustment CF: Applied Credit (from) CT: Applied Credit (to) DF: Applied Debit (from) DT: Applied Debit (to) ED: Earned Discount Taken
GL: Gain or Loss (multicurrency ledgers) PY: Receipt WO: Write-Off

2 customers printed

**SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.
(Collectively referred to as SLM)**

List of contracts:

Contracts In Progress:

- ENPO (the Egyptian Post Office)
- IKID (Iran Khodro Industries Development Company) - known as Parsian Bank (in Iran)
- UAE Central Bank
- Caisse d'Epargne et des Cheques Postaux (CECP)
- National Bank of Oman
- Raya Integration
- Banque du Caire

Other Contracts:

- Mashreq psc
- Schenzhen Development Bank (SDB) - in China
- El Nilein Bank
- Petrocard Ltd. (also known as Petrovsky Bank) - in Russia
- Bank of Cyprus
- Hatton National Bank
- Oman Insurance Company
- Central Co-operative Bank
- Banque de Promotion Commerciale et Industriale S.A.
- Caisse Populaire
- Bank of China
- Co-operative Bank of Cyprus
- Promo Bank
- Credit Union of British Columbia
- Ontario Dental Association (this is apparently up for renewal)

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**SLMSOFT INC., SLM NETWORKS CORPORATION,
SLM TECHNOLOGIES INC., GSA CONSULTING GROUP INC. AND
FMR SYSTEMS INC.**

(Collectively referred to as SLM)

EQUIPMENT LISTING

DESCRIPTION	QUANTITIES
Computers	
Acer Pentium	1
Pentium	2
Intel Pentium III	1
Pentium II	1
Pentium II;	1
Pentium PC	1
Pentium IV	1
Pentium II	1
Pentium II	1
Pentium II 450	1
Pentium II	1
Pentium	1
Pentium IV	1
Pentium II;	1
PII 233MB	3
Compaq Pressario 300	1
Pentium II deskpro	1
Pentium II	2
Pentium II	1
Pentium II	1
Pentium MMX	1
Pentium II	6
Pentium II Dual Processor	1
Pentium IV	1
Pentium III	1
Pentium II	2
Pentium II	3
Pentium IV	1
Pentium II Dual Processor	2
Pentium III	1
Pentium	1
Pentium III Dual	2
Pentium II Dual	2
Pentium II Towers	5

Pentium II	2
Pentium MMX	3
Pentium III Dual	1
Pentium II Dual	1
Pentium	20
Pentium II	5
Compaq Proline MT4/50	1
compaq deskpro	5
Pentium III	1

Pentium II	4
Pentium	5
PC	17

Monitor

AcerView 76E (17")	1
AcerView 76E (17")	1
Viewsonic E771 (17")	1
Sony CPD-G400 (19")	1
Samsung Syncmaster 700S (17")	1
Viewsonic E771 (17")	2
Samsung Syncmaster 700S (17")	1
IBM G70 (17")	1
Samsung Syncmaster 700S (17")	1
Samsung Syncmaster 700S (17");	1
Sun Microsystems (21")	1
MagXJ810 (19")	1
Viewsonic 15GS (15")	1
Samsung 7E (17");	1
Samsung 700S (17")	1
Samsung monitors 700s	2
Samsung 17GLi	1
Samsung 7c	1
Samsung 750s	1
Viewsonic E771 (17")	1
Compaq (17")	1
Viewsonic E771	1
Samsung 700S	1
Samsung	1
Samsung 7E (17");	1
Samsung 700S (17")	1
Samsung 700S, ,	4
Viewsonic E771	2

Mag 19"	2
Samsung 700S (17")	1
Samsung 700s	1
Samsung 7e and Samsung 750	2
Viewsonic E771	1
Samsung 700S (17")	1
Sony Multiscan 200sx	1
Trinton 15xx	1
Compac	1
Samsung 700s	1
Samsung 750s	2
Acers 78ie	1
Acre 54e	1
Viewsonic 154A	1
Sun Monitor	1
Samsung 750S	1
Viewsonic	17
Nec	4
Acer	5
Sony	5
Daewood	2
Samsung	2
Mag	3
Viewsonic	1
Samsung 700s	2
Acer	1
Phillips 109/B	1
Mag	1
Terminal	5
viewsonic	3
Samsung 700s	3
Nec	1
Printer	
HP LaserJet 6P	1
HP LaserJet4000N network printer	1
HP Laserjet 5MP	1
Lexmark Optra R+ laser	1
HP Laserjet network printer	1
HP Laserjet 5P	1
HP Laserjet 4000N	1
HP Laserjet 4000N (two)	2
Laserjet	1
Laser 5MP	1

Laserjet 5N	1
Laserjet 4000N	1
Laserjet 4L	1
Laserjet 4Plus	1
Laserjet 4000N	1
DP6	2
DP4	1

Laptop

Toshiba Tecra 8000	1
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ATM	3
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Projector	1
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Other

Shredder (Fellows), Iomega 250 parallel port zip drive; YS-320 External speakers	
Keyboard; Mouse	
Keyboard; Mouse	
Keyboards (x2), Mouse (x2); YS-320 External speakers; Accura 28.8 external modem	
Keyboard, mouse	
Yamaha CDR400 writer; YS320 speakers	
Microsoft keyboard, mouse; 3COM 16 port, 10/100 BT hub	
Intel Express 10/100 Stackable hub; keyboard, mouse, 1x CISCO router 2600	
Keyboard, mouse; 1x CISCO 2600 router	
HP Scanjet C6270A Scanner; 3COM 16 port 10/100 BT Hub	
2 ACCPAC servers	
Cisco routers 2500x6	
Cisco routers 1000x1	
Cisco routers 1005,Prelude,Paragain,Lucent fiber ,	
4xSMC tigerhub T12,3x Tigerstack 3326TC ,5x 3comhub superstackerII,2x intel Express 5500T routing switch,1 x cisco 2500 router,2 x ups 1400,2 x surestore DAT40x6,1 x pix firewall	
2 x Smart -Ups,1 x ATX Lan Switch,6 x SMC 3314T,! X smc Elite 3512P	
Mux2000 Gandaff	
Sun Monitors x3	
DP6	2
DP4	1
Sparc5station	1
Sparc5station	2
sunultra10	1
Sparc5Stations	14
Ultra1 Creator	3
Sparcstations	12

Furniture

Fully furnished cubicles	24
Fully furnished boardrooms	4
Fully furnished offices	18
Reception station	1

THIS AGREEMENT made the 22nd day of June, 1998.

BETWEEN:

YORKDALE SHOPPING CENTRE HOLDINGS INC.
(hereinafter called "Landlord")

OF THE FIRST PART;

- and -

FMR SYSTEM INC.
(hereinafter called "Tenant")

OF THE SECOND PART.

WHEREAS by a lease dated December 4, 1995 (the "Lease"), Landlord, leased to Tenant, operating as FMR Systems Inc., for and during a term of ten (10) years (the "Term") commencing on June 1, 1996 and expiring on May 31, 2006, certain premises (the "Premises") designated as Suite No. 600 and comprising an area of approximately 12,000 square feet, located in One Yorkdale Place (the "Development") in the City of Toronto, in the Province of Ontario;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto covenant and agree with each other as follows:

1. Except as otherwise expressly provided in this Agreement the terms used herein shall have the meanings attributed to them in the Lease.

2. The Lease is amended as follows:

Section 17.2

Section 17.2 is deleted in its entirety.

3. Except as herein amended the terms and conditions of the Lease and any amendments thereto shall continue in full force and effect and the Lease (and any amendments thereto) as extended and amended herein is hereby ratified and affirmed by each of Landlord and Tenant.

4. Time, in all respects, shall be of the essence hereof.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

YORKDALE SHOPPING CENTRE HOLDINGS
INC., by its Agent and Manager
20 VIC MANAGEMENT INC.

Per: Randy Schaefer
Title: Authorized Signing Officer

Per: Debbie Dewar c/s
Title: Authorized Signing Officer

FMR SYSTEMS INC.

Per: D. Minion
Title: EVP, A.S.U. c/s

Per: _____
Title: _____

OFFICE LEASE

YORKDALE SHOPPING CENTRE HOLDINGS INC.
by its Agent and Manager,
20 VIC MANAGEMENT INC.

(Landlord)

and

FMR SYSTEMS INC.

(Tenant)

DATED as of the 4th day of December, 1995.

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SCHEDULE "A"	LEGAL DESCRIPTION
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SCHEDULE "B"	PREMISES FLOOR PLAN
SCHEDULE "B1"	MALL LEVEL PLAN
SCHEDULE "C"	LANDLORD'S AND TENANT'S IMPROVEMENTS
SCHEDULE "D"	RULES AND REGULATIONS
SCHEDULE "E"	LEASE AMENDMENT RIDER

THIS LEASE is made as of the 20th day of February, 1994

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT between the Landlord, Tenant and Intermediate, if any, listed below.

ARTICLE I - FUNDAMENTAL PROVISIONS

1.1 Landlord:

YORKDALE SHOPPING CENTRE HOLDINGS INC. by its Agent and Manager, 30 VIC MANAGEMENT INC., a company incorporated under the laws of the Province of Ontario and having a mailing address for the purposes of this Lease at 20 Victoria Street, Suite 900, Toronto, Ontario M5C 2N8.

1.2 Tenant:

1.3 Office Building:

1 Yorkdale Place, North York, Ontario and situate upon the lands described in Schedule "A" of this Lease, and constructed with the base building standards set forth on Schedule "C" annexed hereto.

1.4 Premises:

(Section 2.1)

The space outlined in red on Schedule "B" of this Lease, located on the 2nd floor of the Office Building and having a Rentable Area of _____ square feet (a Usable Area of _____ square feet).

1.5 Term:

(Section 3.1)

_____ years having a Term Commencement Date of _____ and ending:

1.6 Basic Rent:

(Section 4.2)

\$ _____ per annum, computed at the annual rate of \$ _____ per square foot of Rentable Area, and payable monthly in advance in the amount of \$ _____ per month commencing _____ Rent Commencement Date.

1.7 Additional Rents:

The following additional payments are payable as of and from the Commencement Date:

Rent

(a) Realty Taxes for Premises

(Section 4.4)

(b) Proportionate Share of Operating Costs

(Section 4.5)

(c) Utilities for Premises

(Section 4.6)

(d) Additional Services, if any

(Section 4.7)

1.8 Deposit:

The Landlord acknowledges that the Tenant has deposited \$ _____ with the Landlord to be applied as provided in Section 4.3 hereof.

1.9 Rent Commencement Date:

(Section 4.1)

1.10 Special Provisions:

1.11 Fundamental Provisions:

Each reference in this Lease to any of the Fundamental Provisions listed above shall be read as having the same dates, quantities and other meanings as specified in this Article I.

ARTICLE II - PREMISES

2.1 Lease: In consideration of the Rent to be paid, the Landlord hereby leases to the Tenant the premises outlined in red on Schedule "B" of this Lease, (the "Premises") described in Section 1.4 hereof, together with the rights and privileges as contained in this Lease, and the Tenant hereby leases and accepts the Premises from the Landlord, to have and to hold during the Term, subject to the terms, covenants and conditions set out in this Lease.

2.2 Use: The Tenant covenants to use the Premises for general office purposes only in accordance with the standards of a first class office building of similar age and nature and in a similar location, and subject in any event to the limitations on use set forth in Section 14.16 hereof. The Tenant shall take possession of the Premises no later than the Term Commencement Date, unless the Landlord otherwise consents in writing, which consent shall not be unreasonably withheld.

2.3 Rules and Regulations: The Tenant covenants to abide by the Rules and Regulations as set out in Schedule 'D' annexed hereto, and to cause those for whom it is responsible to observe such Rules and Regulations. The Landlord, acting reasonably, may make changes to the Rules and Regulations, and shall endeavour to cause the tenants in the Office Building to observe such Rules and Regulations from time to time, provided that the Landlord shall not be liable in any way for either a failure to enforce such observance, or a failure on the part of other tenants to so observe.

2.4 Observance of Law: The Tenant covenants to comply with all laws and directives issued by governing authorities which affect the Tenant's use and occupancy of the Premises or any Leasehold Improvements of the Tenant or any use by it of other parts of the Lands or Development. The Landlord agrees to comply with all laws with respect to the Lands and Development.

2.5 No Warts or Nuisance: The Tenant shall not commit or permit any waste or damage to the Premises, or commit or permit anything which may disturb the quiet enjoyment of any occupant of the Office Building or which may result in a nuisance or which may interfere with the operation of the Office Building as a first-class office building. Without limiting the generality of the foregoing: (a) The Tenant shall not use or permit the use of any equipment or device such as, without limitation, loudspeakers, stereo, public address systems, sound amplifiers, radios, televisions or VCR's which is in any manner audible or visible outside of the Premises; and (b) No noxious or unpleasant odours shall be allowed to permeate outside the Premises, in each case without the prior written consent of the Landlord which may be arbitrarily withheld or withdrawn on 24 hours notice to the Tenant.

2.6 Common Areas:

- (a) Right of Use of Common Areas: Subject to the terms of this Lease, the Tenant shall have for itself and its officers, agents and employees and for the use of persons having business with it and in connection with such business non-exclusive rights to use during business hours established by the Landlord for the Development, in common with others entitled thereto, the part of the Common Areas appropriate and intended for such use, in every case only for their proper and intended purposes (with the exception of parts of the Common Areas from time to time allocated by the Landlord, in its sole discretion, to others for additional or other use, such as displays, entertainments, temporary structures, special features, rights of way or common usage).
- (b) Restrictions on Use of Common Areas: The Common Areas and the right of the use thereof extended to the Tenant under Section 2.6(a) shall be subject to the following:
- (i) Such right of use shall not extend to parts of the Common Areas from time to time allocated by the Landlord for other use, whether temporary or permanent, including kiosks, outdoor seating areas, displays, entertainment and special features or to parts inappropriate for actual use such as roofs, service rooms and structures.
 - (ii) The Common Areas shall at all times be under the exclusive control and management of the Landlord and the Landlord shall have the right to close and lock the enclosed Common Areas at all reasonable times other than during the minimum business hours of the Development established by it from time to time (subject however to reasonable rights of access to the Premises).
 - (iii) Subject to compliance with Section 7.7 the Landlord shall have the right to alter, rearrange or relocate the Common Areas or any parts thereof including all entrances and exits thereto, and to interfere with the use of any portion thereof as may be necessary and reasonable during the making of alterations, reconstructions or repairs to any portion of the Development. Without in any way limiting the generality of the foregoing, the Landlord may erect temporary scaffolds and other aids to construction on the exterior of the Premises in connection with any of its activities under this Subsection 2.6(b)(iii) and ARTICLE VI and Section 7.7. There shall be no abatement of Rent because of any erection or any entry, installation, maintenance, use, repair, changes in, additions to, subtraction from or rearrangement of the Common Areas, provided that such works shall be carried out by the Landlord as expeditiously as is reasonably possible so as to interfere as little as is reasonably possible with the conduct of the business of the Tenant in the Premises and provided that public access to the Premises shall not be permanently denied.
 - (iv) The Tenant will receive, ship, take delivery of and allow and require suppliers and others to deliver or take delivery of supplies, fixtures, furnishings and equipment, only through facilities provided or specified by the Landlord for the purpose. The Tenant shall not at any time park its trucks or other delivery vehicles or allow trucks or other delivery vehicles making deliveries to or receiving shipments from the Premises to be parked in the parking areas (except in such part or parts of the parking areas as are specifically allocated by the Landlord for the purpose of parking such vehicles).
 - (v) If part or parts of the parking areas are allocated from time to time by the Landlord for the use of occupants of the Office Building and their employees, the Tenant shall not park, and shall use its best efforts to prevent its employees from parking, any vehicles in the parking areas except in such part or parts thereof as are from time to time specifically allocated for the purpose. The Landlord shall be entitled to prohibit the Tenant and its employees from parking anywhere in the Development. The Tenant covenants to pay to the Landlord a parking charge of Ten Dollars (\$10.00) per day (or such greater amount as the Landlord may establish as being necessary to discourage unauthorized parking at any time during the Term of this Lease) for each car of the Tenant and its employees that is parked in any parking area not allocated therefor without the prior permission of the Landlord it being understood that such

parking charges represent the minimum amount of damages which the Landlord shall be deemed to have suffered for loss of percentage rentals by reason of such unauthorized parking. Upon written request by the Landlord, the Tenant shall furnish the Landlord within ten (10) days thereafter with the current provincial license numbers of any vehicles owned or used by the Tenant and by employees of the Tenant, and shall thereafter notify the Landlord of any changes thereto within five (5) days after such changes occur.

- (vi) The Landlord may lease or license all or any portions of the parking areas or other parking facilities to any third party for operation by it or them of paid parking areas. Parking rates or charges may be imposed either by such third party or by the Landlord for the use of parking areas or other parking facilities, provided that such rates and charges shall not be excessive having regard to the facilities provided, subject to the right of the Landlord to set rates or charges in an amount sufficient in its judgment to discourage long-term and non-customer parking or to secure a sufficient turnover and number of parking spaces to accommodate the customers of the Development. If rates or charges are imposed for use of parking areas or other parking facilities, the Tenant will not refund or in any way compensate any of its customers or others for all or any part of such rates or charges or enter into any arrangement whereby any of its customers or others secure parking free or at reduced cost.
- (vii) The Tenant shall not obstruct the Common Areas, and shall not advertise or conduct business anywhere in the Development other than within the Premises.

2.7 **Accessories:** The Tenant acknowledges that the Landlord and any persons authorized by the Landlord may install, maintain and repair pipes, wires and other conduits through the Common Areas and the Premises. Any such installing, maintaining and repairing shall be done as quickly as possible and in a manner that will least inconvenience the Tenant.

ARTICLE III - TERM - POSSESSION

3.1 **Term:** This Lease shall be for the Term set out in Section 1.5, unless earlier terminated as provided in this Lease, and nothing hereafter contained in this Article III shall postpone the Term Commencement Date, or extend the Term.

3.2 **Tenant Fixturing:** Should the Tenant take possession of the Premises for purposes of fixturing or installing its Leasehold Improvements prior to the Term Commencement Date, then all of the terms and conditions of this Lease, except for payment of Rent, shall be in full force and effect as of the date the Tenant took such possession, and the Tenant shall reimburse the Landlord for the cost of any special services provided during the fixturing period, as set out in Schedule "C" including the cost of cleaning and rubbish removal, and any utilities consumed in the Premises; and should the Tenant commence conducting its business prior to the Term Commencement Date, Rent shall be payable as of and from such date of business commencement.

3.3 **Delay in Possession:** Should the Tenant be delayed by fault of the Landlord in taking possession of the Premises on the Term Commencement Date, then and only then shall the payment of Rent be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant hereby acknowledges and agrees that such postponement of the payment of Rent shall be full settlement for any claims it might have against the Landlord for being delayed in its taking possession of the Premises. If the Tenant is delayed in taking possession of the Premises, by circumstances beyond the Landlord's control, for a period of 120 days or more, the Landlord may terminate this Lease upon written notice to the Tenant.

3.4 **Surrender:** The Tenant shall surrender possession of the Premises upon termination of this Lease by expiration of the Term or operation of the terms hereof.

3.5 **Overholding:** If the Tenant remains in possession of the Premises following termination of this Lease by expiration of the Term or operation of the terms hereof, without objection by the Landlord, and without any written agreement otherwise providing, the Tenant shall be deemed to be a monthly tenant upon the same terms and conditions as are contained in this Lease except as to the Term, and except as to Basic Rent which shall be equal to the greater of: a) twice the Basic Rent payable in the last year of the Term or any renewal term, or, b) the then prevailing rate charged by the Landlord in the Office Building. This provision shall not authorize the Tenant to so overhold where the Landlord has objected.

ARTICLE IV - RENT

4.1 **Payment:** From and after the Rent Commencement Date set out in Section 1.9, the Tenant shall pay to the Landlord the Basic Rent and the Additional Rents as set out in this Lease.

4.2 **Basic Rent:** The Tenant shall pay Basic Rent in the amount set out in Section 1.6, which shall be payable in advance in equal consecutive monthly installments commencing the Rent Commencement Date.

4.3 **Deposit:** The Landlord acknowledges that it has received from the Tenant a deposit in the amount set out in Section 1.8 hereof, and that the deposit shall be applied on account of the payment of Rent for the first months following the Term Commencement Date.

4.4 **Realty Taxes:**

- (a) The Tenant shall pay to the Landlord, Realty Taxes assessed against (or allocated in respect to) the Premises on the basis of the assessments for realty tax purposes, or as reasonably allocated by the Landlord, commencing the Rent Commencement Date. The Tenant will also pay a share of all Realty Taxes assessed against or allocated in respect to the Common Areas, if applicable. On or before the Term Commencement Date and the commencement of any Fiscal Year in which the Term falls, the Landlord shall estimate the Realty Taxes to be

assessed (or allocated) against the Premises and the Common Areas. The Tenant shall pay to the Landlord in equal monthly installments in advance on the first day of each month a sum on account of its Realty Taxes based on the Landlord's estimates.

- (b) The Landlord may from time to time re-estimate the amount of projected Realty Taxes for the then current year and for the remainder of the Fiscal Year and the Tenant shall change its monthly installments to conform with the revised estimates.
- (c) After the end of each Fiscal Year the Landlord shall determine the actual Realty Taxes with respect to the Premises and the difference between such actual determination and the amount already billed to the Tenant in installments. If the aggregate of the Tenant's installments for the Fiscal Year in question was less than the actual determination, then the Tenant shall pay the difference to the Landlord forthwith, or if the aggregate of such installments was more than the actual determination, the Tenant shall deduct the difference from its next payment of Basic Rent.
- (d) Should the Lands and Development not be fully assessed as a commercial property for determination of Realty Taxes in any calendar year, then the Landlord shall adjust the Realty Taxes to an amount that would have been determined if the Development and Lands were fully assessed as a commercial property.

4.5 Proportionate Share of Operating Costs:

- (a) The Tenant shall pay to the Landlord its Proportionate Share of Operating Costs commencing ^{the} Rent Commencement Date. On or before the Term Commencement Date and the commencement of any Fiscal Year in which the Term fails, the Landlord shall estimate the Operating Costs and the Tenant's Proportionate Share thereof. The Tenant shall pay to the Landlord in equal monthly installments in advance on the first day of each month a sum on account of its Proportionate Share of Operating Costs based on the Landlord's estimates.
- (b) The Landlord may from time to time re-estimate the amount of projected Operating Costs for the then current year and re-estimate the Tenant's Proportionate Share thereof for the remainder of the Fiscal Year and the Tenant shall change its monthly installments to conform with the revised estimates.
- (c) After the end of each Fiscal Year the Landlord shall determine the actual Tenant's Proportionate Share of Operating Costs and the difference between such actual determination and the amount already paid by the Tenant. If the aggregate of the Tenant's installments for the Fiscal Year in question was less than the actual determination, then the Tenant shall pay the difference to the Landlord with its next payment of Basic Rent, or if the aggregate of such installments was more than the actual determination, the Tenant shall deduct the difference from its next payment of Basic Rent.

4.6 Utilities - Light Fixtures: Except where the Tenant is purchasing utilities directly from a supplier, the Tenant shall pay to the Landlord the cost of utilities supplied to the Premises commencing on the Rent Commencement Date, as reasonably determined by the Landlord, and billed monthly, in advance. The amount of such cost shall be based on the Landlord's reasonable estimates for the quantities of utilities supplied multiplied by the average unit costs to the Landlord for such utilities. The Tenant shall if requested by the Landlord or may, if it desires, install at the Tenant's own expense meters to measure the amount of any utilities supplied, and the Landlord shall employ the resulting metered quantities in lieu of estimated consumption. The Tenant shall also pay to the Landlord the reasonable cost of cleaning, maintaining and servicing all electric light fixtures in the Premises, including the cost of replacing light bulbs, tubes, starters and ballasts.

4.7 Additional Services: The Tenant may from time to time request Additional Services from the Landlord and the Tenant shall pay to the Landlord a reasonable charge for such Additional Services, payable forthwith upon receipt of the Landlord's invoice therefor.

4.8 General Provisions:

- (a) No Delay in Payment of Rent: Nothing contained in this Lease shall suspend or delay the payment of any money at the time it becomes due and payable. The Tenant agrees that the Landlord may, at option, apply any sums received against any amounts due and payable under this Lease in such manner as the Landlord sees fit.
- (b) Interest on Arrears: If any amount of Rent is in arrears it shall bear interest at the Interest Rate.
- (c) Partial Period: If the Rent Commencement Date is any day other than the first day of a calendar month, or if the Term ends on a day other than the last day of a calendar month, then Basic Rent and Additional Rent, as the case may be, will be adjusted pro rata based on a 365 day year.
- (d) Estimated Amounts: Where the Landlord estimates or re-estimates the costs of Realty Taxes, Operating Costs and the amount of utilities supplied, it shall do so acting reasonably and shall provide the Tenant with statements of such estimates in reasonable detail.
- (e) Audited Statement: Invoices for the actual determination of the Tenant's Proportionate Share of Operating Costs shall be accompanied by an audited statement of such Operating Costs.
- (f) General: All amounts payable by the Tenant to the Landlord pursuant to this Lease shall be deemed to be Rent. The Tenant agrees to pay all Rent together with Rental Taxes, if applicable, in advance on the first day of each month without deduction or abatement, except as expressly provided in this Lease, and without set-off, and where payments due have been invoiced, such payments shall be paid within ten (10) days of receipt of such invoice. All Rent shall be paid in lawful money of Canada.

ARTICLE V - TAXES

5.1 Taxes Payable by the Landlord: The Landlord shall pay before delinquency all Realty Taxes. The Landlord covenants that at all appropriate times it shall declare itself a public school supporter for purposes of determining the amounts of any Realty Taxes payable.

5.2 Business and Other Taxes Payable by the Tenant: The Tenant shall pay before delinquency all business taxes, and any other taxes, charges, rates, dues and assessments levied, rated, imposed, charged or assessed against and in respect of any use or occupancy of the Premises or in respect of the personal property, Trade Fixtures, fixtures and facilities of the Tenant or the business or income of the Tenant on or from the Premises. The Tenant shall pay to the Landlord any increase or incremental amount of Realty Taxes or other taxes which the Landlord, acting reasonably, has determined to be attributable to an act by the Tenant (for example declaring itself a separate school supporter) or attributable to the Leasehold Improvements.

5.3 Contested Taxes:

- (a) The Tenant may, at its expense, appeal or contest the taxes, assessments and other amounts payable as described in Section 5.2 hereof, provided it first gives the Landlord written notice of its intention to do so, and consults with the Landlord, and obtains the Landlord's prior written approval, which approval shall not be unreasonably withheld.
- (b) The Landlord reserves the right to appeal or contest any taxes payable by the Landlord so long as it does so in a diligent manner and does not interfere with the quiet enjoyment granted to the Tenant.

5.4 Alternate Methods of Taxation: If, during the Term, the method of taxation shall be altered, so that the whole or any part of the Realty Taxes now levied on real estate and improvements are levied wholly or partially as a capital levy or on the rents received or reserved or otherwise, or if any tax, assessment, levy, imposition or charge in lieu thereof, shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions and charges shall be included when determining the Realty Taxes. If, during the Term, the method of taxation shall be altered, so that the whole or any part of the business taxes formerly payable in respect of any use or occupancy of the Premises is merged into a comprehensive realty tax, the Landlord shall have the right to allocate and collect such component of the comprehensive realty tax (as would have been formerly business taxes) in the manner or on the same basis as would have been employed by the taxing authority.

5.5 Rental Taxes: The Tenant shall pay, upon demand, all Rental Taxes imposed by the Government of Canada, or by any provincial or local government upon the Landlord or the Tenant on or in respect of this Lease, the payments made by the Tenant hereunder or the goods and services provided by the Landlord hereunder. The Landlord shall, upon the request and at the cost of the Tenant, prepare and execute any forms necessary to establish the amount that the Tenant has paid to the Landlord under this Section and that the Landlord has remitted such amount to the appropriate taxing authority.

ARTICLE VI - MAINTENANCE, REPAIRS AND ALTERATIONS

6.1 General Statement: The Landlord and Tenant agree to carry out their respective responsibilities for maintenance and repair as detailed in this Lease in accordance with general standards for a first class office building in the City of North York, of similar age, nature and in a similar location.

6.2 Responsibility of Tenant: Without notice or demand from the Landlord, the Tenant shall:

- (a) Maintain and keep in a good state of repair and in good appearance compatible with the Building, the Premises including the interior faces of any demising walls and permanent building walls, columns and covers (or bearing units along the exterior walls).
- (b) Maintain and keep in a good state of repair, the Leasehold Improvements, the Trade Fixtures and any signage, or other fixtures, attachments or installations in any part of the Building, whether or not located in the Premises permitted by this Lease to be installed by or on behalf of the Tenant.
- (c) Keep the Premises in a clean and tidy condition, and not permit wastepaper, garbage, rubbish, waste or objectionable material to accumulate thereon or in or about the Building, other than in areas designated by the Landlord.
- (d) Repair all damage in the Premises resulting from any misuse, excessive use or installation, alteration, or removal of Leasehold Improvements, fixtures, furnishings or equipment.

6.3 Tenant Not Responsible: Notwithstanding Section 6.2 hereof, the Tenant shall not be responsible for:

- (a) Reasonable wear and tear which does not affect the proper use and enjoyment of the Premises.
- (b) Damage by fire, lightning, tempest or other casualty for which the Landlord is indemnified under any policy of insurance (unless the damage was caused by the negligence of the Tenant or those for whom the Tenant is in law responsible).
- (c) The obligations of the Landlord as set out in Section 6.4 hereof.



- 6.4 Responsibility of Landlord: The Landlord shall maintain and keep in a good state of repair:
- (a) The Office Building structure, roof, and permanent building walls (except for interior faces facing into the Premises).
 - (b) Equipment installed by the Landlord to heat, ventilate, and air-condition the Office Building.
 - (c) Systems installed by the Landlord for the distribution of utilities.
 - (d) The Common Areas including the elevators.
 - (e) The Landlord's improvements in the Premises.
- 6.5 Inspection, Entry and Notice:
- (a) The Landlord, or its agents, may, from time to time, acting reasonably and where practical in a manner that will not disrupt the Tenant's business, enter the Premises and inspect the state of maintenance, repair and decoration, and upon reasonable prior notice to the Tenant, show the Premises to prospective purchasers, tenants and existing or prospective mortgagees.
 - (b) The Landlord may give notice to the Tenant requiring it to perform in accordance with Section 6.2 hereof, and the Tenant shall remedy such failure to perform within the time period set out in Section 12.1 hereof. Should the Tenant fail to commence such remedy within the allotted time, or having so commenced, fail to diligently continue such remedy to conclusion, the Landlord may carry out such remedy without further notice to the Tenant, and charge the Tenant for such remedy as if it were an Additional Service requested by the Tenant.
 - (c) If the Tenant is not present to open and permit any entry into the Premises when for any reason an entry shall be necessary in the case of emergency, the Landlord or its agents may, using reasonable force, enter the same without rendering the Landlord or such agents liable therefor, and without affecting the obligations and covenants of this Lease.
 - (d) Nothing in this Lease shall make the Landlord liable for any actions, notices or inspections as described in this Section 6.5, nor is the Landlord required to inspect the Premises, give notice to the Tenant or carry out remedies on the Tenant's behalf, nor is the Landlord under any obligation for the care, maintenance or repair of the Premises, except as specifically provided in this Lease.
- 6.6 Notify the Landlord: The Tenant covenants to immediately notify the Landlord of any defect, damage or malfunction affecting the Premises or other parts of the Development of which the Tenant is aware.
- 6.7 Alterations or Improvements:
- (a) The Tenant agrees to accept the Premises in their present "as-is" condition subject to Section 17.1.
 - (b) Following installation of such initial Leasehold Improvements, the Tenant shall not make any alterations, repairs, changes, replacements, additions, installations or improvements to any part of the Premises or Leasehold Improvements without the Landlord's prior written approval, which approval shall not be unreasonably withheld, unless the request is in respect of a structural matter or will affect the basic mechanical, electrical, air control or other basic systems of the Development or the capacities thereof, in which instance the Landlord's approval may be arbitrarily withheld. The Tenant shall submit to the Landlord details of any proposed work, including complete working drawings and specifications prepared by qualified designers and conforming to good engineering practice.
 - (c) All Leasehold Improvements shall:
 - be performed expeditiously and at the sole cost of the Tenant,
 - be performed by competent workmen whose labour union affiliations, if any, are compatible with others employed by the Landlord and its contractors, and who will not interfere unreasonably with work being performed by the Landlord,
 - be performed in a good and workmanlike manner and in accordance with the drawings and specifications which the Landlord has approved,
 - be performed in compliance with the applicable requirements of all regulatory authorities, evidence of which shall be provided to the Landlord, and be subject to the reasonable supervision and direction of the Landlord.
 - (d) Any Leasehold Improvements made by the Tenant without the prior written consent of the Landlord or which are not in accordance with the drawings and specifications approved by the Landlord shall, if requested by the Landlord, be promptly removed by the Tenant at the Tenant's expense, and the Premises shall be restored to their previous condition.
 - (e) The Tenant shall reimburse the Landlord for the cost of technical evaluation of the plans and specifications and shall revise such plans and specifications as the Landlord deems necessary.
 - (f) In carrying out any alterations or improvements in the Premises, the Tenant, at its expense, shall pay to the Landlord with respect to such work the reasonable cost to the Landlord of all utilities supplied to the Premises with respect to such work and including the cost of any Additional Services including the cost of any necessary cutting or patching or repairing of any damage to the Development or the Premises, any cost to the Landlord of removing refuse, cleaning, hoisting of materials and any other costs of the Landlord which can be reasonably allocated as a direct expense relating to the conduct of such work.

- (g) If a request is made by the Tenant with respect to structural matters or matters which affect the basic mechanical, electrical, air control or other basic systems of the Development or the capacities thereof, which is approved by the Landlord, the Landlord may require that such work be designed by consultants designated by it and that it be performed by the Landlord or its contractors. If the Landlord or its contractors perform such work, it shall be at the Tenant's expense in an amount equal to the Landlord's total cost of such work or the contract price therefor plus ten (10%) per cent, payable following completion upon demand. Notwithstanding the foregoing, if the Tenant requests the Landlord to alter or install any Leasehold Improvements such work will be considered as an Additional Service.
- (h) No Leasehold Improvements by or on behalf of the Tenant shall be permitted which may adversely affect the condition or operation of the Development or Premises or diminish the value thereof or restrict or reduce the Landlord's coverage for municipal zoning purposes.
- (i) During construction and installation of Leasehold Improvements the Tenant shall keep the Development clean from any debris related thereto, and in any event after construction is completed do an adequate 'first clean' to the Premises.
- (j) The Tenant shall promptly pay all its contractors and suppliers and shall do all things necessary to prevent a lien attaching to the Lands or Development and should any such lien be made or filed, the Tenant shall discharge or vacate such lien immediately. If the Tenant shall fail to discharge or vacate any lien, then in addition to any other right or remedy of the Landlord, the Landlord may discharge or vacate the lien by paying into Court the amount required by statute to be paid to obtain a discharge, and the amount so paid by the Landlord together with all costs and expenses including solicitor's fees (on a solicitor and his client basis) incurred in connection therewith shall be due and payable by the Tenant to the Landlord on demand together with interest at the Interest Rate, calculated from the date of payment by the Landlord until all of such amounts have been paid by the Tenant to the Landlord.
- (k) The Tenant will, upon completion of any Leasehold Improvements and when requested by the Landlord, provide the Landlord with a statutory declaration, sworn before a Commissioner for taking Affidavits, stating that (a) all deficiencies in the Tenant's work which have been brought to its attention by the Landlord have been rectified, (b) there are no construction, builders', mechanics' or Workers' Compensation or other liens or encumbrances affecting the Premises or the Development with respect to work, services and materials relating to the Tenant's work; and (c) all accounts for work, services and materials with respect to all of the Tenant's work have been paid for in full. The declaration shall also identify the last date on which materials were supplied or work performed to or in the Premises.

6.8 Removal and Restoration:

- (a) The Leasehold Improvements shall immediately upon installation become the property of the Landlord without compensation to the Tenant.
- (b) Unless the Landlord by notice in writing requests otherwise, the Tenant shall at its expense, at the end of the Term or earlier termination of this Lease, remove all (or part, as designated by the Landlord) of the Leasehold Improvements, and, subject only to reasonable wear and tear, restore the Premises to the base building standard with the basic systems of the Office Building, including the reconstruction necessary to reinstate the Premises original structure in the event structural changes were undertaken.
- (c) The Tenant shall repair and make good any damage to the Premises or to the Development caused either to the installation or removal of Leasehold Improvements.

6.9 External Changes: The Tenant agrees that it shall not erect, affix or attach to any roof, exterior walls or surfaces of the Development any antennae, sign or fixture of any kind, nor shall it make any opening in or alteration to the roof, walls, or structure of the Premises, or install in the Premises or Office Building free standing air-conditioning units, without the prior written consent of the Landlord which may be arbitrarily withheld.

6.10 Trade Fixtures: The Tenant may, during or at the end of the Term, if not in default, remove its Trade Fixtures, and the Tenant shall, in the case of every installation or removal of Trade Fixtures, make good any damage caused to the Premises or the Office Building and/or Development by such installation or removal. Any Trade Fixtures removed during the Term will be replaced with Trade Fixtures of equal or better quality. Any Trade Fixtures and equipment belonging to the Tenant, if not removed at the termination or expiry of this Lease, shall, if the Landlord so elects, be deemed abandoned and become the property of the Landlord without compensation to the Tenant. If the Landlord shall not so elect, the Landlord may remove such fixtures or equipment from the Premises and store them at the Tenant's risk and expense and the Tenant shall save the Landlord harmless from all damage to the Premises caused by such removal, whether by the Tenant or by the Landlord.

6.11 Tenant's Signs: The Tenant shall not at any time cause or permit any sign, picture, advertisement, notice, lettering, flag, decoration or direction (hereinafter collectively called "Signs") to be painted, displayed, inscribed, placed, affixed or maintained in or on any windows or the exterior of the Premises, nor anywhere else on or in the Development, without the prior and continuous consent of the Landlord which consent may be arbitrarily withheld. The Landlord may at any time prescribe a uniform pattern of identification signs for tenants to be placed on the outside of the interior doors leading into the Premises and other premises. Any breach by the Tenant of this provision may be immediately rectified by the Landlord at the Tenant's expense. The Signs shall remain the property of the Tenant and shall be removed by the Tenant, at its sole cost, at the earlier of the expiration of the Term or termination of this Lease. Upon such removal, the Premises shall be restored to their original condition. The Tenant shall indemnify the Landlord against any loss or damage caused to any person or property as a result of placing, use or removal of any Sign on or in the Development.

6.12 Directory Board: The Landlord may erect and maintain (as an Operating Cost) a directory board in the main lobby of the Office Building which shall indicate the name of the Tenant and the location of the Premises within the

Development. The Tenant shall pay the Landlord's cost of changes thereto, and any other signage with respect to the Premises. Should sufficient space exist on the directory board, the Landlord may provide to the Tenant, at the Tenant's expense, additional entries as requested. The directory board shall be for identification only and not for advertising. The Landlord's acceptance of any name for listing on the directory board will not be deemed, nor will it substitute for, Landlord's consent, as required by this Lease, in any sublease, assignment or other occupancy of the Premises.

6.13 Landlord's Signs: In addition to the Landlord's right to install general information and direction signs in and about the Development as would be customary for a first-class office building in the City of North York of a similar age, nature and in a similar location, the Landlord shall have the right at any time to place upon the Office Building a notice of reasonable dimensions, reasonably placed so as not to interfere with the Tenant's business, stating that the Office Building or Development is for sale, or that areas of the Development are for sale or lease, as the case may be, and at any time during the last six (6) months of the Term, that the Premises are for rent and the Tenant shall not remove such notices or signs.

6.14 Environmental Matters:

- (a) The Tenant shall not cause or allow any hazardous or toxic waste or substances (collectively the "Hazardous Materials") to be used, generated, stored, or disposed of on, under or about, or transported to or from, the Premises (collectively the "Hazardous Materials Activities") except in strict compliance, at the Tenant's expense, with all applicable Environmental Laws, as hereinafter defined, and using all necessary and appropriate precautions which a prudent operator would exercise.
- (b) The Landlord shall not be liable to the Tenant for any Hazardous Materials Activities conducted on the Premises during the Term, however caused, whether or not consented to by the Landlord; the Tenant shall indemnify, defend with counsel, and hold the Landlord harmless from and against any claims, damages, costs and liabilities arising out of any and all such Hazardous Materials Activities.
- (c) For purposes hereof, Hazardous Materials shall include but not be limited to substances defined as contaminants or pollutants under the Environmental Protection Act (Ontario) or the Canadian Environmental Protection Act and all other laws and ordinances governing similar matters, and any regulations adopted and publications promulgated pursuant thereto (collectively the "Environmental Laws"), as they may be amended from time to time.
- (d) The Tenant shall immediately notify the Landlord both by telephone and in writing of any spill or unauthorized discharge of Hazardous Materials or of any discharges under the Environmental Laws, and the Landlord, its representatives and employees may enter the Premises at any time during the Term to inspect the Tenant's compliance herewith.
- (e) The Tenant shall also be responsible for proper disposal of all substances and toxic materials, and other materials which under the Environmental Laws, any Governmental regulations dealing with waste and or recycling by virtue of prudent waste management procedures in the Tenant's industry require special disposal measures, including oil, kitchen waste and grease. The Tenant shall also, if required by the Landlord, refrigerate all garbage, such that it does not constitute a nuisance or health hazard.

ARTICLE VII - STANDARD SERVICES

7.1 Heating and Air-Conditioning:

- (a) The Landlord shall provide heat to the Premises and interior Common Areas of the Office Building sufficient to maintain reasonable temperatures for the Tenant's comfort during Normal Business Hours. It is understood and accepted by the Tenant that the Landlord may reduce the degree of heating provided after Normal Business Hours in a manner comparable to other first class office buildings in the City of North York of a similar age, nature and in a similar location.
- (b) The Landlord shall provide ventilation and air-conditioning to the Premises and interior Common Areas of the Office Building during Normal Business Hours. The systems furnished and operated by the Landlord for air-conditioning and ventilation to the Premises are designed for a reasonable density of persons and for general office purposes based on window shading being fully closed where windows are exposed to direct sunlight. Arrangement of partitions, equipment or special purpose areas, or the installation of equipment with high levels of heat production by the Tenant may require alteration of the portion of the air-conditioning and ventilation systems located within the Premises. Any alterations that can be accommodated by the Landlord's equipment shall be made at the Tenant's expense and in accordance with Section 6.7 hereof. Balancing of the system within the Premises shall be at the Tenant's expense. The Tenant acknowledges that the heating, air-conditioning and ventilation system serving the Premises or the Development may require initial balancing or that alterations made from time to time whether inside the Premises or in other areas of the Development, may temporarily cause imbalance of the heating, air-conditioning and ventilation system, and the Tenant shall allow a reasonable amount of time for readjustment and rebalancing.
- (c) Should the Landlord fail to provide sufficient heat or air-conditioning at any time it shall not be made liable for direct, indirect, or consequential damages, or for personal discomfort or illness.

7.2 Cleanings: The Landlord shall provide janitorial services to the Premises at such times and in such manner as is consistent with prevailing practices in similar first class office buildings in the City of North York of similar age, nature and in a similar location. The Landlord shall periodically clean both sides of exterior windows so as to maintain the Office Building to the standard of a first class office building in the City of North York of similar age, nature and in a similar location. The Tenant acknowledges that the Landlord may clean the windows during Normal Business Hours and the Tenant agrees to allow the Landlord and its contractors entry into the Premises for this purpose. The Landlord shall keep those

portions of the Common Areas accessible to the public in a clean and orderly fashion, and keep the sidewalks and driveways located on the Lands clear of snow.

7.3 Elevators: The Landlord shall provide operatorless elevator passenger service at all times. The Landlord may reduce the number of elevators in service after Normal Business Hours. The Landlord retains the right to regulate the use of elevators for the purpose of carrying freight.

7.4 Security and Information: The Landlord may provide a security guard or receptionist in the main lobby of the Office Building to provide general information to visitors and to control traffic in and out of the Development. The Landlord may from time to time elect to substitute such services with automated systems and other devices that may from time to time seem appropriate for a first class office building in the City of North York of a similar age, nature and in a similar location. It is acknowledged by the Tenant that such services are intended for the general benefit of the Development and are not intended to specifically protect or otherwise serve the Tenant or the Premises.

7.5 Utilities:

- (a) **Electrical Power:** The Landlord will supply to the Premises sufficient electrical power to operate the standard lighting fixtures supplied by the Landlord plus circuits sufficient to deliver power to the Premises as set out in Schedule "C" of this Lease. If the Tenant requires electrical power at a different voltage or at a greater capacity than the Landlord's system can deliver, then any additional systems required shall be installed and maintained at the Tenant's cost.
- (b) **Water and Sewage Connections:** The Landlord shall provide to the floor(s) on which the Premises is located chilled water for drinking fountains, hot and cold or tempered water for washroom facilities and the necessary sewer connections. Any connections made to Leasehold Improvements or special facilities by the Tenant shall be made at the Tenant's cost and in accordance with Section 6.7.
- (c) The obligation of the Landlord to furnish utilities as set out in this Section 7.5 shall be subject to the rules and regulations of the supplier of such utility and/or municipal or other governmental authority regulating the business or providing any of these utilities.

7.6 Interruption or Delay of Services: The Landlord may slow down, interrupt, delay, or shut down any of the services outlined in this Article VII on account of repairs, maintenance or alterations to any equipment or other parts of the Development so long as where practical, it schedules such interruptions, delays, slow downs, or stoppage so as to minimize any inconvenience to the Tenant. The Landlord shall not be held responsible for any direct or indirect damages, losses, or injuries caused.

7.7 Landlord's Alterations: Notwithstanding anything contained in this Lease, the Landlord shall have the right, at any time, to add buildings and parking structures on the Lands or to make additions to, or subtractions from, or to change, rearrange or relocate any part of the Common Areas, the Lands, the Office Tower or the Development including the Premises, provided that in the case of the Premises, the premises, as rearranged or relocated shall in all material respects be comparable to the Premises and the Landlord shall give at least sixty (60) days prior written notice of such rearrangement or relocation and shall pay all reasonable costs in connection therewith. The Landlord shall also have the right to enclose any open area, and to grant, modify or terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Development or the Lands, and to close all or any part of the Lands or the Development to such extent as the Landlord considers reasonably necessary to prevent accrual of any rights therein to any persons at any time, and to make changes to the parking areas and to make any changes or additions to the systems, pipes, conduits, utilities or other building services within or serving the Premises or any other premises in the Development (which acts are herein collectively called the "Changes"); provided that in so doing (a) the costs of any such activities which are not properly Operating Costs or which are not necessitated by the activities of the Tenant or conditions in the Premises arising from the Tenant's actions, shall be at the sole expense of the Landlord, and (b) access to the Premises will at all times be available from the elevator lobby of the Office Building.

In doing any of the foregoing, the Landlord shall have the right to enter upon the Premises and same shall not constitute a re-entry hereunder, except as hereinbefore set out. The Landlord shall not be liable for any damage caused to the Tenant's property, whether or not due to negligence or willful misconduct of the Landlord or those for whom the Landlord is in law responsible. No claim for compensation shall be made by the Tenant by reason of inconvenience, nuisance or discomfort arising from such Changes or the Landlord's entry. The Landlord shall make such Changes as expeditiously as is reasonably possible. All Common Areas shall at all times be subject to the exclusive control and management of the Landlord or as the Landlord may direct from time to time. The Tenant shall cooperate with the Landlord in any of its programmes to improve or make more efficient the operation of the Lands and Development.

ARTICLE VIII - ASSIGNMENT AND SUBLETTING

8.1 Assignment, Subletting: The Tenant shall not assign this Lease, nor sublet all, or any part of the Premises without the prior consent in writing of the Landlord, which consent may not be arbitrarily withheld; provided however, such consent to any assignment or subletting, shall not relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. If this Lease is assigned or any part of the Premises is occupied by any person other than the Tenant, the Landlord may collect Rent or sums on account of Rent from the assignee, subtenant or transferee, and apply the net amount collected to the Rent payable hereunder but no such assignment, subletting, transfer of possession or collection or the acceptance of the assignee, subtenant or transferee as tenant shall be deemed a waiver of this covenant.

8.2 Landlord's Consent: If the Tenant desires to assign this Lease, or to sublet the Premises, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing, and the Landlord shall, within ten (10) business days after receipt of all information requested by the Landlord, notify the Tenant in writing either that: (a) the Landlord consents or does not consent, as the case may be, or (b) the Landlord elects to cancel and terminate this Lease if

the request is to assign the Lease or to sublet all of the Premises, or if the request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. If the Landlord elects to cancel this Lease as aforesaid, and so advises the Tenant in writing, the Tenant shall then notify the Landlord in writing within fifteen (15) days thereafter of the Tenant's election either to refrain from such assigning or subletting or to accept the cancellation of the Lease (in whole, or in part). Failure of the Tenant to deliver notice to the Landlord within such fifteen (15) day period advising of the Tenant's desire to refrain from such assigning or subletting, shall be deemed to be an acceptance by the Tenant of the Landlord's cancellation of this Lease (in whole, or in part, as the case may be). Any cancellation of this Lease pursuant to this Section 8.2 shall be effective on the later of the date originally proposed by the Tenant as being the effective date of transfer or the last day of the month sixty (60) days following the date of the Landlord's notice to cancel this Lease.

8.3 Requests for Consent: Requests by the Tenant to assign this Lease or sublet all, or part of the Premises shall be in writing to the Landlord accompanied with such information as the Landlord may reasonably require and shall include an original copy of the proposed assignment or sublease, as the case may be. Prior to any consent being given by the Landlord to the Tenant's request, the Landlord shall be satisfied as to the following, inter alia: (a) that the liability of the Tenant in fulfilling the terms, covenants and conditions of this Lease shall remain; (b) the nature of the business to be carried on, the financial ability and good credit rating and standing of the proposed assignee, subtenant or transferee, as the case may be; (c) that the Tenant has regularly and duly paid Rent and performed all the covenants contained in this Lease; (d) that any Mortgagee will consent to such request; and (e) that the proposed assignee or subtenant has, or will enter into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease. Prior to receiving any consent pursuant to this Section 8.3, the Tenant will pay the Landlord's administrative fee in connection with the review by the Landlord and/or its solicitors of the Tenant's request, and the preparation and review of any documentation in respect thereof. If the Tenant receives consent pursuant to this Section 8.3 it shall be conditional on the Tenant paying to the Landlord as Additional Rent, any profit (net of all reasonable costs incurred by the Tenant in connection therewith) earned by the Tenant in assigning this Lease or subletting all or any part of the Premises.

8.4 Assignment by Landlord: In the event of the sale or lease by the Landlord of its interest in the Lands or Development or any part or parts thereof and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease.

ARTICLE IX - INSURANCE AND INDEMNIFICATION

9.1 Tenant's Insurance: The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect at all times throughout the Term the following insurance:

- (a) "All Risks" insurance upon property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises or on the Lands or Development, including, without limitation, stock in trade, furniture, equipment, partitions, Trade Fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time. In the event that there shall be a dispute as to the amount of full replacement cost, the decision of the Landlord or the Mortgagee shall be conclusive;
- (b) General liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Leased Premises and the Common Areas, which coverage shall include the business operations conducted by the Tenant and any other person on the Leased Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than Five Million Dollars (\$5,000,000.00) or such higher limits as the Landlord or the Mortgagee may reasonably require from time to time;
- (c) Business interruption insurance including loss of profit;
- (d) Any form of insurance as the Tenant, the Landlord or the Mortgagee may reasonably require from time to time in amounts and for insurance risks against which a prudent tenant would protect itself.

9.2 Policy Requirements: Each policy of insurance taken out by the Tenant in accordance with this Lease shall be taken out with insurers, and shall be in such form and on such terms as are satisfactory to the Landlord, and each such policy shall name the Landlord and any others designated by the Landlord as additional named insureds, as their respective interests may appear, and each of such policies shall contain, in form satisfactory to the Landlord:

- (a) the standard mortgage clause as required by the Mortgagee;
- (b) a waiver by the insurer of any rights of subrogation or indemnity or any other claim over, to which such insurer might otherwise be entitled against the Landlord, its agents, employees or those for whom it is in law responsible;
- (c) an undertaking by the insurer to notify the Landlord and the Mortgagee in writing not less than thirty (30) days prior to any proposed material change, cancellation or other termination thereof;
- (d) a provision that the Tenant's insurance is primary and shall not call into contribution any other insurance available to the Landlord;
- (e) a severability of interests clause and a cross-liability clause, where applicable.

9.3 Proof of Insurance: The Tenant shall provide to the Landlord and the Mortgagee on demand, and from time to time, satisfactory evidence that the policies of insurance required to be maintained by the Tenant in accordance with this Lease are in fact being maintained, which evidence shall be in the form of certificates of insurance, or if required by the Landlord or the Mortgagee, certified copies of each such insurance policy.

9.4 **Failure to Maintain:** If the Tenant fails to take out or keep in force any insurance referred to in this Article IX, or should any such insurance not be approved by either the Landlord or the Mortgagee and should the Tenant not rectify the situation within forty-eight (48) hours following receipt by the Tenant of written notice from the Landlord (stating, if the Landlord or the Mortgagee do not approve of such insurance, the reasons therefor), the Landlord shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant and all outlays by the Landlord shall be payable by the Tenant to the Landlord and shall be due on the first day of the next month following said payment by the Landlord without prejudice to any other rights and remedies of the Landlord under this Lease.

9.5 **Damages to Leasehold Improvements:** In case of damage to the Leasehold Improvements, or any material part thereof, the proceeds of insurance in respect thereto shall be payable to the Landlord, and such proceeds shall be released to the Tenant (provided that the Tenant is not in default hereunder) upon the Tenant's written request for progress payments, at stages determined by a certificate of the Architect stating that repairs to each such stage have been satisfactorily completed free of liens by the Tenant or by the Tenant's contractors. In the event the Tenant defaults in making such repairs, the Landlord may, but shall not be obliged to, perform the repairs and the proceeds may be applied by the Landlord to the cost thereof.

9.6 **Increase in Insurance Premiums/Cancellation:** The Tenant shall not do or permit anything to be done upon the Premises which shall cause the premium rate of insurance on the Development to be increased. If the premium rate of insurance on the Development shall be increased by reason of any use made of the Premises, the Tenant shall pay to the Landlord on demand the amount of such premium increase. In the event of an actual or threatened cancellation of any insurance on the Development or any adverse change thereto by the insurer by reason of the use or occupation of the Premises, and if the Tenant has failed to remedy the situation, use, condition, occupancy or other factor giving rise to such actual or threatened cancellation or adverse change within twenty-four (24) hours after notice thereof by the Landlord, then the Landlord may terminate this Lease by notice in writing to the Tenant or remedy the situation, use, condition, occupancy or other factor giving rise to such actual or threatened cancellation or change, all at the cost of the Tenant to be paid forthwith on demand, and for such purposes the Landlord shall have the right to enter upon the Premises without further notice.

9.7 **Landlord's Insurance:** The Landlord agrees to insure the Development and the machinery, boilers and equipment therein owned by the Landlord (specifically excluding any property which the Tenant is obliged to insure under this Article IX) against damage by fire and extended perils coverage in such reasonable amounts as would be carried by a prudent owner of a first-class office building in the City of New York of similar age, nature and in a similar location. The Landlord will also carry public liability and property damage insurance with respect to the operation of the Development in such reasonable amounts as would be carried by a prudent owner, and any other forms of insurance as it or the Mortgagee may reasonably determine advisable. Notwithstanding that the Tenant shall be contributing to the Landlord's costs and premiums respecting such insurance, the Tenant shall not have any insurable or other interest in any of the Landlord's insurance other than the rights, if any, expressly set forth in this Lease, and in any event, the Tenant shall not have any interest in, nor any right to recover any proceeds under any of the Landlord's insurance policies.

9.8 **Non-Liability for Loss, Injury or Damage:** The Tenant acknowledges and agrees that the Landlord shall not be liable for (a) any death or injury arising from or out of any occurrence in, upon, at or relating to the Lands or Development, and (b) damage to property of the Tenant or others located on the Premises, and (c) any loss or damage to any property of the Tenant or others from any cause whatsoever (whether or not such property has been entrusted to the Landlord, its agents, servants or employees) and, without limiting the generality of the foregoing, the Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Development or from the water, steam or drainage pipes or plumbing works of the Development or from any other place or quarter, and (d) any damage caused by or attributable to the condition or arrangement of any electric or other wiring, and (e) any damage caused by anything done or omitted to be done by the Landlord or by any other tenant of the Development, and (f) any claim or demand in connection with any injury, loss or damage to the Tenant, its agents, invitees or licensees, or to the property of the Tenant, its agents, invitees or licensees, where such injury, loss or damage arises out of the security services in force or the lack thereof in the Development from time to time, and (g) in any event, any indirect or consequential damages suffered by the Tenant. Without limiting the foregoing, the Tenant hereby releases the Landlord, and those for whom it is in law responsible, from all losses, damages and claims of any kind in respect of which the Tenant is required to maintain insurance or is otherwise insured.

9.9 **Indemnification of the Landlord:** The Tenant shall indemnify the Landlord and also save it harmless from all losses, liabilities, damages, claims, demands and actions of any kind or nature which the Landlord shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Tenant of any covenant, term or provision of this Lease and against any and all losses, liabilities, damages, claims, demands, actions and expenses in connection with loss of life, personal injury or damage to property arising from any occurrence on the Premises (save where caused by the negligence or willful misconduct of the Landlord) or arising from the occupancy or use by the Tenant of the Premises, the Lands or Development by the Tenant, its agents, contractors, employees, servants, licensees, concessionaires or invitees or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, licensees or concessionaires whether on the Premises, Lands or in the Development. In case the Landlord, without actual fault on its part, is made a party to any litigation commenced by or against the Tenant, the Tenant shall hold the Landlord harmless and shall pay all costs and reasonable legal fees incurred or paid by the Landlord in respect of such litigation.

9.10 **Extension of Rights and Remedies:** Every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Landlord under this Lease shall also be available and shall extend to protect all other companies owned, operated or controlled by or affiliated with the Landlord and to protect its officers, directors and employees and for such purposes the Landlord is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such companies and persons.

ARTICLE X - DAMAGE

10.1 **Damages to Premises:** It is understood and agreed that, notwithstanding the other provisions of this Lease, should the Premises at any time be partially or wholly destroyed or damaged by any cause whatsoever or should demolition of the Premises be necessitated thereby or should the Premises become unfit for occupancy by the Tenant:

- (a) Subject as hereinafter provided in this Section 10.1, the Landlord shall, to the extent of the insurance proceeds available for reconstruction and actually received by the Landlord from its insurers following an election by the Mortgagee to apply all or any portion of such insurance proceeds against the debt owing to the Mortgagee as the case may be, expeditiously reconstruct the Premises in accordance with the Landlord's obligations to repair under the provisions of Section 6.4 hereof. Upon substantial completion of the Landlord's work, the Landlord shall notify the Tenant, and the Tenant shall forthwith commence and expeditiously complete reconstruction and repair of the Premises in accordance with the Tenant's obligations to repair under the provisions of Section 6.2 hereof.
- (b) Rent shall not abate unless the Premises are rendered wholly or partially unfit for occupancy by such occurrence and in such event Rent, as of the date of such occurrence shall abate proportionately as to the portion of the Premises rendered unfit for occupancy, until thirty (30) days following receipt by the Tenant of the Landlord's notice given to the Tenant as provided in subsection 10.1(a) hereof, at which time Rent shall recommence.
- (c) If, in the opinion of the Architect, such opinion to be given to the Landlord and the Tenant within thirty (30) days of the date of such damage, the Premises cannot be repaired and made fit for occupancy within one hundred and eighty (180) days not following any occurrence, or if thirty per cent (30%) or more of the Premises are damaged or destroyed, the Landlord may, by written notice to the Tenant within thirty (30) days of receipt of such opinion of the Architect, terminate this Lease and Rent shall cease and be adjusted as of the date of such occurrence, and the Tenant shall immediately vacate the Premises and surrender same to the Landlord.
- (d) In no event, including termination of the Lease in accordance with the provisions of subsection 10.1(c) hereof, shall the Landlord be liable to reimburse the Tenant for damage to, or replacement or repair of any Leasehold Improvements or any of the Tenant's property.

10.2 Damage to the Office Building: It is understood and agreed that, notwithstanding the other provisions of this Lease, should the Office Building at any time be partially or wholly destroyed or damaged by any cause whatsoever, or should demolition of the Office Building, or any part thereof, be necessitated thereby:

- (a) Subject as hereinafter provided in this Section 10.2, the Landlord shall, to the extent of the insurance proceeds available for reconstruction and actually received by the Landlord from its insurers following any election by the Mortgagee to apply all or any portion of such insurance proceeds against the debt owing to the Mortgagee as the case may be, expeditiously reconstruct and repair the Office Building, and to the extent necessary, the Premises, in accordance with the Landlord's obligations to repair under the provisions of Section 6.4 hereof. Upon substantial completion of the Landlord's work, the Landlord shall notify the Tenant, and the Tenant shall forthwith commence and expeditiously complete reconstruction and repair of the Premises to the extent they are so affected, in accordance with the Tenant's obligations to repair under the provisions of Section 6.2 hereof.
- (b) Rent shall not abate unless the Premises are rendered wholly or partially unfit for occupancy by such occurrence, and in such event, Rent, as of the date of such occurrence shall abate proportionately as to the portion of the Premises rendered unfit for occupancy until thirty (30) days following receipt by the Tenant of the Landlord's notice given to the Tenant as provided in subsection 10.2(a) hereof, at which time Rent shall recommence.
- (c) If in the opinion of the Architect, such opinion to be given to the Landlord and the Tenant within thirty (30) days of the date of such damage, thirty per cent (30%) or more of the Total Rentable Area of the Office Building is at any time destroyed or damaged in whole or in part by any cause whatsoever, or by demolition caused or necessitated thereby, notwithstanding that the Premises may be unaffected by such occurrence, the Landlord may, at its option, by written notice to the Tenant, within thirty (30) days of receipt of such opinion of the Architect, elect to terminate this Lease and the Tenant shall within thirty (30) days vacate the Premises and Rent will abate as of the thirtieth (30th) day after the Landlord's notice.
- (d) In repairing, reconstructing or rebuilding the Office Building or any part thereof, the Landlord may use designs, plans and specifications, other than those used in the original construction of the Office Building, and the Landlord may alter or relocate, or both, any or all buildings, facilities and improvements, including the Premises, provided that the Premises as altered or relocated shall be substantially the same size and shall be in all material respects reasonably comparable to the Premises, as defined herein; and
- (e) In no event, including termination of this Lease in accordance with the provisions of subsection 10.2(c) hereof, shall the Landlord be liable to reimburse the Tenant for damage to, or replacement or repair of any Leasehold Improvements or of any of the Tenant's property.

10.3 Architect's Certificate: It is understood and agreed by the Tenant that wherever a certificate of the Architect is required or deemed appropriate by the Landlord, the certificate of the Architect shall bind the parties hereto as to completion of construction of the Premises and the availability of services, the percentage of the Premises or Office Building destroyed or damaged and the number of days required to make repairs or reconstruct and the state of tenantability of the Premises, and the state of completion of any work or repair of either the Landlord or the Tenant.

ARTICLE XI. UNAVOIDABLE DELAY

11.1 Unavoidable Delay: Whenever and to the extent that the Landlord or Tenant shall be unable to fulfil or shall be delayed or restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any strike, work stoppage, strike, law or order in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord or Tenant shall be entitled to extend the time for fulfillment of such obligation by a time equal to the duration of such delay or restriction and the Landlord or Tenant shall not be entitled to any

compensation for any inconvenience, nuisance or discomfort thereby occasioned. The provisions of this Section 11.1 shall not operate to excuse the Tenant from prompt payment of all sums required to be paid pursuant to the terms of this Lease.

ARTICLE XII - LANDLORD'S REMEDIES

12.1 Landlord May Perform Tenant's Covenants: If the Tenant is in default of any of its covenants, obligations or agreements under this Lease (other than its covenant to pay Rent) and such default shall have continued for a period of ten (10) consecutive days after notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied (or, if by reason of the nature thereof, such failure cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, if the Tenant shall fail to proceed promptly to cure the same or shall thereafter fail to prosecute the curing of such failure with due diligence), the Landlord, without prejudice to any other rights which it may have with respect to such default, may remedy such default and the cost thereof to the Landlord together with interest thereon from the date such cost was incurred by the Landlord until repaid by the Tenant shall be treated as Additional Rent and added to the Rent due on the next succeeding date on which Basic Rent is payable. Notwithstanding the above, if the nature of the default is such that it can be wholly cured in less than ten (10) days, then the Landlord's notice shall stipulate such reasonable lesser period, and if the default is not remedied within the time period set out, the Landlord may remedy the default as set out above.

12.2 Re-Entry: When:

- (a) the Tenant fails to pay when due any Rent, whether lawfully demanded or not;
- (b) the Tenant is in default of any of its covenants, obligations or agreements under this Lease (other than its covenant to pay Rent) and such default has continued for a period of ten (10) consecutive days (or such shorter period set out in the Landlord's notice as may be reasonable in the circumstances) after notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied, or, if by reason of the nature thereof, such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, if the Tenant has failed to proceed promptly to cure the same or has thereafter failed to prosecute the curing of such failure with due diligence;
- (c) any property of the Tenant has been sold under a valid writ of execution, or the Tenant has made an assignment for the benefit of creditors, or has made any proposal or has had a receiving order made against it under the Bankruptcy and Insolvency Act, or if the Tenant has become bankrupt or insolvent and has made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatever, legislative or otherwise, has been taken with a view to the winding up, dissolution or liquidation of the Tenant, or if a receiver of any of the Tenant's goods or chattels has been appointed;
- (d) any insurance policy is cancelled or not renewed by any insurer by reason of any particular use or occupation of the Premises;
- (e) the Premises have been abandoned, or have become vacant or have remained unoccupied for a period of five (5) consecutive days without the consent of the Landlord (which consent shall not be unreasonably withheld), or the Premises have been used by any other person or persons other than the Tenant or any person permitted by Article VIII hereof; or
- (f) the Tenant or any company with which the Tenant is affiliated or associated (as those terms are defined in the Business Corporations Act, 1990 of Ontario, or any successor legislation thereto) is in default of any of its covenants, obligations or agreements under any lease or other written agreement between it and the Landlord (as owner or as manager) or any company with which the Landlord is affiliated or associated (as those terms are defined in the Business Corporations Act, 1990 of Ontario, or any successor legislation thereto), and such default shall have continued for such period of time that the Landlord's (or such affiliated or associated company's) remedies have become exercisable thereunder;

then, and in any of such cases, the then current month's Rent together with the Rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of the Landlord the Term shall become forfeited and void, and the Landlord without notice or any form of legal process whatever may forthwith re-enter the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding. Such forfeiture shall be wholly without prejudice to the right of the Landlord to recover arrears of Rent and damages for any antecedent breach of the covenants, obligations or agreements of the Tenant under this Lease. Notwithstanding any such forfeiture, the Landlord may subsequently recover from the Tenant damages for loss of Rent suffered by reason of this Lease having been prematurely determined and all damages the Landlord may incur with respect thereto.

12.3 Right to Distrain: The Tenant agrees that the Landlord shall have the right to distrain for any arrears of Rent without notice to the Tenant, in addition to the other rights reserved to it. For such purpose the Landlord shall have the right to enter the Premises as agent of the Tenant either by force or otherwise without being liable for any prosecution therefor and to take possession of any goods and chattels whatever on the Premises, and to sell the same at public or private sale and apply the proceeds of such sale on account of the Rent or in satisfaction of the breach of any covenant, obligation or agreement of the Tenant under this Lease and the Tenant shall remain liable for the deficiency, if any. Notwithstanding anything contained in the Landlord and Tenant Act, c.L.7, R.S.O. 1990, or any successor legislation or other statute which may hereafter be passed to take the place of the said Act or to amend the same, none of the goods and chattels of the Tenant at any time during the continuance of the Term shall be exempt from levy by distress for Rent and the Tenant hereby waives all and every benefit that it could or might have under such Act. Upon any claim being made for such exemption by the Tenant, or on distress being made by the Landlord, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying of distress upon any such goods.

12.4 Landlord May Follow Channels: In case of removal by the Tenant of the goods or chattels of the Tenant from the Premises, the Landlord may follow the same for thirty (30) days in the same manner as is provided for in the Landlord and Tenant Act, c.L.7, R.S.O. 1990, or any successor legislation or other statute which may hereafter be passed to take the place of the said Act or to amend the same.

12.5 Rights Cumulative: The rights and remedies given to the Landlord in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by the Landlord shall be deemed to be in exclusion of any other rights or remedies provided in this Lease or by law or in equity.

12.6 Acceptance of Rent Non-Waiver: No receipt of monies by the Landlord from the Tenant after the termination of this Lease shall constitute, continuous or extend the Term, or affect any notice previously given to enforce the payment of Rent then due or thereafter falling due or operate as a waiver of the right of the Landlord to recover possession of the Premises by proper action, proceeding or other remedy, it being agreed that, after the service of a notice to cancel this Lease and the expiration of the time therein specified, and after the commencement of any action, proceeding or other remedy, or after a final order or judgment for possession of the Premises, the Landlord may demand, receive and collect any monies due, or thereafter falling due without in any manner affecting such action, proceeding, order or judgment; and any and all such monies so collected shall be deemed payments on account of the use and occupation of the Premises or at the election of the Landlord on account of the Tenant's liability hereunder.

ARTICLE XIII - STATUS STATEMENT, ATTORNMEN AND SUBORDINATION

13.1 Certification: The Landlord and Tenant respectively agree that within ten (10) days after a written request therefor, they shall execute and deliver to the other or to such person as may be identified in the written request (but in no event more than twice in any year) a written statement certifying that this Lease is unmodified and is in full force and effect (or if modified stating the modifications and that this Lease is in full force and effect as modified), the amount of the Basic Rent and the date to which it as well as all other charges under this Lease have been paid, whether or not there is any existing default on the part of the Landlord or the Tenant of which the person signing the certificate has notice and giving as well such further information as the person requesting the certificate shall reasonably require.

13.2 Attornment: If proceedings are brought for foreclosure, or if there is exercise of the power of sale or if there is an entry into possession of the Development or any part thereof pursuant to any mortgage, charge, deed of trust or any lien resulting from any other method of financing or refinancing made by the Landlord covering the Premises and the Development, the Tenant shall attorn to the mortgagee, chargee, lessee, trustee, other encumbrancer or the purchaser upon any such foreclosure or sale and recognize such mortgage, charge, lessee, trustee, other encumbrancer or the purchaser as the Landlord under this Lease.

13.3 Subordination: The Tenant shall postpone and subordinate its rights under this Lease to the Mortgage, and any mortgage or mortgagee, or any lien resulting from any other method of financing or refinancing, now or hereafter in force against the Lands and Development or any part or parts thereof as it exists from time to time, and to all advances made or hereafter to be made upon the security thereof.

ARTICLE XIV - MISCELLANEOUS

14.1 Joint and Several Liability: If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) sign this Lease as the Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and to perform all other obligations hereunder shall be deemed to be joint and several. In like manner, if the Tenant is a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several. The Tenant warrants and represents that it is duly formed and in good standing, and has full corporate or partnership authority, as the case may be, to enter into this Lease, and has taken all corporate or partnership action, as the case may be, necessary to make this Lease a valid and binding obligation, enforceable in accordance with its terms.

14.2 Landlord and Tenant Relationship: No provision of this Lease is intended to nor creates a joint venture or partnership or any other similar relationship between the Landlord and Tenant, it being agreed that the only relationship created by this Lease is that of landlord and tenant.

14.3 Planning Act: It is an express condition of this Lease that the provisions of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto be complied with.

14.4 No Waiver: No condoning or waiver by either the Landlord or Tenant of any default or breach by the other at any time or times in respect of any of the terms, covenants and conditions contained in this Lease to be performed or observed by the other shall be deemed to operate as a waiver of the Landlord's or Tenant's rights under this Lease, as the case may be, in respect of any continuing or subsequent default or breach nor so as to defeat or affect in any way the rights or remedies of the Landlord or the Tenant under this Lease, as the case may be, in respect of any such continuing or subsequent default or breach. Unless expressly waived in writing, the failure of the Landlord or the Tenant to insist in any case upon the strict performance of any of the terms, covenants or conditions contained in this Lease to be performed or observed by the other shall not be deemed to operate as a waiver of the future strict performance or observance of such terms, covenants and conditions.

14.5 Expropriation: The Landlord and the Tenant shall co-operate in respect of any expropriation of all or any part of the Premises or the Lands and Development so that each party may receive the maximum award to which it is entitled in law. If the whole or any part of the Premises or of the Lands and Development are expropriated, as between the parties hereto, their respective rights and obligations under this Lease shall continue until the day on which the expropriating authority takes possession thereof. If, in the case of partial expropriation of the Premises this Lease is not frustrated by operation of governing law and such expropriation does not render the remaining part of the Premises unsuitable for the purposes of this Lease, the Tenant and the Landlord shall restore the part not so taken in accordance with their respective

repair obligations under the provisions of Article VI of this Lease. In this Section the word "expropriation" shall include a sale by the Landlord to any authority with powers of expropriation, in lieu of or under threat of expropriation.

14.6 **Notice:** Any notice required or contemplated by any provision of this Lease shall be given in writing addressed, in the case of the Landlord to:

30 Vic Management Inc.
30 Victoria Street
Suite 900
Toronto, Ontario
M5C 2N8

Attention: Legal Department

in the case of notice to the Tenant:

to it at the Premises; and

delivered or sent by facsimile or by registered mail, postage prepaid, return receipt requested. The time of giving of such notice if mailed shall be conclusively deemed to be the fifth (5th) business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery or the time of sending by facsimile. If in this Lease two or more persons are named as Tenant, such notice shall be delivered personally to any one of such persons. Provided that either party may, by notice to the other, from time to time designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

14.7 **Net Lease:** It is the purpose and intent of the Landlord and the Tenant that the Basic Rent shall be absolutely net and carefree to the Landlord, so that this Lease shall yield, the Basic Rent specified in each year during the Term without notice or demand, and free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set-off and under no circumstances or conditions whether now existing or hereafter arising whether beyond the present contemplation of the parties is the Landlord to be expected or required to make any payment of any kind whatsoever or to be subject to any other obligation or liability hereunder. All expenses and obligations of every kind and nature whatsoever relating to the Premises which may arise or become due during the Term of this Lease shall be paid by the Tenant and the Tenant shall indemnify and save harmless the Landlord from all costs of same.

14.8 **Non-Merger:** There shall be no merger of this Lease nor of the leasehold estate created hereby with the fee estate in the Lands or any part thereof by reason of the fact that the same person, firm, corporation or entity may acquire or own or hold directly or indirectly: (a) this Lease or the leasehold estate created hereby or any interest in this Lease or any such leasehold estate; and (b) the fee estate in the Lands or any part thereof or any interest in such fee estate. No such merger shall occur unless and until the Landlord, the Tenant and the Landlord's Mortgagees (including a trustee for bondholders) shall join in a written instrument effecting such merger and shall duly record the same.

14.9 **Lease Entire Agreement:** There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease or the Premises save as expressly set out in this Lease and this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be amended or modified except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by both the Landlord and the Tenant.

14.10 **Registration:** The Tenant shall not register this Lease on the title to the Land, however, the Tenant may register a Notice of Lease on title to the Lands, at its sole cost, provided such Notice of Lease shall describe only the parties, the Premises, the Term of this Lease, and any renewals. Such Notice of Lease shall be prepared by the Tenant's solicitors, and shall be subject to the prior written approval of Landlord and its solicitors, and shall be registered at the Tenant's expense. Upon expiry or termination of this Lease, the Tenant shall forthwith remove or discharge from registration any such Notice of Lease.

14.11 **Name of Development and Office Building:** The Tenant shall not refer to the Development or the Office Building by any name other than that, if any, designated from time to time by the Landlord, and the Tenant may use such designated name of the Development and/or the Office Building for the business address of the Tenant but for no other purpose.

14.12 **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario.

14.13 **Survival of Tenant's Covenants:** All agreements, covenants and indemnifications in this Lease made by the Tenant shall survive the expiration or earlier termination of this Lease, anything to the contrary in this Lease notwithstanding.

14.14 **Quiet Enjoyment:** The Landlord agrees that upon the Tenant duly paying the Rent hereby reserved and duly observing and performing the agreements, terms and conditions herein on its part to be observed and performed, the Tenant shall and duly peaceably possess and enjoy the Premises for the Term without any hindrance, interruption or disturbance from the Landlord.

14.15 **Binding on Successors:** This Lease and everything herein contained shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each and every one of the parties hereto, subject to the granting of consent by the Landlord to any assignment or sublease.

14.16 Limitation on Use: The Premises shall be used continuously during the Term for general office purposes and for no other use. The Tenant acknowledges and agrees that it will not, nor will it permit the Premises (or any part thereof) to be used for any purpose which is not generally permitted in first class office buildings in the City of New York, and without in any way limiting the foregoing, the Tenant covenants and agrees that in no event will it sell any service or product from the Premises (or elsewhere in the Development) which is normally sold in rentable premises providing goods and services to the public as are commonly found at a mall level of a shopping centre similar to the one within the Development.

14.17 Corporate Ownership: In the event that the Tenant proposes to transfer, or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, any part or all of the corporate shares of the Tenant, so as to result in any change in the present effective voting control of the Tenant by the party or parties holding such voting control at the date of commencement of this Lease, such transaction shall be deemed to be an assignment of this Lease, and the provisions of Article VIII hereof shall apply mutatis mutandis. The Tenant shall make available to the Landlord, such books and records of the Tenant for inspection at all reasonable times, in order to ascertain whether there has, in effect, been a change in control.

14.18 Assignment and Subletting: The terms "assignment" and "subletting" in this Lease shall include the mortgaging or encumbering of this Lease, the Tenant's interest herein or the Premises or any part thereof and the occupation or parting with or sharing possession of all or any part of the Premises by any person, firm, partnership, or corporation, or any group or combination thereof. An assignment or transfer shall be construed so as to include an assignment or transfer by operation of law.

14.19 Severability: If two or more corporations, partnerships or other business associations (or any combination of two or more thereof) constitute the Landlord in this Lease, the liability of each such corporation, partnership or other business association hereunder is several. In the event of default by the Landlord under this Lease, the Tenant agrees that should it proceed against such corporations, partnerships or other business associations, it shall do so only in accordance with their several interests, as they may be from time to time.

14.20 Time of the Essence: Time shall be of the essence for this Lease and for every part hereof.

ARTICLE XV - DEFINITIONS - INTERPRETATION

15.1 Definitions: In this Lease, unless there is something in the subject matter or context inconsistent therewith:

- (a) "Additional Rent" means the Realty Taxes, the Proportionate Share of Operating Costs, payments for utilities and light fixtures, and all other payments for additional services, and such other sums, excluding Basic Rent, otherwise payable by the Tenant in accordance with the terms of this Lease.
- (b) "Additional Services" means any service and/or supervision requested by the Tenant and supplied by the Landlord or by anyone authorized by the Landlord and not otherwise provided for as a standard service under this Lease; by way of example steam cleaning of carpets, moving of furniture, alterations to Leasehold Improvements, or providing air-conditioning or ventilation for periods in excess of Normal Business Hours.
- (c) "Architect" means the architect, surveyor or engineer from time to time appointed by the Landlord.
- (d) "Basic Rent" means the basic rent payable by the Tenant pursuant to this Lease.
- (e) "Capital Tax" means any tax or taxes payable by the Landlord to any taxing authority based upon or computed by reference to the value of the Office Building, or the paid-up capital or place of business of the Landlord. If the system of capital taxation shall be altered such that any new capital tax shall be levied or imposed in substitution for or in addition to Capital Tax from time to time levied or imposed, then any such new tax or levy shall be deemed to be Capital Tax or included in Capital Tax.
- (f) "Capital Tax for the Development" for any fiscal period means the amount calculated by multiplying the aggregate book value to the Landlord of the Lands and Development (and all equipment used in connection therewith) by the applicable Capital Tax rate imposed, from time to time, by the taxing authority having jurisdiction. Aggregate book value shall be net of depreciation and amortization, for financial statement purposes and determined as at the end of such fiscal period. The parties acknowledge that Capital Tax for the Development is an approximation based upon the concept of Capital Tax, and is not necessarily the actual Capital Tax paid or payable by the Landlord in respect of the Development. If the calculation of Capital Tax changes, then the Landlord may adjust its calculation of such amount to reasonably reflect such change.
- (g) "Common Areas" means all the lands, buildings and improvements constituting the Development (except for rentable premises therein including the Premises), and except for other portions of such buildings and improvements which are from time to time allocated by the Landlord for private use by one or a limited group of tenants and, without limiting the generality thereof, includes any parking areas (including the parking deck immediately adjacent to the Office Building and access thereto), roadways, landscaped areas, washrooms for public use, open or enclosed pedestrian malls, child care or surgery facilities, public seating facilities, courts and arcades, truck courts, truck tunnels, common loading areas and delivery facilities, driveways, customer and service ramps, stairways, escalators and elevators available for use by the public or by tenants generally, fire detection, fire prevention and communications systems, mechanical and electrical facilities, and all other areas and facilities from time to time designated by the Landlord for the use of the tenants of the Development or members of the public, and also including all the equipment, installations, utilities, facilities and apparatus in or associated with any of the foregoing, lobbies, corridors, together with washrooms, fan rooms, janitors' closets, electrical closets and other closets not situate within the demising line of any premises in the Development, all as from time to time existing.
- (h) "Development" means the lands described in Schedule "A" as the boundaries of such lands may be varied from time to time, including parcels subsequently incorporated by the Landlord even though separated by public highways.

streets or lanes, together with the integrated commercial and office development and its improvements including the Office Building, from time to time during the Term erected on the Lands together with all fixtures, sprinklers, elevators, escalators, heating, ventilating, air-conditioning and mechanical and electrical equipment and machinery and water, gas, sewage, telephone and other communication facilities and electrical power services and utilities occupied therein, belonging thereto, connected therewith or used in the operation thereof, and now or hereafter constructed, erected and installed therein and thereon, and all alterations, additions, and replacements thereof, but excludes all Leasehold Improvements made, constructed, erected or installed therein by or on behalf of any tenant of premises therein.

- (i) "Dominant Portion" means that portion of the inside finished surface of the permanent outer building wall which is 50% or more of the vertical dimension. If there is no dominant portion or if the dominant portion is not vertical, the measurement for area shall be to the inside finished surface of the permanent outer building wall where it intersects the finished floor.
- (j) "Fiscal Year" means the twelve (12) month period designated from time to time by the Landlord.
- (k) "Interest" or "Interest Rate" means interest at a rate equivalent to three (3%) per cent per annum in excess of the prime lending rate of The Canadian Imperial Bank of Commerce, Main Branch, Toronto Ontario (or its successors) where the prime lending rate of such bank means the rate of interest (now commonly known as that Bank's "prime rate"), expressed as a rate per annum, charged by such bank in Toronto on demand loans made by it in Canadian dollars at such time.
- (l) "Lands" means the lands described in Schedule "A" annexed hereto.
- (m) "Landlord's Improvements" means improvements to be constructed or installed in or to the Premises by the Landlord in accordance with the Landlord's working drawings prepared for the construction of the Office Building, by way of example, and without limiting the generality of the foregoing, Landlord's Improvements include: ceilings, lighting, and window covering systems originally installed by the Landlord and standard to the Office Building. Any Landlord's Improvements from time to time modified by or on behalf of the Tenant so as to no longer be standard to the Office Building shall be considered Leasehold Improvements. Landlord's Improvements shall not include any Leasehold Improvements installed by the Landlord on behalf of the Tenant or a previous occupant of the Premises.
- (n) "Lease" means this document as originally signed, sealed and delivered or as amended, from time to time, which amendments shall be in writing, signed, sealed and delivered by the Landlord and Tenant.
- (o) "Premises" means the premises leased to the Tenant described in Section 1.4 hereof.
- (p) "Leasehold Improvements" means all items generally considered to be leasehold improvements, including, without limitation, all fixtures, equipment, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant, or any previous occupant of the Premises, including, without limitation, any stairways for the exclusive use of the Tenant, all fixed partitions, light fixtures, plumbing fixtures, however affixed and whether or not movable, and all wall-to-wall carpeting other than carpeting laid over finished floors and affixed so as to be readily removable without damage, and all water, electrical, gas and sewage facilities, all telephone and other communication wiring and cabling leading from the base building distribution panel to facilities located in the Premises, all cabinets, cupboards, shelving and all other items which cannot be removed without damage to the Premises, but excluding Trade Fixtures, furniture, unattached or free-standing partitions and equipment not in the nature of fixtures.
- (q) "Mall Level" means the floor or level in the Office Building shown on Schedule "B1".
- (r) "Mortgagee" means the Landlord's mortgagee(s) from time to time with respect to the Lands, the Development and/or this Lease, and includes a trustee for bondholders.
- (s) "Normal Business Hours" means the hours from 8:30 a.m. to 6:00 p.m. on Monday to Friday of each week except any statutory holiday or civic holiday in the City of North York, or Province of Ontario.
- (t) "Office Building" means that portion of the building and other fixed improvements presently designated as "Office Building" on Schedule "A1" which are located (i) on the Mall Level and outlined in green on Schedule "B1" and (ii) on any floor or level above the fixed improvements on the Mall Level, together with any other building or portions thereof adjacent to or otherwise in reasonable proximity to the present building designated on Schedule "A1" subsequently constructed by the Landlord on the lands of the Development, comprising primarily rentable premises for commercial office use and designated by the Landlord as a part of the Office Building, plus the Common Areas which serve or are for the benefit of the Office Building subject to such additions or subtractions thereto and therefrom as may be made from time to time by the Landlord. The municipal address of the Office Building is 1 Yorkdale Place, North York, Ontario.
- (u) "Operating Costs" means the total amounts incurred, paid or payable, whether by the Landlord, or by others on behalf of the Landlord, for the maintenance, operation, repairs and replacements to the Office Building, and such costs of the Lands and the Development that are properly attributable to the Office Building, including without limiting the generality of the foregoing:
 - (i) the total annual costs of insuring the Development and the Lands with such forms of coverage and in such amounts as the Landlord, or its Mortgagee may, from time to time determine, including, without limitation, costs and premiums paid for insurance against any risks of physical loss or damage to property of the Landlord on a replacement cost basis, boiler, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus insurance on a broad form blanket coverage repair and replacement

basis, loss of insurable gross profits attributable to all perils reasonably insured against by the Landlord or commonly insured against by prudent landlords, third party liability hazards including exposure to personal injury, bodily injury and property damage on an occurrence basis including insurance for all contractual obligations and covering also actions of all authorized employees, sub-contractors and agents while working on behalf of the Landlord, and any other forms of insurance as the Landlord or its Mortgagees may reasonably require from time to time for insurable risks and in amounts against which a prudent owner of a first-class office building in the City of North York would protect himself;

- (ii) costs and premiums paid for warranties and guarantees;
- (iii) complete maintenance and janitorial service for the Development and Lands, including snow removal, window cleaning, garbage and waste collection and disposal, the cost of operating and maintaining any merchandise holding and receiving areas and truck docks, and the cost of interior and exterior landscaping;
- (iv) elevator maintenance, lighting, public and private utilities (net of the amounts chargeable under Section 4.6 hereof), together with the cost of energy management programmes and the cost of maintaining any signs considered by the Landlord to be part of the Common Areas;
- (v) policing and supervision;
- (vi) salaries of all personnel employed to carry out supervision, maintenance and service operations, (including contributions towards usual fringe benefits, unemployment insurance, pension plan contributions and similar contributions), and to the extent such personnel are not engaged full time to perform such supervision, maintenance and service operations, then only such portion of their salaries as is attributable to such on-site performance;
- (vii) the cost to the Landlord of the rental of any equipment and signs, and the cost of building supplies, used by the Landlord in the maintenance and operation of the Lands and the Development;
- (viii) costs of heating, air-conditioning and ventilation of the Development;
- (ix) repair, maintenance and operation of the Lands and the Development and the repair, replacement, maintenance and operation of the mechanical, electrical, plumbing, heating and air-conditioning equipment appurtenant thereto;
- (x) the cost or expense of operating parking areas or facilities on the Lands and Development including cleaning, snow removal, striping, patching, repairing and security;
- (xi) all business taxes, if any, from time to time payable by the Landlord, on account of its ownership or operation of the Lands and Development but excluding income tax of the Landlord;
- (xii) legal fees as reasonably attributable to the daily operation of the Lands and Development but excluding legal fees otherwise recoverable and legal fees for lease enforcement and leasing of the Lands and Development;
- (xiii) all fees and expenses incurred by the Landlord in connection with actions taken by the Landlord to appeal property assessments for the Lands and Development;
- (xiv) accounting services and audit fees in connection with the calculations referred to in this Lease;
- (xv) security services, if any, undertaken by or on behalf of the Landlord;
- (xvi) depreciation and amortization of capital costs as determined in accordance with generally accepted accounting principles for:
 - A. the costs of all maintenance and cleaning equipment and master utility meters;
 - B. the costs incurred for all other fixtures, furniture, replacement of finishes in the Common Areas, equipment, and facilities serving the Development;
 - C. the costs, together with interest, of equipment modification of the Development or improvements, properly charged to capital account which the Landlord determines may reduce Operating Costs, amortized over their useful life, as determined by the Landlord; and
 - D. the costs incurred by the Landlord in complying with any laws pertaining to the operation of the Lands and Office Building, and all costs incurred pursuant to Section 6.4(b) - (e) hereof together with interest;
- (xvii) Capital Tax for the Development;
- (xviii) a management fee which shall be an amount equal to three (3%) per cent of the aggregate of basic rent, Realty Taxes, and all other Operating Costs received, or receivable by the Landlord from all tenants in the Office Building; and
- (xix) actual costs related to the operation of a regional or on-site administrative office serving the Office Building, including the fair rental value (having regard to rentals prevailing from time to time for similar

space) of space occupied by the Landlord's employees for day to day administrative and supervisory purposes relating to the Office Building. In the case of a regional office, the costs will be apportioned among the buildings served by it on a pro rata basis.

Provided that if the Office Building is not fully occupied for any period within the Term, the Operating Costs which vary with the level of occupancy of the Office Building (for example, the cost of janitorial services) may be adjusted to reflect full occupancy.

And provided further, Operating Costs shall not include the following, except to the extent set out above:

- (1) commissions, advertising costs, or legal expenses, in connection with leasing the Lands and Development or any part thereof;
 - (2) the cost of painting, repainting, decorating, or redecorating, or of providing special cleaning services for any occupant of any space in the Development, other than the Premises;
 - (3) the cost of any insurance premiums for plate glass insurance;
 - (4) the cost of any insurance premiums to the extent that the Tenant is obliged to reimburse the Landlord for the cost of such premiums pursuant to any provision of this Lease and/or to the extent that any other tenant of the Development would be obligated to reimburse the Landlord for the cost of such premiums pursuant to any provision of such tenant's lease;
 - (5) expenses incurred by the Landlord in respect of charges directly chargeable to other tenants of the Development including for electricity used by other tenants of the Development for lighting or for the operation of business equipment and machinery within such tenants' premises, or expenses incurred with respect to the repair of damage to the Development and Lands, all to the extent that the Landlord received reimbursement therefor by other tenants of the Development or from the proceeds of insurance;
 - (6) the expenses incurred by the Landlord in respect of installation of other tenants' improvements;
 - (7) interest and principal on mortgages and capital cost allowance on the Development;
 - (8) any costs relating to aerials, antennae, cables, machinery, equipment, installations, or other forms of communications equipment not part of the operation of the Development as a first-class office building of a similar age, nature and in a similar location, or installed at the request of and for the limited or specific use of any person whether occupying space in the Development or not;
 - (9) any payments relating to any agreement affecting title to the Lands with respect to which the Tenant is not a party or has not otherwise specifically agreed to have such payments included in Operating Costs;
 - (10) any amounts directly chargeable to other tenants for services, costs and expenses solely attributable to the accounts of such tenants.
- (v) "Proportionate Share" as it relates to Operating Costs shall be determined by dividing the Operating Costs by the Total Rentable Area of the Office Building and multiplying the quotient by the Rentable Area of the Premises. Where any component of Operating Costs is attributable to only part of the Development, then those costs may be divided only by the Rentable Area to which those costs are attributable. Should any component of Operating Costs not be attributable to the Premises, the Tenant shall remain responsible for payment of its Proportionate Share of that component of Operating Costs as it relates to Common Areas.
- (w) "Realty Taxes" means all real estate and commercial concentration taxes (including local improvement rates), levies, rates, duties, and assessments whatsoever, and the cost of appealing such assessments, which may be levied or assessed against the Lands, the Development and the Office Building, or the Landlord, or the owners of the Lands, the Development and the Office Building, and any and all such taxes which may, in the future, be levied in addition to, or in lieu thereof.
- (x) "Rent Commencement Date" is defined in Section 1.9 hereof.
- (y) "Rent, rent, Rental or rental" means all payments and charges payable by the Tenant pursuant to this Lease, including without limitation the Basic Rent and the Additional Rents.
- (z) "Rentable Area" means:
- (i) **Rentable Area for Single Tenancy Office Floors**
The Rentable Area of a single tenancy office floor shall be computed by measuring to the inside finished surface of the Dominant Portion of the permanent outer building walls, and shall exclude only major vertical penetrations of the floor together with the walls enclosing them. No deductions shall be made for columns and projections necessary to the Office Building or for any floor penetrations exclusively serving the Tenant.
 - (ii) **Rentable Area for Multiple Tenancy Office Floors**
The Rentable Area of Premises on multiple tenancy office floors shall be determined by multiplying the Rentable Area of the whole floor (measured as a single tenancy office floor in accordance with subparagraph (z)(i) above) times a fraction, the numerator of which is the Useable Area of the Premises and the denominator of which is the Useable Area for the whole floor.

- (d) **Rentable Area for a Mall Level Premises in the Office Building**
The Rentable Area of a Premises on the Mall Level shall be calculated by measuring from the Office Building standard storefront line for such floor, and from the inner surface of corridor and other permanent walls and to the centre of partitions separating the Premises from adjoining leasable area. No deductions shall be made for vestibules serving the Premises or for columns or projections necessary to the Office Building.
- (aa) **"Retail Taxes"** means any tax or duty imposed upon the Landlord or the Tenant which is measured by or based in whole or in part directly upon the Rent payable under this Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including without limitation goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing.
- (bb) **"Term"** means the initial term of this Lease as set out in Section 1.5 hereof, any renewal term and any overholding period.
- (cc) **"Term Commencement Date"** is defined in Section 1.5 hereof.
- (dd) **"Total Rentable Area of the Office Building"** means the sum of Rentable Areas for all office floors (measured in accordance with subparagraph (x)(i) hereof) and the Rentable Area of all leasable premises on the Mall Level of the Office Building.
- (ee) **"Trade Fixtures"** means all items generally considered to be trade fixtures, including, without limitation, built-in fridges, stoves, walk-in coolers, counters, bars, chairs, stools, tables, banquettes, racks, or any other equipment or fixtures used by the Tenant in its business, any of which have been installed in the Premises by or on behalf of the Tenant and have been affixed to the realty, but notwithstanding the foregoing, shall not include any Leasehold improvements, any part of the electrical, plumbing, mechanical, sprinkler, heating, ventilating or air-conditioning equipment or systems, or any floor coverings, wall coverings or any part of the ceiling, whether or not installed by the Tenant or Landlord.
- (ff) **"Useable Area"** for multiple tenancy office floors means the area of a Premises on an office floor divided for multiple tenancy and shall be computed by measuring to the finished surface of the Premises side of corridor and other permanent walls, to the centre of partitions that separate the Premises from adjoining leasable areas, and to the inside finish of the Dominant Portion of the permanent outer building walls. No deductions shall be made for columns and projections necessary to the Office Building.
- 15.2 Interpretation:**
- (a) In this Lease "herein", "hereof", "hereunder", "hereinafter" and similar expressions refer to this Lease and not to any particular paragraph, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith;
- (b) All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof;
- (c) Should any provision of this Lease be illegal or unenforceable, it shall be considered separate and severable from this Lease, and the remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision had never been included;
- (d) The captions appearing in this Lease have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provision hereof.

ARTICLE XVI - PARKING

16.1 Parking: During the Term, the Landlord hereby grants to the Tenant for so long as the Tenant is leasing the Premises, a license to use two (2) unreserved parking spaces in the parking facility adjacent to the Building.

16.2 License Fee: The Tenant shall pay to the Landlord (or to a parking operator if designated by the Landlord) throughout the Term for each such parking space a fee payable monthly in advance which shall be equal to then current prevailing monthly charges, from time to time, which are not to exceed posted monthly rates from time to time.

Non-payment of this fee shall be considered a non-payment of Rent.

16.3 Provisions Governing Use of Parking Spaces: Use of parking spaces by the Tenant is subject to and qualified by the following provisions:

- (a) the parking spaces are for the use of one (1) vehicle per space by the Tenant and accordingly the Tenant will be issued with one (1) parking permit per parking space by the Landlord or the operator, which permit shall remain the property of the Landlord or the operator, as the case may be, and shall be returned upon, and in the event of revocation;
- (b) the Tenant shall not be entitled to assign, sub-license or part with possession of its rights to use any or all or any of the said parking spaces;

- (c) the Tenant's use of the parking spaces shall be subject to all reasonable rules and regulations established from time to time by the Landlord or the operator, as the case may be, from time to time, and in respect of which the Landlord, and those for whom the Landlord is responsible shall abide;
- (d) the use by the Tenant of the parking spaces is subject to the exclusive control of the Landlord;
- (e) the Tenant agrees to indemnify the Landlord against all liability, claims, damages or expenses due to or arising out of any action or omission or neglect by the Tenant, its agents, servants, invitees or licensees on or about the parking spaces or due to or arising out of any breach by the Tenant of the provisions of this Section or any rules or regulations established from time to time by the Landlord or the operators;
- (f) the Tenant shall use the parking spaces at its sole risk, and the Landlord will not be liable for any loss, injury or damage caused to persons using the parking spaces or to automobiles or their contents or any other property; and
- (g) the Tenant shall pay to the Landlord, or to the operator a replacement fee for each and every access card that is lost or misplaced or damaged. This replacement fee is currently Twenty Dollars (\$20.00) and is subject to change from time to time.

ARTICLE XVII - SPECIAL PROVISION

IN WITNESS WHEREOF the parties hereto have executed this Lease.

LANDLORD:

YORKDALE SHOPPING CENTRE HOLDINGS INC.
by its Agent and Manager
20 VIC MANAGEMENT INC.

Per: Randy Schary
Title: AUTHORIZED SIGNING OFFICER

Per: Debbie Hewitt c/s
Title: AUTHORIZED SIGNING OFFICER

TENANT:

FMR SYSTEMS INC.

Per: Tom Little
Title: President

Per: JP Masil c/s
Title:

1 Yorkdale Place - Office Lease

SCHEDULE "A"
LEGAL DESCRIPTION

The following lands are situate in the City of North York in the Municipality of Metropolitan Toronto in the Province of Ontario and registered in the Office of Land Titles at Toronto as:

Part 1

Hudson's Bay Company Lands:

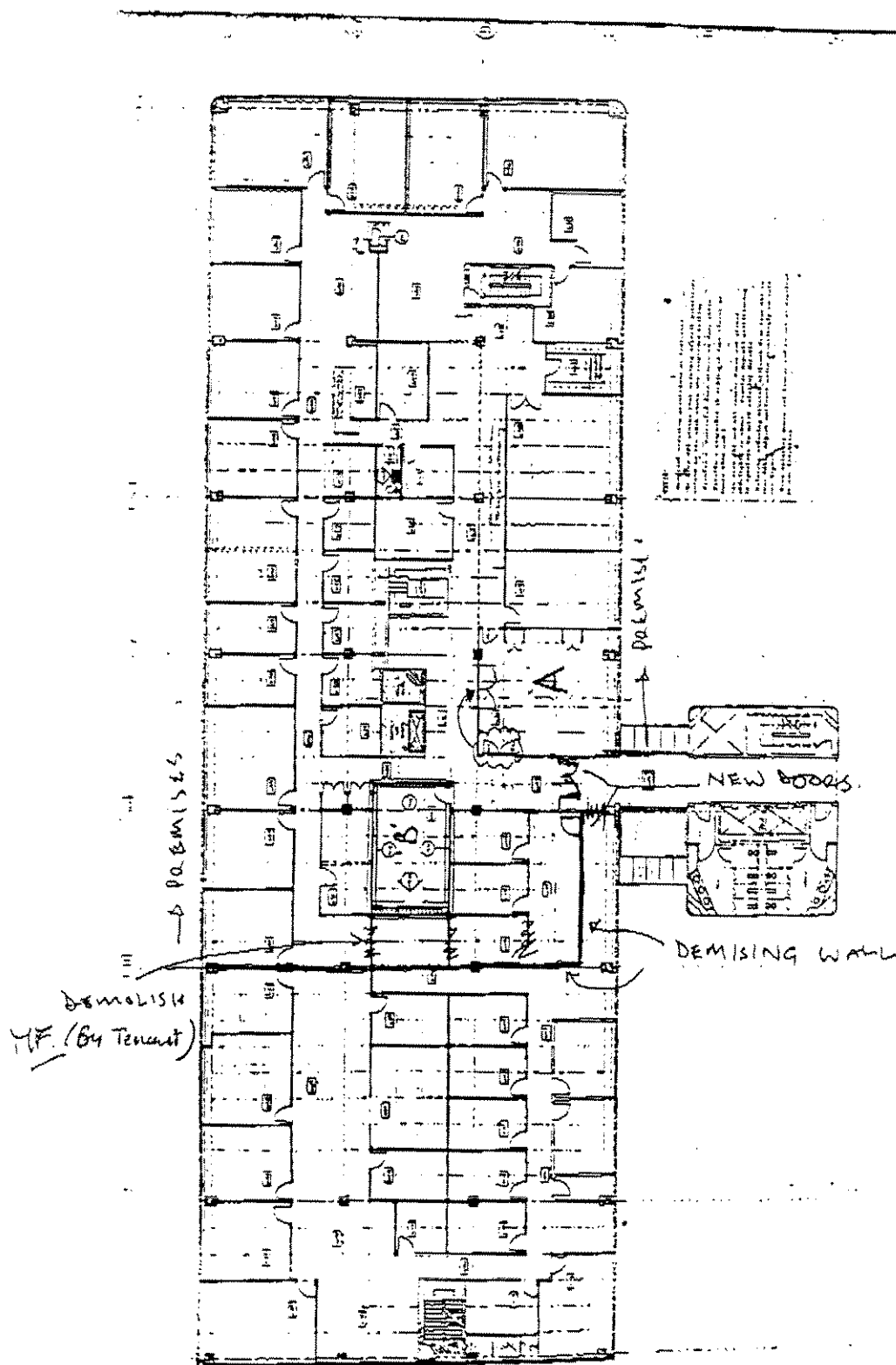
- (a) Parcel 8 - 1 Section Y - 7 Freehold
- (b) Parcel 8 - 2 Section Y - 7 Leasehold

Part 2

Landlord's Lands:

- (a) Parcel 8 - 2 Section Y - 7 Freehold
- (b) Parcel 9 - 2 Section Y - 7 Freehold
- (c) Parcel 8 - 3 Section Y - 7 Freehold
- (d) Parcel 8 - 8 Section Y - 7 Freehold

SCHEDULE "B"



SCHEDULE "C"

OFFICE SPACE

FLOORS 2-6

LANDLORD'S AND TENANT'S WORK

LANDLORD'S IMPROVEMENTS

The Building

To complete the Building, including its elevators, heating and air-conditioning systems and systems for the distribution of electricity and water and other utility services, service areas necessary to the leased Premises and its entrances, lobbies and other facilities for use in common by tenants (but exclusive of the interior of the Premises and other rentable space) in accordance with the standards of a first-class office building as established in the plans and specifications for the Building and prepared by the Landlord's architect and engineers.

The Premises

To complete the Premises to the extent and standards of the Landlord's improvements as established for the Building, including the installation of:

Floors:

The entire floor area is poured in place concrete at an equal level throughout. This thickness must be maintained and cannot be removed to allow the use of thick floor coverings such as marble, slate or terrazzo.

Ceilings:

A suspended T-bar ceiling grid system on a 4'-9" x 4'-9" module installed approximately 8'-5" from top of structural slab, complete with air supply and return diffusers, sprinklers and covered lights. Ceiling tiles shall be provided by the Landlord.

Doors
(Multi-Tenant
Floors):

Tenancy doors shall be located directly off the elevator lobby or public corridor, each door being single 3'0" x full height x 1-3/4" solid core wood door with a oak veneer finish with matching frames. Additional doors required by applicable governmental or municipal authorities due to the Tenant's interior partition layout, or required by the Tenant, will be at the Tenant's expense and shall be of the same construction and finish.

Demising Walls:
(Multi-Tenant
Floors)

Demising and corridor walls, where applicable, shall be from the floor slab to the underside of the ceiling grid and from the ceiling grid to the underside of the slab above. It shall be constructed of 2-1/2" metal studs and one (1) layer of 1/2" gypsum board each side, including interior acoustic attenuation blankets. All gypsum board surfaces shall be taped, sanded and primed ready for tenant's finishes.

Elevator Lobby &
Corridor
(Multi-Tenant
Floors):

Where a Tenant does not lease a whole floor, the Landlord shall provide a finished elevator lobby complete with floor, wall and ceiling finishes. The corridor walls shall be taped, sanded and prime painted on the Tenant side and vinyl wallcovering installed on the corridor side.

Washrooms:

Landlord shall provide washrooms in the core areas complete with wall, floor and ceiling finishes, fixtures and accessories.

Core Walls
and Columns:

Finish on core walls and columns is drywall laminated to exposed concrete which is prime painted ready to accept the Tenant's finishes.

Drapes and
Venetian Blinds:

1" horizontal venetian blinds on exterior windows are provided as a building standard.

Signage:

Tenant identification shall be provided in the main lobby directory. A standard multi-tenant directory and entrance sign shall be provided by the Landlord at the Tenant's expense for multi-tenant floors.

Power:

A 347/600V-3 Phase-4 wire service to fused circuit panel of sufficient capacity to allow a connected load of 10 watts/square foot for general lighting, heating, ventilating and air-conditioning. An air-conditioning distribution system of 120V power is available through outlet boxes located in the ceiling spaces at approximately 14'-0" centres. Distribution by the Tenant shall be through partitions.

Telephone:	One (1) 2" empty conduit located in the ceiling space for approximately every 700 square feet of floor area. Distribution by the Tenant shall be through partitions.
Lighting:	The lighting consists of one (1) coffered light fixture per two (2) 11'-9" x 4'-9" module, providing an average illumination level of 65 foot candles at desk level on an open floor bank.
Mechanical:	An individual compartmental unit of each floor with Variable Air Volume boxes provides ventilation and air-conditioning to the Premises through air boots integrated with the ceiling system. Return air is through space above ceiling. One thermostat for each base building VAV box is provided (approximately 15 feet is coiled above in the ceiling space) for installation by the Tenant. Perimeter heating is provided by a hot water radiation system distributed through a metal enclosure primed ready for paint.
Plumbing and Drainage:	Capped plumbing connections on each floor at the core walls consist of 3/4" cold water line, 4" sanitary drain and 2" vents.
Sprinklers:	All office floors are sprinklered throughout with a light hazard coverage in accordance with measure A of the supplement to the National Building Code for the life safety measures for low rise buildings. Fire hose cabinets are provided on each floor with capped fire provisions for additional tenant fire hose cabinets which may be required. Should additional fire hose cabinets be required or should existing cabinets be relocated as a result of the configuration of the Premises' perimeter and/or layout, such work will be performed by the Landlord at the Tenant's expense.

TENANT'S IMPROVEMENTS

The Tenant shall, at its expense, complete the Premises in accordance with the standards of a first-class office building using new materials, including but not limited to the installation of:

Interior Partitions:	All interior partitioning including the finishing thereof complete with trullwork and fixtures.
Flooring Finish:	The flooring must be approved by the Landlord.
Power:	All power distribution within the Premises distributed through partitions to be carried out at the Tenant's expense. The Landlord will supply and install in the meter socket provided, a kilowatt hour demand meter at the Tenant's expense.
Light Fixtures:	All additional light fixtures, of any type, and relocation of base building light fixtures as required by the Tenant are at the Tenant's expense.
Telephone:	Telephone conduit, wiring and equipment required to serve the Premises distributed through partitions to be carried at the Tenant's expense.
Plumbing, Heating, Ventilation, Air-Conditioning and Thermostatic Controls:	Any modification to the Landlord's mechanical or electrical system required by the Tenant at the Tenant's expense, including an air balancing report as performed by the Landlord's designated contractor and reviewed and approved by the base building mechanical consultant.
Sprinklers & Fire Hose Cabinets:	Any modification to the Landlord's fire safety systems as may be required by those authorities having jurisdiction, shall be performed by the Landlord's base building contractor at the Tenant's expense.
Fire Alarm System:	Any modifications to the Landlord's fire alarm and life safety system as may be required by those authorities having jurisdiction, shall be performed by the Landlord's base building contractor at the Tenant's expense.
Washroom Fixtures:	Any additions to the number of washroom fixtures required by code and the Tenant's staff population.
Signs:	Tenant signage proposals must be presented to the Landlord for written approval. Only those signs which are compatible with the Building and are tasteful in size, colour and logo will be approved.
Ceiling Tiles:	Any installation or relocation of ceiling tiles is at Tenant's expense.
Elevator Lobbies:	Where a Tenant leases the whole office floor, the finishing of the lobby floor, walls and ceiling, mechanical, electrical, and lighting services shall be at the Tenant's expense, including floor finishes to washrooms if required.

Building Automation System:

Any modifications to Building controls required as a result of Tenant modifications shall be carried out exclusively by the Landlord's contractor at the Tenant's expense.

Additional Requirements:

Any additional requirements of the Tenant over those specified in the Schedule "C" are at the Tenant's expense.

PROCEDURES**Working Drawings:**

The Landlord shall submit an outline plan of the Premises to the Tenant and the Tenant shall within sufficient time so as not to delay the commencement of the Term of the Lease, prepare and submit to the Landlord for approval one set of aspias and six complete sets of working drawings and specifications for the Tenant's improvements, as prepared by a qualified interior designer and engineer, both to be approved by the Landlord. The Tenant's submission shall include:

1. Floor Plan(s) - showing location and construction of all partitions and fixed elements relative to demising partitions, including floor finishes.
Scale: 1/8" = 1'-0".
2. Reflected Ceiling Plan - indicating any modification or relocation to Landlord's base building equipment and fixtures as well as installation of new lights, sprinkler heads, HVAC diffusers, ceiling finishes, exit and emergency lights and access panels as required.
Scale: 1/8" = 1'-0".
3. Interior Elevations and Details - including interior finish schedule, wall assemblies, floor finishes, millwork and fixtures.
Scale: 1/8" = 1'-0".
4. Electrical and Telephone Plan - including specifications and performance characteristics of all fixtures, HVAC wiring and controls and/or any modification and additions to Landlord's base building equipment and fixtures. They should also indicate total connected electrical loads schematic of services and panels.
Scale: 1/8" = 1'-0".
5. Plumbing and Mechanical Plan - including specification and performance characteristics of all equipment and connections to the base building services, duct and diffuser layout and/or any modifications or additions to Landlord's base building equipment and services. They should also indicate existing, relocated and new sprinkler head locations, plumbing layouts, ventilation and air conditioning requirements and heat gain/loss calculations.
6. Sample Board of Finishes - indicating material and colour sample for finishes for walls, floors, ceilings and millwork etc. Sample board size to be 8-1/2" x 14" maximum.
7. Specifications and Details - as required if not included on the appropriate drawings.
Scale: 1-1/2" = 1'-0".

Approvals:

No work for which drawings and specifications are required shall be commenced by the Tenant until said drawings and specifications have been approved in advance in writing by the Landlord and until the Tenant has secured approval thereof from every governmental authority having jurisdiction and submitted proof of such approval to the Landlord. Under no circumstances shall the Tenant, its employees, its contractors, or its contractors' employees make any opening in the floors or walls of the Building (other than the Tenant's interior partitions) without the prior written approval of the Landlord.

Permits:

No items of Tenant's work shall be commenced until the Tenant at its own expense has secured approval thereof from every governmental authority having jurisdiction and submitted proof of such approval to the Landlord including proof of having received a building permit. A copy of the Tenant's detail plans which the Landlord has approved along with the building permit must be kept on the site for the duration of the work and be available for viewing by the Landlord's representative at all times.

The Tenant must immediately correct any work which does not meet with the approval of the Municipal Building Inspector, notwithstanding the fact that the Tenant's drawings have been approved previously by the appropriate governmental authorities and the Landlord. Any revisions to the approved drawings required by such authorities must be brought to the attention of the Landlord immediately. Should the Tenant unduly delay the required correction, the Landlord may make the correction at the Tenant's expense.

Contractors:

Prior to the commencement of the Tenant's improvements, the Tenant shall submit to the Landlord a liability certificate from the Tenant's general contractor or from each of the Tenant's independent sub-contractors, as the case may be, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, which liability insurance shall be on a comprehensive form and shall cover all hazards related to any work performed by any such general contractor or independent contractor, as the case may be, in or on the Premises.

Such policy or policies shall include the Landlord as an additional named insured and shall contain a cross-liability clause.

**Damage to
Premises
or Building:**

Any damage to the Premises or the Building caused by the Tenant or any of its employees, contractors, or workers shall be repaired forthwith by the Landlord at the Tenant's expense or by the Tenant with the Landlord's approval.

Any base building items such as lights, air diffusers, etc. that are removed by the Tenant's contractors shall be turned over to the Landlord and stored in the location designated by the Landlord.

**Tenant's
Contractors:**

All of the Tenant's work will be performed by competent workers whose labour affiliations or non-affiliations, as the case may be, will not be incompatible with those of the Landlord's workers or the workers of any of the Landlord's contractors. If any of the labour affiliations or non-affiliations, as the case may be, or the workers performing the Tenant's work are incompatible, in the Landlord's sole opinion, with those of the Landlord's workers or the workers of any of the Landlord's contractors, the Tenant shall remove from the work-site immediately, upon the Landlord's request, all its workers whose labour affiliation or non-affiliations are so incompatible.

**Contractor's
Approval:**

The Tenant shall prepare and submit to the Landlord for approval, a list of all contractors to be engaged in the construction of the Tenant's work together with written evidence that each is in good standing with the Worker's Compensation Board. The Landlord maintains the right to determine the acceptability of any trade or supplier to undertake work upon, or supply goods or materials to, the Premises.

Unless the Landlord otherwise consents in writing, the Tenant shall employ the Landlord's interior contractor in the completion of the Tenant's improvements, except for all modifications required to the Landlord's mechanical and electrical systems.

Such mechanical and electrical modifications to the base building shall be carried out by the Landlord at the Tenant's expense. Should the Tenant choose to engage an interior contractor other than the Landlord's interior contractor, the Tenant shall pay to the Landlord with respect to the conduct of the Tenant's improvements all direct costs incurred by the Landlord including, but not limited to, power consumption, hoisting, security and supervision, said costs to be payable upon demand.

**Additional
Works:**

All work carried out by the Landlord at the Tenant's expense shall be invoiced to the Tenant as a "backcharge". The amount so invoiced to the Tenant shall be the total cost to the Landlord including architectural and engineering fees, where applicable, plus a further ten per cent (10%) for the Landlord's administration and supervision, payable upon substantial completion and upon demand.

**As Built
Drawings:**

The Tenant is required to carry out its construction work in strict accordance with the approved drawings. Changes must be approved by the Landlord and recorded in "as-built" drawings and provided to the Tenant Co-ordinator at the conclusion of construction. The "as-built" drawings must be submitted to the Landlord on a standard 3 1/2" inch disc in AutoCad format or compatible software. The CADD layering standards must be the same as the ARIDO CADD Graphic Standards Item 3.4 Drawing Group, Release 2.0, dated March, 1993.

**State of
Completion:**

Prior to any final payments by the Landlord a "signing-off" by the Tenant Co-ordinator that work has been carried out in an acceptable manner to the Landlord must be obtained. Failure to obtain this approval may result in the Landlord having to complete or re-construct some components of the work in order to achieve the standards of the Building, with the costs being charged to the Tenant.

The opinion in writing of the Landlord's Architect shall be binding on both the Landlord and Tenant on all matters of dispute regarding state of completion and workmanship of the Landlord's and the Tenant's improvements.

**Statutory
Declaration:**

On completion of Tenant's work, Tenant shall forthwith furnish to the Landlord two (2) statutory declarations, one from itself and one from its general contractor, each declaration stating that there

are no construction liens outstanding against the Premises or the Building on account of Tenant's work and that all accounts for work, service and materials have been paid in full with respect to all of Tenant's work, together with evidence in writing (from both the Tenant and the general contractor) satisfactory to the Landlord that all assessments under the Worker's Compensation Act have been paid.

**Discharge
of Liens:**

In accordance with the Lease, the Tenant shall promptly pay all charges incurred by or on behalf of the Tenant for any work, materials or services which may be done, supplied or performed at any time in respect of the Premises and shall, within five (5) days after notice thereof is given to the Tenant, discharge any liens arising therefrom at any time filed against the Premises or the Building or any part thereof.

**Tenant Coord-
ination Fee:**

The Tenant shall pay to the Landlord a "Tenant Coordination Fee" being the greater of \$1.00 per square foot of the Rentable Area of the Premises, or \$500.00. Such payment being in consideration of the Landlord's administration services and disbursements, project security, temporary services and utilities, washroom facilities, and loading dock access, all being provided during the Tenant's fixturing period. Such Tenant Coordination Fee shall be due and payable by the Tenant to the Landlord prior to occupancy.

April 1993

SCHEDULE "D"

RULES AND REGULATIONS

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The Tenant shall not permit in the Premises any cooking or the use of any apparatus for the preparation of food or beverages (except for the use of coffee makers, kettles, microwave ovens or refrigerators or where the Landlord has approved the installation of cooking facilities as part of the Tenant's Leasehold Improvements) nor the use of any electrical apparatus likely to cause an overloading of electrical circuits.
2. The sidewalks, entries, passages, corridors, lobbies, elevators and staircase shall not be obstructed or used by the Tenant, his agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the offices. The Landlord reserves entire control of the Common Area and all parts of the Development and the Land employed for the common benefit of the tenants.
3. The Tenant, his agents, servants, contractors, invitees or employees, shall not bring in or take out, position, construct, install or move any safe, business machine or other heavy office equipment without first obtaining the consent in writing of the Landlord. In giving such consent, the Landlord shall have the right in its sole discretion, to prescribe the weight permitted and the position thereof, and the use and design of planks, skids or platforms to distribute the weight thereof. All damage done in the Development by moving or using any such heavy equipment or other office equipment or furniture shall be repaid at the expense of the Tenant. The moving of all heavy equipment or other office equipment or furniture shall occur between 6:00 p.m. and 8:00 a.m. or any other time consented to by the Landlord and the persons employed to move the same in and out of the Development must be acceptable to the Landlord. Safes and other heavy office equipment will be moved through the halls and corridors only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the Development or carried in the elevators, except during hours approved by and scheduled through the Landlord. Only elevators so designated by the Landlord shall be used for deliveries of workmen and materials, furniture and other freight. The Tenant shall pay, as Additional Rent, any costs incurred by the Landlord in connection with the moving of the Tenant's equipment, furniture, etc.
4. All persons entering and leaving the Office Building at any time other than during Normal Business Hours shall register in the books kept by the Landlord at or near the entrance or entrances and the Landlord will have the right to prevent any person from entering or leaving the Office Building unless provided with a key to the premises to which such person seeks entrance and a pass in a form to be approved by the Landlord and provided at the Tenant's expense. Any persons found in the Office Building at such times without such keys or passes will be subject to the surveillance of the employees and agents of the Landlord. The Landlord shall be under no responsibility for failure to enforce this rule.
5. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Premises without the approval of the Landlord, which approval shall not be unreasonably withheld, and subject to any conditions imposed by the Landlord. Additional keys may be obtained from the Landlord at the cost of the Tenant.
6. The water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting from misuse shall be repaired at the cost of the Tenant by whom or by whose agents, servants or employees the same is caused. Tenants shall not let the water run unless it is in actual use, and shall not deface or mark any part of the Development, or drive nails, spikes, hooks or screws into the walls or woodwork of the Development. The Tenant shall not do anything which may damage the Development or the business done therein, shall keep the interior of the Premises at all times orderly and tidy and in a clean and sanitary condition, free from rubbish and dirt, shall store all trash and refuse within the Premises or such other location as may be specified by the Landlord from time to time, and arrange for the removal of such trash and refuse at the regular times specified by the Landlord for such removal and such other times as may be approved by the Landlord. The Tenant shall not dispose of any trash or refuse in or about the Office Building or the Development except in any location as may be specified by the Landlord or cause, permit or suffer any noises or odours to emanate from the Premises which in the Landlord's sole opinion are unusual or objectionable.
7. No one shall use the Premises for sleeping apartments or residential purposes, or for any illegal purpose, or for the storage of personal effects or articles other than those required for business purposes.
8. Canvassing, soliciting and peddling in the Office Building or Common Areas are prohibited.
9. Any hand trucks, carry-alls, or similar appliances used in the Development shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
10. No animals or birds shall be brought into the Development.
11. The Tenant shall not install or permit the installation or use of any machine dispensing goods for sale in the Premises or the Development or permit the delivery of any food or beverages to the Premises without the approval of the Landlord or in contravention of any regulations made by the Landlord. Only persons authorized by the Landlord shall be permitted to deliver or to use the elevators in the Development for the purpose of delivering food or beverages to the Premises. The Landlord acknowledges that the Tenant, acting reasonably, will be permitted to have small quantities of food and beverages delivered to the Premises provided such delivery does not interfere with traffic flow to the Office Building and with the Office Building operation.

12. The Tenant shall not perform any acts or carry on any practice which may damage the Development or the Common Areas or be a nuisance to any tenant in the Office Building or the Development.
13. The Tenant shall keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises.
14. The Tenant shall not use or permit the use of any objectionable advertising medium such as without limitation, loud speakers, stereos, public address systems, sound amplifiers, radio broadcast or television apparatus within the Development which is in any manner audible or visible outside of the Premises.
15. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes, conduits, telephonic, telegraphic, electronic wire service or other connections shall be installed in the Premises without the prior written approval of the Landlord.
16. The Tenant shall not, except with the prior written consent of the Landlord, install any blinds, drapes, curtains or other window coverings in the Development and shall not remove, add to or change the blinds, curtains, drapes or other window coverings installed by the Landlord from time to time. So that the Development may have a uniform appearance from the outside, the Tenant shall co-operate with the Landlord in keeping window coverings open or closed at various times as the Landlord may reasonably, from time to time, direct.
17. The Tenant shall not use any janitor, telephone or electrical closets for anything other than their originally intended purposes.
18. The Tenant shall abide and be bound by the Security Services in force in the Development from time to time. For the purpose of this clause, the term "Security Services" shall mean all aspects of security for the Development and the Lands, including equipment, procedures, rules and regulations pertaining to such security.
19. No public or private auction or other similar type of sale of any goods, wares or merchandise shall be conducted in or from the Premises.
20. Nothing shall be placed on the outside of window sills or projections of the Premises, nor shall the Tenant place any air-conditioning unit or any other equipment or projection so that it will project out from the Premises. The Tenant may not install air-conditioning equipment of any kind in any part of the Premises without the prior written consent of the Landlord.
21. All glass and trimmings in, upon or about the doors and windows of the Premises shall be kept whole, and whenever any part thereof shall become broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Landlord and shall be paid for by the Tenant as Additional Rent.
22. No bicycles or other vehicles shall be brought within the Development except as specifically designated by the Landlord.
23. No inflammable oils or other inflammable, dangerous or explosive materials shall be brought into the Development or kept or permitted to be kept in the Premises.
24. In the event the Premises are used for restaurant or food handling purposes, the Tenant shall, at its expense:
 - (a) carry out at least monthly a roach spraying program, and provide evidence thereof to the Landlord, and
 - (b) clean all exhaust ducts at least twice yearly, and provide evidence thereof to the Landlord.

SCHEDULE "E" - LEASE AMENDMENT RIDER

The lease is amended as follows:

The sentence "This lease is made as of the 20th day of February, 1995" on page 1 of the Lease is deleted and replaced with "This lease is made as of the 4th day of December, 1995".

Section 1.2

Section 1.2 is deleted and the following is substituted in its place:

1.2 **Tenant:** FMR Systems Inc.
402 Consumers Road
North York, Ontario
M2J 1P8

(416) 499-1374 (Tel.)
(416) 499-1389 (Fax)

Section 1.4

Section 1.4 is amended as follows:

- (a) the number "12,000" is inserted after the word "of" on the second line; and
- (b) the words and symbols "(a Useable Area of square feet)" are deleted.

Section 1.5

Section 1.5 is deleted and the following is substituted in its place:

1.5 **Term:** 10 years, 0 months having a Term Commencement Date of June 1, 1996 and ending May 31, 2006. (Section 3.1)

Section 1.6

Section 1.6 is deleted and the following is substituted in its place:

1.6 **Gross Rent:** \$168,000 per annum computed at the annual rate of \$14.00 per square foot of Rentable Area, and payable monthly in advance in the amount of \$14,000 per month commencing on the Rent Commencement Date,
(Section 4.2)

Section 1.7

Section 1.7 is deleted and the following is substituted in its place:

1.7 **Additional Rents:** The following additional payments are payable as of and from the earlier of the Term Commencement Date or the date on which the Tenant opens for business in the Premises:

- (a) the Tenant's own business taxes;
- (b) the Tenant's proportionate share of any increases in the Realty Taxes for the Premises over the 1995 base year cost of \$5.73 per rentable square foot. Landlord shall advise Tenant of Tenant's proportionate share of such increase;
- (c) the cost of the electricity supplied to the Premises,

- (d) the reasonable cost of cleaning, maintaining and servicing all electric light fixtures in the Premises, including the cost of replacing light bulbs, tubes, starters and ballasts, and
- (e) Additional Services, if any, and pursuant to Section 4.7 hereof.

Section 1.8

Section 1.8 is deleted and the following is substituted in its place:

- 1.8 **Deposit:** The Tenant warrants that it has deposited \$25,000 with J. J. Barnicke Limited to be applied as provided in Section 4.3 hereof.

Section 1.9

Section 1.9 is deleted and the following is substituted in its place:

- 1.9 **Rent Commencement Date:** October 1, 1996 (Section 4.1)

Section 1.10

Section 1.10 is amended by adding the following thereto:

"None"

Section 2.2

Section 2.2 is amended by adding the following thereto:

"Landlord and Tenant agree that Tenant shall have the right to use the Premises for general office purposes, including computer software and hardware system support, staging and assembly."

Section 2.6(b)(vi)

Subsection 2.6(b)(vi) is amended by adding the following to the beginning of the section:

"Subject to the Landlord's obligation to provide parking at no additional cost as set out in section 16.1 of Schedule "E" hereto,"

Section 2.6 (b) (viii)

Section 2.6 (b) (viii) is added after section 2.6 (b) (vii), as follows:

Notwithstanding the foregoing, Tenant shall be allowed to deliver no more than ten (10) regular sized personal computers to and from the Premises through the Common Areas per day (the "Deliveries").

Tenant agrees to co-ordinate the Deliveries to avoid peak periods of pedestrian traffic through the Common Areas and the elevators. Tenant agrees that shipments of personal computers to and from the Premises in excess of the Deliveries shall require the prior approval of the Landlord, acting reasonably. Tenant shall immediately comply with any reasonable directives or requirements of the Landlord related to the manner in which the Deliveries are being conducted.

Section 3.5

Section 3.5 is amended by deleting the word "twice" from the fourth line.

Section 4.2

Section 4.2 is deleted and the following is substituted in its place:

- 4.2 **Gross Rent:** The Tenant shall pay Gross Rent in the amount set out in Section 1.6, which shall be payable in advance in equal consecutive monthly instalments commencing on the Rent Commencement Date. For the purposes of this lease, all references to "Basic Rent" shall be deemed to mean "Gross Rent" referred to in Section 1.6 hereof.

Section 4.3

Section 4.3 is deleted and the following is substituted in its place:

- 4.3 **Deposit:** The Tenant warrants that it has deposited the amount set out in Section 1.8 hereof with J. J. Barnicke Limited, and that the deposit shall be applied on account of the payment of Rent for the first 1.8 months following the Rent Commencement Date.

Section 4.4

Section 4.4 is amended by:

- (a) deleting subsection (a) and inserting the following in its place:
- (a) The Tenant shall pay to the Landlord Tenant's proportionate share of any increase in the Realty Taxes assessed against (or allocated in respect to) the Premises over and above the 1995 base year cost of \$5.73 per rentable square foot on the basis of the assessments for realty tax purposes, or as reasonably allocated by the Landlord and commencing on the Term Commencement Date (the "Realty Tax Increases"). On or before the Term Commencement Date and the commencement of any Fiscal Year in which the Term falls, the Landlord shall estimate the Realty Tax Increases to be assessed (or allocated) against the Premises. The Tenant shall pay to the Landlord in equal monthly instalments in advance on the first day of each month a sum on account of the Realty Tax Increases based on the Landlord's estimates.
- (b) for the purposes of subsection 4.4(b), (c) and (d), the words "Realty Taxes" shall be deemed to mean "Realty Tax Increases" as defined in subsection 4.4(a).

Section 4.5

For the purposes of this lease, Section 4.5 is deleted in its entirety.

Section 4.6

Section 4.6 is deleted and the following is inserted in its place:

- 4.6 **Utilities - Electricity:** The Tenant shall pay the cost of all electricity supplied to the Premises commencing on the earlier of the Term Commencement Date or the date on which the Tenant opens for business in the Premises, in such amounts as reasonably determined by Landlord and billed monthly, in advance. The amount of such cost shall be based on the Landlord's reasonable estimate for the quantities of utilities supplied, multiplied by the average unit costs to the Landlord for such utilities. The Tenant shall if requested by the Landlord or may, if it desires, install at the Tenant's own expense meters to measure the amount of any utilities supplied, and the Landlord shall employ the resulting metered quantities in lieu of estimated consumption.

Section 6.7(a)

Section 6.7(a) is amended by adding the following thereto:

"Landlord shall provide a one-time allowance, payable on the occupancy of Tenant, in an amount not to exceed \$4.00 per rentable square foot (or \$48,000) exclusive of G.S.T., as compensation to Tenant for the costs of wiring, installation and relocation. Upon receipt of payment by the Landlord, Tenant's right to any further or other payments shall expire. Tenant shall be allowed access to and vacant possession of the Premises from the date of this Lease for the purposes of installation of leasehold improvements and the commencement of business operations. It is agreed that all of the terms and conditions of this lease shall apply during any period of occupancy by the Tenant prior to the Term Commencement Date, save and except for the obligation of the Tenant to pay Gross Rent. It is further agreed that neither the Landlord or the Tenant shall have any obligation whatsoever to carry out any work to separate the Premises from the remainder of the sixth floor until a lease has been executed for the remaining space, or portion thereof, as the case may be."

Section 6.7(e)

Section 6.7(e) is deleted in its entirety.

Section 6.8(b)

Section 6.8(b) is deleted and the following is substituted in its place:

"At the expiry of the Term or any renewal or earlier termination of this Lease, Tenant shall be permitted to abandon without any obligation to remove all leasehold improvements, alterations, partitions and fixtures existing at the Term Commencement Date or thereafter installed by Tenant with the consent of the Landlord."

Section 6.11

Section 6.11 is amended by adding the following thereto:

Tenant shall have the right to erect a sign at the entrance to the Premises provided that:

- (i) Tenant is not in default under the terms of the lease,
- (ii) Tenant has received the prior approval of Landlord concerning the proposed type, size, design and location of the sign, such approval not to be unreasonably withheld,
- (iii) Tenant has used all reasonable care to ensure that the sign does not interfere with the operation of the Office Building, other tenants in the Office Building and/or their business operations, and customer access to the Premises and to the other offices in the Office Building, and
- (iv) In addition to the provisions of Section 9.9 hereof, Tenant hereby covenants and agrees that it shall indemnify and save harmless Landlord from any and all actions, suits, costs, losses, charges, damages and expenses arising out of or in connection with the sign.

Section 7.7

Section 7.7 is amended by deleting the words "whether or not due to" from the third line of the second paragraph and inserting the following in their place, "unless such damage is caused by the".

Section 8.2

Section 8.2 is amended by deleting the entirety of the remainder of the section which begins with the symbols and words ", or (b) the Landlord elects to cancel....." on the fourth line thereof.

Section 8.3

Section 8.3 is amended by deleting the last sentence thereof.

Section 9.7

Section 9.7 is amended as follows:

- (a) by deleting the words "Notwithstanding that the Tenant shall be contributing to the Landlord's costs and premiums respecting such insurance," are deleted from the seventh line; and
- (b) by adding the following to the end of the section:

"Landlord agrees to obtain a waiver of subrogation in favour of Tenant, if such waiver is available. All costs and premiums associated with such waiver of subrogation shall be at the sole cost and expense of Tenant."

Section 9.8

Section 9.8 is amended by:

- (a) deleting the words and symbols "(whether or not such property has been entrusted to the Landlord, its agents, servants or employees)"
- (b) adding the following to the end of paragraph:

"Tenant hereby expressly waives Landlord's liability for loss, except in the event of the gross negligence or wilful misconduct of the Landlord, its agents, servants or employees which causes actual loss to the Tenant and for which Tenant has no insurance coverage available."

Section 13.3

Section 13.3 is amended by adding the following thereto:

Upon the written request of the Tenant and at Tenant's sole cost and expense, the Landlord agrees to use reasonable efforts to assist the Tenant in obtaining non-disturbance agreements from any existing or future Mortgagee of the Lands and Development.

Section 14.7

Section 14.7 is deleted in its entirety.

Section 16.1

Section 16.1 is deleted and replaced with the following:

- 16.1 **Parking:** During the Term, and so long as Tenant is FMR Systems Inc. and is itself in occupation of the Premises, Landlord shall provide at the ongoing election of the Tenant and at no cost to the Tenant:

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- (i) 20 parking identification passes to provide access to 20 unassigned, unreserved indoor parking spaces in the parking facility adjacent to the Building;
- (ii) 1 outdoor parking space at grade level and immediately adjacent to the west pedestrian entrance to the Building; and
- (iii) for greater certainty, the Landlord acknowledges that employees of Tenant, upon registration with management of the Shopping Centre, will be provided with identification passes to provide access to the restricted retail tenant parking areas of the Shopping Centre.

Section 16.2

Section 16.2 is amended by adding the words "Subject to the provisions of Section 16.1" prior to the words "the Tenant" at the beginning of the section.

Section 17.1

Section 17.1 is added, after Section 16.3, as follows:

- 17.1 Notwithstanding the provisions of Section 6.4 hereof, it is agreed that the Landlord shall, at no cost to the Tenant and prior to the Term Commencement Date:
- (a) provide the carpeting and all other leasehold improvements located in the Premises at the date of this lease;
 - (b) clean the carpet, paint the interior walls of the Premises and replace the ceiling tiles, all as necessary;
 - (c) close off the stairwell on the fifth floor and install a glass barrier with wood trim at the top of the stairs, on the sixth floor;
 - (d) provide double entry doors to the Premises; and
 - (e) relocate the double door entrance to the main meeting room to the north wall of the room.

Section 17.2

Section 17.2 is added, after Section 17.1, as follows:

17.2 Right of First Refusal: So long as:

- (i) Tenant is FMR Systems Inc. and is itself in occupation of and conducting business in the whole of the Premises in accordance with the terms of the lease;
- (ii) Tenant is not in default under the terms of the lease; and
- (iii) Landlord receives a bona fide offer to lease a portion of or the entirety of the remainder of the space on the floor (the "Offer"),

then Landlord on one occasion only shall notify Tenant and grant Tenant the right of first refusal to lease the space or an area greater than that contained in the offer to lease on the same terms and conditions as then exist under this lease except that the term of the lease for the additional space shall be coterminous with this lease. Tenant shall have 48 hours after receipt of such notice from Landlord within which to notify Landlord in writing that Tenant elects to exercise such right. If, within such 48 hour period, Tenant fails to notify Landlord of Tenant's election to exercise such right, Tenant's right to do so shall expire and this Section 17.2 shall cease to have any further effect. If such right is exercised by Tenant, Landlord shall prepare and the parties shall execute an agreement amending this lease to include the additional space with a commencement date regarding the additional space equal to or earlier than the commencement date contemplated in the Offer. If the Offer is not accepted and the space or any portion thereof remains vacant, Tenant's right of first refusal shall continue to be in effect only for that portion of the space not leased during the Term.

At any time during the Term, Tenant shall have the right to lease for the remaining portion of the Term a portion or the entirety of the remainder of the vacant space on the sixth floor of the Office Building, upon the giving of written notice to the Landlord, and upon the same terms and conditions as contained in this lease. If such notice is received by Landlord, Landlord shall prepare and the parties shall execute an agreement amending this lease to include the additional space with a commencement date regarding the additional space to be 60 days of the Landlord's receipt of such notice.

The parties agree that the right of first refusal contained in this section 17.2 pertains only to the sixth floor of the Office Building.

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE) FRIDAY, THE 31st DAY
MR. JUSTICE GROUND) OF OCTOBER, 2003

IN THE MATTER OF
THE BANKRUPTCY OF SLMsoft INC.

ORDER

THIS MOTION, made by Insight Venture Associates III, L.L.C. ("Insight Associates"), in its capacity as attorney-in-fact for the holders of certain debentures of SLMsoft Inc. ("SLM"), for an Order, *inter alia*, appointing Richter & Partners Inc. ("Richters") as Interim Receiver pursuant to section 46 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, (the "BIA"), and receiver and manager under the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "CJA") without security, over the assets, property and undertaking of SLM, SLM Networks Corporation, SLM Technologies Inc., GSA Consulting Group Inc. and FMR Systems Inc. (collectively, the "Debtor") was heard this day at 393 University Avenue, Toronto;

ON READING the Petition for Receiving Order dated May 16, 2003, the Affidavit of Jeffrey Horing sworn October 21, 2003, the Fifth, Sixth and Seventh Reports of Schwartz Levitzky Feldman Inc., the Court appointed monitor of the Debtor (the "Monitor"), the Fourth, Fifth and Sixth Reports of Richters, the Court appointed independent monitor of the Debtor (the "Independent Monitor"), the consent of Richters to its appointment as Receiver, filed, and upon hearing the submissions of counsel for Insight Associates, the submissions of counsel for SLM, the submissions of counsel for the Monitor, the submissions of counsel for the Independent Monitor, the submissions of counsel for the Canada Customs & Revenue Agency (the "CCRA"), the submissions of counsel for Ernst & Young Inc., in its capacity as trustee in bankruptcy of Rampart Securities Inc., and the submissions of counsel for Molgov Holdings Inc.;

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged such that this Motion is properly returnable today and that further service thereof is hereby dispensed with.

2. THIS COURT ORDERS that effective as of 12:01 a.m. Eastern Daylight Time on the date hereof, without requirement to post security, Richters is hereby appointed interim receiver pursuant to section 46 of the BIA and receiver and manager pursuant to the CJA (collectively, the "Receiver") of all of the current and future property, assets and undertaking of the Debtor, wherever situate including the proceeds thereof (collectively, the "Property"), with power to act at once as directed herein, subject to further Order of this Court and to the extent permitted herein.

ACCESS; NON-DISTURBANCE

3. THIS COURT ORDERS that the Debtor, its present and former officers, directors, solicitors, agents, custodians, managers, employees, servants, limited partners, shareholders, members, contractors, and any persons acting on their instructions or behalf including, without limitation, and all present and former accountants thereof or legal counsel thereto, the Monitor and its legal counsel and all other persons having notice of this Order (collectively, the "Affected Persons"), shall forthwith co-operate fully with the Receiver in the exercise of its authorities and powers and the fulfilment of its duties hereunder and shall grant access to the Property of every nature and kind whatsoever, wheresoever situate, to the Receiver including, without limitation: (a) all monies, cash on hand, cheques, post-dated cheques and remittances of any kind relating to the Property; (b) all books, bank account numbers and statements, securities, documents, contracts, tenancy agreements, deeds, engineering drawings, papers, records, computer records (including computer facilities, source codes and access codes) and accounts of every kind relating thereto; and (c) any other records, approvals, permits, licenses and information of every kind and nature relating to the Property or the businesses carried on by the Debtor (collectively, the "Books and Records"), and to provide or permit the Receiver to make, retain and take away copies thereof, and to allow the Receiver immediate, continued and unrestricted access to the Property; and all of the aforesaid Affected Persons are hereby restrained and enjoined from disturbing or interfering with the Property or the Receiver

and with the exercise by the Receiver of its powers and the performance by the Receiver of its duties hereunder and, to the extent required to effect the provisions hereof, all Affected Persons are hereby relieved of the powers conferred on all Affected Persons by virtue of any office or position they may hold relating to the Debtor. All persons having notice of this Order shall permit the Receiver to have access to any premises where any books and records are held or maintained by or on behalf of the Debtor relating to or touching upon the Property or the business and affairs of the Debtor.

4. THIS COURT ORDERS that if any of the Debtor's records relating to the Property are stored in a computer (which term shall include any electronic data processing system whether in the possession of the Debtor or a third party including, without limitation, internet service providers ("ISP")) accessible to any of the persons referred to in paragraph 3 of this Order, such persons shall, at the request of the Receiver, give the Receiver access to and assistance in retrieving such information in such manner as the Receiver, in its discretion, considers reasonable and expedient.

5. THIS COURT ORDERS that, without limiting the generality of the foregoing paragraph, the Receiver shall be at liberty and is hereby authorized and empowered, but is not obligated, to take such steps on behalf of and in the name of the Debtor as it deems appropriate in respect of the Property, including, without limitation, any or all of the following, without the necessity for any further Order of the Court:

- (a) to take possession of all or any part or parts of the Property and any receipts and disbursements arising out of or from the Property;
- (b) to take such steps as in the opinion of the Receiver are appropriate to receive, preserve, protect, maintain control of, liquidate and realize upon the Property, or any part or parts thereof, including taking steps for the preservation and protection of the Property, including, without restricting the generality of the foregoing, to change locks and security codes, relocate Property to safeguard it, engage independent security personnel, take physical inventories, and place insurance coverage as may be necessary or desirable;

- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, pay creditors of the Debtor, cease to carry on any part of the business or cease to perform any contracts of the Debtor;
- (d) to engage any of the former employees of the Debtor on a temporary basis;
- (e) if it deems appropriate to initiate, prosecute and continue the prosecution of any and all actions, applications, administrative hearings, arbitrations or proceedings as may in its judgment be necessary or desirable to properly receive, preserve, protect or realize upon the Property and to secure payment of rent and accounts from the Property, to defend all applications, proceedings, actions, administrative hearings or arbitrations now pending or hereafter instituted against the Debtor or the Receiver, the prosecution or defence of which will, in the judgment of the Receiver, be necessary to properly receive, protect, preserve or realize on the Property or to protect the administration by the Receiver of the Property, and to settle or compromise any such actions, applications, proceedings, administrative hearings or arbitrations which in the judgment of the Receiver should be settled or compromised, with any such settlement or compromise being subject to the approval of the Court. The authority hereby conveyed shall extend to such appeals or applications for judicial review as the Receiver shall deem proper and advisable in respect of any order or judgment pronounced in any such application, proceeding or action, administrative hearing or arbitration. With respect to the litigation in Court File No. 31-OR-206788T, of which the Debtor is a party, the Receiver shall convene a case conference no later than January 15, 2004 to speak to a timetable for the litigation;
- (f) to receive, collect and attorn all monies, accounts and deposits now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor

in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to obtain such appraisals or valuations of the Property or any part thereof as the Receiver may, in its discretion, deem appropriate;
- (h) to market any or all of the Property and solicit offers to purchase the Property or any part or parts thereof, including without limitation any shares of the Debtor's subsidiaries whether directly or indirectly through agents, auctioneers or liquidators, whether for cash or on credit, privately or otherwise, and to negotiate the terms and conditions of sale as the Receiver may deem appropriate;
- (i) to sell, transfer or assign, whether on credit, by private tender, public auction or otherwise, or to lease or mortgage the whole of the Property or any part or parts thereof out of the ordinary course of business, with the approval of this Honourable Court first having been obtained in respect of any sale in which the gross sale price exceeds \$250,000 in aggregate, no approval of this Honourable Court being required for any such transactions in which the aggregate gross sale price is less than or equal to \$250,000, and in any case without compliance with the provisions of Part V of the *Personal Property Security Act*, R.S.O. 1990, c. P-10, or the provisions of the *Mortgages Act* R.S.O. 1990 c. M-40, as amended, or any other notice, statutory or otherwise, which a creditor or other party may be required to issue in order to dispose of collateral, in respect of which notices the Receiver is hereby relieved;
- (j) to apply for any vesting order or orders necessary to convey any or all of the Property to a purchaser or purchasers, free and clear of any liens or encumbrances affecting the Property;
- (k) to complete or partially complete such repairs and improvements on the Property as the Receiver may, in its discretion, deem appropriate;

- (l) to engage or retain such agents, consultants, experts, advisors, professionals, solicitors and counsel, as the Receiver may consider necessary or advisable in connection with the exercise of the Receiver's powers and the performance of its duties hereunder;
- (m) to extend the time for payment of any monies now or hereafter due or owing to the Debtor pertaining to the Property, with or without security, and to settle or compromise any such indebtedness, with any such settlement being subject to the approval of the Court;
- (n) to assume any contracts, licences, approvals or permits to which the Debtor is a party or refrain from assuming same;
- (o) to execute, sign, issue, endorse or negotiate in the name of and on behalf of the Debtor, cheques, leases, bills of sale, transfers of land, conveyances, deeds, contracts, bills of lading and documents of whatever nature necessary or incidental to the exercise of the powers granted herein;
- (p) to purchase or lease such machinery, equipment, premises or other assets or supplies as may be necessary or desirable in the opinion of the Receiver to receive, manage, preserve, protect or realize upon the Property or any part or parts thereof;
- (q) to vote any shares and exercise any rights which the Debtor may have as a shareholder with respect to any shares;
- (r) to abandon or surrender all or any part of the Property, including leased premises, in which case only the pro-rated portion of the occupation costs shall apply;
- (s) to report to this Honourable Court from time to time as it deems appropriate or as this Honourable Court may direct and to make recommendations to the Court in respect of the exercise of its duties and to such other matters as may be relevant for the proceedings herein; and

- (t) to take any steps, enter into any agreements or incur any obligations necessary or incidental to the exercise of the aforesaid powers and to disclaim, terminate or otherwise refuse to carry out any agreement of the Debtor in connection therewith.

6. THIS COURT ORDERS that all persons, firms, or corporations, governments, governmental agencies or authorities and other entities of any kind or nature including without limitation all Affected Persons (collectively, the "Persons" and each a "Person") be and they are each hereby restrained and enjoined without the prior written consent of the Receiver or until further order of this Court on ten (10) days' notice to the Receiver from varying, amending, terminating, cancelling or breaching any contracts or agreements with the Debtor in existence as of the date of this Order.

7. THIS COURT ORDERS that, without limiting the generality of the provisions hereof, no Person claiming an interest in the Property or any part or parts thereof shall be at liberty to exercise any rights in respect of such interest, including without limitation a right to possession of such Property or any part or parts thereof, except with the prior written consent of the Receiver or with leave of this Court being first obtained on at least seven (7) days' notice to the Receiver.

8. THIS COURT ORDERS that no demands, actions, motions, applications, steps, registrations, perfections, administrative proceedings, self-help remedies, grievances, or any other acts, proceedings or private remedies whatsoever in respect of the Property or the businesses of the Debtor or against the Debtor or the Receiver in its personal or representative capacity, or any of the Receiver's agents, including without limitation, the enforcement of security, liens or collection of any debt or liability, the exercise of any landlord's right to distrain or terminate any lease, the acceleration, amendment or termination of any permit, licence, approval, permission or contract, including, without limitation, any contract of insurance of the Debtor or in which the Debtor is named or from which the Debtor may derive a benefit, the exercise of any right of set-off, the exercise of any construction, mechanics, repair, storage or other lien, or the commencement or continuation of any proceedings under any Labour and Employment Laws (as hereinafter defined), shall be taken or continued against the Debtor or the

Receiver without the prior written consent of the Receiver or leave of this Court being first obtained upon not less than seven (7) days' notice to the Receiver;

9. THIS COURT ORDERS that without limiting the generality of any of the provisions hereof, all Persons, including without limitation all utilities, landlords, suppliers, subcontractors, information system providers and equipment lessors, be and they are hereby restrained and enjoined from varying, amending, terminating, cancelling or breaching any agreements with the Debtor or relating to the Property. In addition, all Persons are enjoined from disturbing, discontinuing, cutting off or interfering with utility or other services, including but not limited to the furnishing of fuel, gas, oil, heat, electricity, garbage collection, water, cable television, computers, telephones and telecopiers, computer hardware and software support, electronic, internet, electronic mail or any other utilities of like kind, furnished up to the present date to the Debtor whether in the Debtor's name or in the name of another in respect of any of the Property. All Persons are hereby restrained and enjoined from terminating or cancelling agreements with, or cutting off, discontinuing or altering any such utilities or services to the Debtor or relating to the Property, subject to the obligation of the Receiver to pay for such utilities or services provided to the Receiver subsequent to the occupation by the Receiver of the premises to which the utilities or services are supplied at the normal prices charged to the Debtor immediately prior to the making of this Order without charging standby fees, deposits or similar charges, except with the prior written consent of the Receiver or upon further Order of this Court on at least seven (7) days' notice to the Receiver.

10. THIS COURT ORDERS that without limiting the generality of any of the provisions hereof, all Persons be enjoined and they are hereby restrained from interrupting, terminating, altering, delaying or suspending performance of, withholding any progress payment, claiming any offset or deduction or diminution of liability or responsibility, or in any way interfering with the payment and performance of any contracts, leases, agreements or arrangements, whether written or oral, or with payment of any monies due or to become due to the Debtor or relating to the Property.

11. THIS COURT ORDERS that all Persons shall continue to perform and observe all terms, conditions and provisions contained in any agreement with the Debtor in respect of any of the Property, subject to the obligation of the Receiver as provided herein to pay for goods and

services requested by the Receiver to be supplied to the Receiver at normal prices, for the period commencing with the date of this Order, and all Persons are restrained from disturbing or otherwise interfering with the possession, use or occupation, as the case may be, by the Receiver of any of the Property.

NO SALE OR TRANSFER

12. THIS COURT ORDERS that by the granting of this Order, there shall not be deemed to be a change of control of the Debtor, nor shall the businesses of the Debtor be or be deemed to have been, or treated as having been, sold or transferred, but rather, such business or businesses will continue to be the business(es) of the Debtor until sold, in whole or in part, to a third party purchaser other than the Receiver.

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. Notwithstanding the appointment of the Receiver or the exercise of any of its powers or the performance of any of its duties hereunder, or the use by the Receiver of any person in connection with its appointment and the performance of its powers and duties hereunder for the purpose of preserving, protecting and realizing upon the assets of the Debtor by effecting a sale or sale of assets or of the business of the Debtors as a going concern or otherwise for the purpose of effecting an orderly liquidation of the Property, the Receiver is not and shall not be deemed or considered to be a successor employer, related employer, sponsor or payer with respect to any of the employees of the Debtor or any former employees within the meaning of the *Labour Relations Act* (Ontario), the *Employment Standards Act* (Ontario), the *Pension Benefits Act* (Ontario), the *Canada Labour Code*, the *Pension Benefits Standards Act* (Canada) or any other provincial, federal or municipal legislation or common law governing employment or labour standards (the "Labour and Employment Laws") or any other statute, regulation or rule of law or equity for any purpose whatsoever, or any collective agreement or other contract between the Debtor and any of its current or former employees. Further, by the granting of this Order, the business of the Debtor has not been and shall not be deemed to have been, nor treated as having been sold but, rather, such business will continue to be the business of the Debtor until sold, in whole or in part, to a purchaser other than the Receiver.

14. THIS COURT ORDERS that the issuance of this Order shall not subject the Receiver to any liability to any of the employees of the Debtor, or to any other person or entity, including, without limitation, any corporation, government or governmental agency, for any unpaid pension or benefit contributions or for any wages (as "wages" are defined in the *Employment Standards Act*, 2000 (Ontario) or any other Labour and Employment Laws), severance pay, termination pay, pay in lieu of notice, vacation pay, overtime pay, holiday pay, bonuses, gratuities, or any other employee benefit or accrued incentive or entitlement, union dues, assessments, remittances, taxes, or any amount whatever arising from the employment of the employees of the Debtor or the cessation or termination thereof whether pursuant to any Labour and Employment Laws, labour and employment contracts or otherwise, except for such wages as the Receiver may specifically agree in writing to pay.

15. THIS COURT ORDERS that the Receiver shall not make and shall not be liable for or to make any payment or contribution to or for any pension or benefits plan, and the Receiver shall not be considered an employer, sponsor or payor within the meaning of the *Pension Benefits Act* (Ontario) or the *Pension Benefits Standards Act* (Canada).

16. THIS COURT ORDERS that if the Receiver deems it necessary or advisable to make payment to the employees of the Debtor of any amounts on account of unpaid wages, severance pay, termination pay, vacation pay or any other employee benefit or accrued incentive and entitlement owing by the Debtor as at the date of this Order, the claims of the employees in respect of such amounts shall be deemed to have been assigned to the Receiver for the purpose only of the Receiver asserting a claim against the estates of the Debtor and, in the event of the bankruptcy of the Debtor, the Receiver shall be entitled to file one or more proofs of claim in respect of such amounts which shall be accepted by the Trustee as valid claims pursuant to subsection 136(1)(d) of the BIA.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to take care, ownership, operation, control, charge, occupation, possession, responsibility or management (separately and/or collectively, "Possession"), or require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management of any of the Property which may be environmentally contaminated, or a pollutant or a contaminant, or cause

or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, R.S.O. 1985, c.16 (4th Supp.), the *Environmental Protection Act*, R.S.O. 1990, c. E-19, the *Ontario Water Resources Act*, R.S.O. 1990, C. O-40, or the *Occupational Health and Safety Act*, R.S.O. 1990, C. O-1 and regulations thereunder (the "Environmental Laws"). The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Laws, unless it in fact takes Possession.

18. THIS COURT ORDERS that nothing herein contained shall vest in the Receiver the Possession, nor require the Receiver to take Possession, of any of the Property which may be environmentally contaminated or on which any pollutant, contaminant or other substance is or may become present, or from which any spill, discharge, release or deposit of a substance emanates contrary to any Environmental Laws, or which is the subject of any adverse environmental condition.

LIMITATION OF LIABILITY; RECEIVER'S CHARGE

19. THIS COURT ORDERS that the Receiver shall incur no personal liability or obligation as a result of its appointment or the fulfilment of its duties in carrying out the provisions of this Order save and except for any gross negligence or wilful misconduct on its part.

20. THIS COURT ORDERS that the Receiver be and is hereby indemnified out of the Property from and against all liabilities arising out of the performance of its duties as Receiver pursuant to the terms of this Order, save and except for any gross negligence or wilful misconduct on part of the Receiver with respect to such duties, and the Receiver shall have a charge on the Property for such indemnity (the "Receiver's Indemnity Charge") having the priority set out in paragraph 27 hereof. For greater certainty, the Receiver's Indemnity Charge shall be valid and effective with respect to the Property by virtue of this Order alone without registration or perfection in any jurisdiction.

21. THIS COURT ORDERS that the Receiver's fees and remuneration and any disbursements, expenditures, out-of-pocket expenses, operating costs, expenses and costs of realization made or incurred from and after the date of this Order, which shall be properly made or incurred by the Receiver in connection with the exercise of its powers and the performance of its duties hereunder, including without limitation any fees and disbursements of its counsel based on normal hourly rates, shall be allowed to the Receiver and its counsel in the passing of their accounts and shall form a charge on the Property (the "Receiver's Charge") having the priority set out in paragraph 27 hereof.

22. THIS COURT ORDERS that the Receiver shall be at liberty, from time to time, to pay costs and other expenses relating to the Property, including its own remuneration and disbursements and that of its legal counsel, from monies in its hands. Any amounts so applied against the Receiver's remuneration and expenses shall constitute advances against the amounts allowed on the passing of the Receiver's accounts. At the time that the Administration Charge is to be paid out of the distribution of the estate of the Debtor, the Receiver agrees to disgorge any portion of any payments of its own remuneration and disbursements, and that of its legal counsel, that may be required to result in the Administration Charge being paid on a *pari passu* basis with the Receiver's Charge.

23. THIS COURT ORDERS that the Receiver shall be at liberty and is hereby empowered to borrow monies without personal liability from time to time as it may consider necessary, not to exceed Four Hundred Thousand (\$400,000.00) Canadian dollars in principal amount in the aggregate, at such rate or rates of interest as it deems advisable and for such period or periods as it may be able to arrange, for the purpose of exercising its powers and performing its duties. The monies authorized to be borrowed and interest thereon shall form a charge on the Property (the "Receiver's Borrowing Charge") having the priority set out in paragraph 27 hereof.

24. THIS COURT ORDERS that the monies authorized to be borrowed by this Order may be evidenced by certificates substantially in the form of the draft certificate attached as Schedule "A" to this Order.

25. THIS COURT ORDERS that all monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Honourable Court, and all Receiver's Certificates representing the same or any part thereof, shall rank *pari passu*.

26. THIS COURT ORDERS that any security granted by the Receiver in connection with its borrowings shall not be enforced without leave of this Honourable Court first being obtained upon seven (7) days' notice to the Receiver.

PRIORITY OF CHARGES

27. THIS COURT ORDERS that the priority of the charges created by this Order, the charges created by the Order of the Honourable Mr. Justice Ground dated May 27, 2003 in Court File No. 03-CL-5013, as amended, (the "CCAA Order"), and amounts owing to the CCRA on account of arrears for source deductions (the "CCRA Arrears"), as between them, shall be as follows:

- (a) the CCRA Arrears;
- (b) the Receiver's Charge and the Administration Charge (as that term is defined in the CCAA Order), ranking *pari passu*;
- (c) the Receiver's Indemnity Charge;
- (d) the Receiver's Borrowing Charge and the DIP Lender's Charge (as that term is defined in the CCAA Order), ranking *pari passu*; and
- (e) the Directors' Charge;

ACCOUNTS

28. THIS COURT ORDERS that the Receiver shall pass its accounts from time to time and shall pay the balances in its hands as this Honourable Court may direct and for this purpose, the accounts of the Receiver and those of its counsel may be assessed by the presiding Commercial List Judge of this Court.

ADVICE; DIRECTIONS

29. THIS COURT ORDERS that the Receiver may, from time to time, upon two (2) days' notice or such lesser notice as is called for in the circumstances, to the Persons on the service list from time to time, apply for directions and guidance in the exercise of the Receiver's powers and the performance of its duties hereunder.

FURTHER PROCEEDINGS

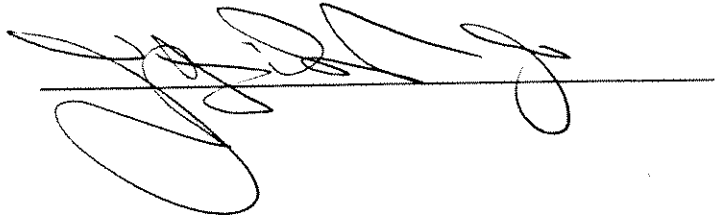
30. THIS COURT ORDERS that no person shall commence any proceedings concerning the affairs of the Debtor or the Receiver's performance or alleged failure to perform its duties under this Order, either in its personal or representative capacity, without first obtaining leave of this Honourable Court by motion made on not less than seven (7) days' notice to the Debtor and the Receiver.

31. THIS COURT ORDERS that this Honourable Court seeks the aid and recognition of any court or administrative body in Canada and any court or administrative body in any province or territory of Canada and any Canadian federal court or administrative, regulatory or governmental body and any federal or state court or administrative, regulatory or governmental body in any country where the Property is or may be located, including without limitation, the United States of America, Saudi Arabia, The Republic of the Ivory Coast, United Arab Emirates, China, India and Oman to act in aid of, or to be complementary in carrying out the terms of this Order pursuant to section 188 and section 268 of the BIA.

32. THIS COURT ORDERS that the Receiver shall be at liberty, and is hereby authorized and empowered to apply, upon such notice as it may consider necessary or desirable, to any other courts or tribunals in any other jurisdictions, both foreign and domestic, including any Province in Canada, the Federal Court and any foreign court, tribunal or administrative body in any country where the Property is or may be located, including without limitation, the United States of America, Saudi Arabia, The Republic of the Ivory Coast, United Arab Emirates, China, India and Oman for orders aiding, assisting or recognizing the appointment of the Receiver and confirming the powers of the Receiver in any other jurisdiction or jurisdictions, and all courts of all such jurisdictions, both foreign and domestic, are hereby respectfully requested to make such orders and provide such other aid, assistance and recognition to the Receiver, as an officer of this Court, as they may deem necessary or appropriate in furtherance of this Order or any subsequent Order in this proceeding.

33. THIS COURT ORDERS that any person affected by this Order may move on seven (7) days' notice to the Receiver, the parties and the persons on the service list from time to time to amend any provision of this Order.

34. THIS COURT ORDERS that any person who receives a copy of this Order and wishes to object to or amend any provision of this Order shall appear before this Court on November 12, 2003 or such later date as this Honourable Court shall have availability and provide notice to counsel for Insight Associates and the Receiver, at least three days prior to such hearing date, of their objection or requested amendment to any term of this Order, failing which all such persons will be deemed to have received adequate and sufficient notice of this application.

A handwritten signature in black ink, consisting of a series of loops and flourishes, is written over a horizontal line.

SCHEDULE "A"

AMOUNT \$●

RECEIVER CERTIFICATE NO. ●

1. THIS IS TO CERTIFY that Richter & Partners Inc., the Receiver (the "Receiver") of the assets, property and undertaking of SLMsoft Inc. ("SLM"), SLM Networks Corporation, SLM Technologies Inc., GSA Consulting Group Inc. and FMR Systems Inc., as appointed by Order of the Ontario Superior Court of Justice, the 31st day of October, 2003 made in an action having Court File No. 31-OR-207039-T (the "Order"), acknowledges that as Receiver it is indebted to _____ (the "Lender") on account of this certificate in the maximum principal sum of \$●, which the Receiver is authorized to borrow under and pursuant to the Orders.
2. The principal sum which may from time to time be outstanding on account of this certificate is payable on demand with interest thereon calculated and payable monthly on the ● day of each and every month at the rate of 10% per annum (both after as well as before demand) to the date of payment. The first payment of interest shall be calculated for the period commencing ● and shall be payable on the ● of ●.
3. The principal sum with interest thereon is by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Orders or to any further order of the Court, the Receiver shall have a charge on the Property having the priority described in paragraph 27 of the Order.
4. The Receiver may borrow and the Lender may advance on account of this certificate such principal sums as the Receiver may require; provided that the principal outstanding shall at no time exceed four hundred thousand (\$400,000) dollars.
5. All sums payable in respect of principal and interest under this certificate are payable at ●.
6. Until all liability in respect of this certificate shall have been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the Lender, without the prior written consent of the Lender.

7. All liability in respect of the whole or any part of the principal sum for which this certificate is issued and interest thereon shall at any time or from time to time be terminated on tender to the Lender of the outstanding balance of the principal sum together with interest accrued thereon to the date of tender.

8. The Charge shall operate so as to permit the Receiver to deal with the Property and all other assets and property coming under the control of the Receiver as authorized by the Order and as authorized by any further or other order of the Court.

9. Notwithstanding any other provisions hereof, the Charge created hereby shall not cease to operate or be or be deemed to be void by reason of the principal sum outstanding hereunder becoming or being zero at any time or from time to time.

11. The Receiver does not undertake and it is not under any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ● day of ●, 2003.

RICHTER & PARTNERS INC. in its capacity
as Court-Appointed Receiver of the assets,
property and undertakings of SLMsoft Inc. and
certain related companies, without personal
liability

By:

Name:

Title:

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List
Proceeding Commenced at Toronto**

ORDER

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