

REPRESENTATIONS AND WARRANTIES

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Attached is a sample version of certain representations and warranties that have been used on a few separate share purchase agreements which are being provided for illustrative purposes only.

Confidential information and proprietary business items have been removed as have additional provisions such as defined terms which may significantly differ between transactions.

ARTICLE I
REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to the Purchaser as follows:

- (a) **Contractual and Regulatory Approvals.** Except as specified in Schedule *, neither the Vendor nor the Corporation is under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no Authorizations of, or notifications to, any Governmental Agency are required to be obtained by the Vendor or the Corporation:
- (i) in connection with the execution, delivery or performance by the Vendor or the Corporation of this Agreement or any other agreement contemplated hereby to be entered into by the Vendor or the Corporation or the completion of any of the transactions contemplated herein or therein;
 - (ii) to avoid the loss of any material Authorization held by the Corporation as a result of the execution of this Agreement or the completion of the transactions contemplated herein;
 - (iii) to avoid the breach of any material Contract to which the Corporation is a party as a result of the execution of this Agreement or the completion of the transactions contemplated herein; or
 - (iv) in order that the authority, right and qualification of the Corporation to carry on the Business as currently conducted in the ordinary course and in the same manner as presently conducted remains in good standing and in full force and effect as of and immediately following the Closing Date.
- (b) **Execution and Binding Obligation.** Each of this Agreement and any other agreement contemplated hereby to be entered into has been or will be duly executed and delivered by the Vendor or the Corporation, as applicable, and constitutes or will constitute a legal, valid and binding obligation of the Vendor or the Corporation, as applicable, enforceable against it in accordance with the terms thereof, subject only to any limitation under applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights; and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) **Title to Purchased Shares.** The Vendor is the registered owner of the Purchased Shares, free and clear of all Encumbrances. Such Purchased Shares are validly

issued and outstanding as fully paid and non-assessable shares in the share capital of the Corporation.

- (d) **No Other Agreements to Purchase.** Except for the Purchaser's rights under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition of any shares or securities (including unissued shares) in the capital of the Corporation including the Purchased Shares. No Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition of assets of the Corporation.
- (e) **Validity of Agreement.** The execution, delivery and performance by each of the Vendor and, to the extent applicable, its general partner and the Corporation of this Agreement and any other agreement contemplated hereby and the completion of the transactions contemplated hereby and thereby, including the sale and transfer of the Purchased Shares:
 - (i) have been duly authorized by all necessary action on the part of the Vendor and the Corporation;
 - (ii) do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of its constating documents or by-laws; and
 - (iii) will not result in the violation of any Law.
- (f) **Minute Book.** The minute books of the Corporation contain true and complete copies of the articles, by-laws, registers of directors, shareholders and securities and resolutions and minutes of all meetings of the shareholders and directors of the Corporation. The Corporation is not subject to any shareholders' agreement other than the Unanimous Shareholders Agreement.
- (g) **Authorized and Issued Capital.** Immediately prior to the consummation of the purchase and sale of the Purchased Shares, the authorized and issued share capital of the Corporation will be as set forth in Schedule *. No shares or other securities of the Corporation have been issued in violation of any Laws or the articles, by-laws or other constating documents of the Corporation or the terms of any shareholders' agreement, the pre-emptive rights of any Person or any agreement to which the Corporation is a party or by which the Corporation is bound.
- (h) **Financial Statements.** The Financial Statements have been prepared in accordance with GAAP, applied on a basis consistent with previous fiscal years, are true, correct and complete in all material respects and present fairly the assets, liabilities and financial condition of the Corporation as at the date thereof and the

results of operations and cash flow for the period to which such financial statements relate.

- (i) **Subsidiaries and Other Interests.** The Corporation has no subsidiaries and does not own any securities issued by, or any equity or ownership interest in, any other Person. The Corporation is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person.
- (j) **Partnerships or Joint Ventures.** The Corporation is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind or a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.
- (k) **Status and Licenses.**

- (i) The Corporation is a body corporate duly continued and validly existing in all respects. The Corporation has all necessary corporate power and capacity to own its properties and assets and to carry on its business as it is now being conducted.
- (ii) The Vendor is a corporation under the laws of the Province of Saskatchewan. The Vendor has all necessary power and capacity to own its properties and assets and to carry on its business as it is now being conducted.
- (iii) The Corporation is duly licensed, registered and qualified to carry on its business as it is now being conducted, is up-to-date in the filing of all required notices and filings and is otherwise in good standing in each jurisdiction in which:
 - (A) it owns or leases property; or
 - (B) the nature or conduct of its business or any part thereof, or the nature of its property or any part thereof, makes such qualification necessary to enable its business to be carried on as now conducted or to enable its property and assets to be owned, leased and operated by it, in each case, except where the failure to be so licensed, registered or qualified to carry on business would not be reasonably expected to result in a Material Adverse Change.

All of the Licenses are listed in Schedule * and are valid and subsisting. The Corporation is, and at all times has been, in compliance with all material terms and conditions of its Licenses. There are no proceedings in progress or, to the best of the knowledge of the Vendor, threatened, that could result in the revocation, cancellation or suspension of any of

the Licenses. The business currently carried on by the Corporation is limited to the Business.

- (l) **Compliance with Agreements.** The execution, delivery and performance of this Agreement and any other agreement contemplated hereby to be entered into by the Corporation and the completion of the transactions contemplated hereby and thereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of the Corporation under:
 - (i) subject to obtaining the contractual consents referred to in Schedule *, the terms of any Contract to which the Corporation is a party or by which it is bound; or
 - (ii) subject to obtaining the Authorizations referred to in Schedule *, any term or provision of any of the Licenses or any order, approval or judgment of any Governmental Agency or any Laws.
- (m) **Financial Records.** All material financial transactions of the Corporation have been recorded in the financial books and records of the Corporation in accordance with good business practice, and such financial books and records fairly reflect the basis for the assets, liabilities and financial condition of the Corporation.
- (n) **Liabilities.** There are no liabilities of the Corporation of any kind whatsoever other than:
 - (i) liabilities the net effect of which were disclosed or reflected in or provided for in the Financial Statements;
 - (ii) current liabilities incurred since the date of the Financial Statements which were incurred in the ordinary course of business;
 - (iii) other liabilities disclosed in this Agreement or in the Schedules.
- (o) **Title to Assets.** Except as disclosed in Schedule *, the Corporation is the owner of and has good and marketable title to all of its properties and assets, including without limitation, the properties and assets reflected in the Financial Statements and all properties and assets acquired by the Corporation since the date of the Financial Statements, free and clear of all Encumbrances whatsoever, except for:
 - (i) the properties and assets disposed of, utilized or consumed by the Corporation since the date of the Financial Statements in the ordinary course of business; and
 - (ii) the Permitted Encumbrances.
- (p) **Compliance with Laws.** The Corporation is conducting and has always conducted the Business in compliance with all applicable Laws, other than acts of non-compliance which, individually or in the aggregate, are not material.

- (q) **Absence of Certain Changes or Events.** Since the date of the Financial Statements:
- (i) the Corporation has not suffered any Material Adverse Change; and
 - (ii) the Corporation has conducted the Business substantially in the ordinary course of business and consistent with past practice.
- (r) **Commitments for Capital Expenditures.** The Corporation has not committed to make any capital expenditures in excess of the budgeted amount or authorized any capital expenditures in excess of the budgeted amount which have not been fulfilled or paid except as disclosed in Schedule *.
- (s) **Dividends and Distributions.** Except as disclosed in Schedule *, since the date of the Financial Statements, the Corporation has not declared or paid any dividend or made any other distribution in respect of any of its capital, or redeemed or purchased or otherwise acquired any of its capital, or reduced its authorized capital or issued capital, or agreed to any of the foregoing.
- (t) **Tax Matters.**
- (i) The Corporation has and on the Closing Date will have duly and on a timely basis prepared and filed all Tax Returns required to be filed by it prior to the date hereof and such Tax Returns are and will be complete and correct in all material respects.
 - (ii) The Corporation has and on the Closing Date will have paid all Governmental Charges which are due and payable by it on or before the Closing Date. Adequate provision was made by the Corporation in the Financial Statements for all Governmental Charges for the period covered by the Financial Statements. The Corporation has no liability for any Governmental Charges other than those provided for in the Financial Statements and those arising in the ordinary course of business since the date of the Financial Statements. The Corporation has, and on the Closing Date will have, made adequate and timely installments of Governmental Charges required to be made.
 - (iii) The Corporation has, and on the Closing Date will have, withheld from each payment made to any of its past and present shareholders, directors, officers, employees and agents the amount of all Governmental Charges and other deductions required to be withheld and has, and on the Closing Date will have, paid such amounts when due, in the form required under the appropriate legislation, or made adequate provision for the payment of such amounts to the proper receiving authorities. The amount of Governmental Charges withheld but not remitted by the Corporation will be retained in the appropriate accounts and will be remitted by the Corporation to the appropriate authorities when due.

- (iv) The Corporation has, and on the Closing Date will have, collected from each receipt from any of the past and present customers (or other Persons paying amounts to the Corporation) the amount of all Governmental Charges (including goods and services Governmental Charges and provincial sales Governmental Charges) required to be collected and has and on the Closing Date will have paid and remitted such Governmental Charges when due, in the form required under the appropriate Law or made adequate provision for the payment of such amounts to the proper receiving authorities. The amount of Governmental Charges collected but not remitted by the Corporation will be retained in the appropriate accounts and remitted by the Corporation to the appropriate authorities when due.
- (v) There are no circumstances existing which could result in the application of Section 160 of the ITA or any equivalent provision under applicable provincial Laws to the Corporation.
- (u) **Litigation.** Except for the matters referred to in Schedule *, there are no actions, claims, suits or proceedings, judicial, arbitral or administrative ongoing or, to the best of the knowledge of the Vendor, threatened, by or against or affecting the Corporation, at Law or in equity, or before or by any Governmental Agency or an arbitrator.
- (v) **Environmental Matters.**
 - (i) Except as disclosed in Schedule * or in the Phase I Reports, the Corporation, as well as the use, maintenance and operation of the Owned Properties and the Leased Premises are in compliance with all Environmental Laws except where the failure to so comply could not reasonably be expected to result in a Material Adverse Change. To the best of the knowledge of the Vendor, the Corporation is in material compliance with all reporting and monitoring requirements under all Environmental Laws. The Corporation has not received any notice of any non-compliance with any Environmental Laws, and the Corporation has not been convicted of an offence for non-compliance with any Environmental Laws or been fined or otherwise sentenced or settled such prosecution short of conviction. The Corporation has not received any claim or demand from any Person or authority regarding breach or alleged breach of any Environmental Laws or costs of clean-up of any Hazardous Substance or notice of any such claim or demand.
 - (ii) The Corporation has all Environmental Permits necessary to carry on the Business as currently conducted and to own, use and operate its properties and assets except where the failure to obtain such Environmental Permits could not reasonably be expected to result in a Material Adverse Change. All of such Environmental Permits are listed in Schedule *.

- (iii) Except as disclosed in Schedule * or in the Phase I Reports, the Corporation is not using any of the Leased Premises or Owned Properties to produce, generate, store, handle, transport or dispose of any Hazardous Substances other than in compliance with Environmental Laws except where the failure to comply could not reasonably be expected to result in a Material Adverse Change.
 - (iv) Except as disclosed on Schedule * and in the Phase I Reports, to the knowledge of the Vendor, there are no Hazardous Substances located in the soil or groundwater on or under any of the Owned Properties or the Leased Premises, where the aggregate cost to clean-up or remediate (if required by Law, in light of the business currently operated by the Corporation on such Owned Properties or Leased Premises) the affected soil or groundwater could not reasonably be expected to exceed \$●;
 - (v) Schedule * lists all reports and documents (other than routine or non-material correspondence or reports) prepared or received within the five years preceding the date hereof relating to the environmental matters affecting the Corporation or any of the Owned Properties or the Leased Premises which are in the possession or under the control of the Vendor or the Corporation. Copies of all such reports and documents have been provided to the Purchaser. To the knowledge of the Vendor, there are no other reports or documents (other than routine or non-material correspondence or reports) relating to environmental matters affecting the Corporation or any of the Owned Properties or the Leased Premises which have not been made available to the Purchaser whether by reasons of confidentiality restrictions or otherwise.
- (w) **Accounts Receivable.** The Accounts Receivable reflected in the Financial Statements and all Accounts Receivable arising since the date of the Financial Statements arose from bona fide transactions in the ordinary course of business and are valid and enforceable (subject to a reasonable allowance, consistent with past practice, for doubtful accounts as reflected in the Financial Statements).
- (x) **Inventory.** Subject to the reserves reflected in the Financial Statements taken in accordance with past practice and existing accounting policies, all inventory recorded in the financial records of the Corporation (“**Inventory**”) is saleable at the value at which it is carried in the financial records of the Corporation and all parts held for use in the Business as currently conducted (the “**Parts Inventory**”) are usable. For purposes of this section, Inventory is “**saleable**” only if it is in the physical condition to be sold or leased to customers in the ordinary course of business and in accordance with industry standards and applicable Laws, and Parts Inventory is “**usable**” only if it is in the physical condition to be used for its intended purpose, in accordance with good business practices and applicable Law. The levels of Inventory and Parts Inventory have been maintained at levels sufficient for the continuation of the Business as currently conducted in the ordinary course.

- (y) **Leased Premises.** Schedule * describes all leases and agreements to lease under which the Corporation leases any real property. The Corporation is entitled to all rights and benefits as lessee under the Leases and, except as disclosed in Schedule *, the Corporation, as lessee, has not sublet, assigned, licensed or otherwise conveyed any rights in the Leased Premises or in the Leases to any Person. All rental and other payments and other material obligations required to be performed pursuant to the Leases have been paid and performed and such Leases are in good standing and force and effect. The Corporation is not in default of any of its material obligations under the Leases and the landlords are not, to the knowledge of the Vendor, in default of any of their obligations under the Leases. Other than a leasehold interest in the Leased Premises, the Corporation has no leasehold title or leasehold interest in any real property.
- (z) **Owned Properties.**
- (i) Schedule * lists all of the Owned Properties owned by the Corporation. There are no agreements, options, contracts or commitments to sell, transfer or otherwise dispose of the Owned Properties or that would restrict the ability of the Corporation to dispose of the Owned Properties. Except as disclosed in Schedule *, there are no leases, tenancies, licences, or other rights of Third Parties to occupancy or use for any portion of the Owned Properties.
- (ii) None of the Owned Properties or the buildings and fixtures thereon, nor their use, operation or maintenance for the purpose of carrying on the Business as currently conducted, violates any restrictive covenant or any provision of any Law or encroaches on any property owned by any other Person. No condemnation or expropriation proceeding is pending or, to the knowledge of the Vendor, threatened against any of the Owned Properties which would preclude or impair the use of any of the Owned Properties for the purposes for which they are currently used. There are no outstanding work orders from or required by any municipality, police department, fire department, sanitation, health or safety authorities or from any other Person and there are no matters under discussion with or by the Corporation relating to any work orders.
- (iii) The Corporation is the beneficial owner of, and has good and marketable title in fee simple to, each of the Owned Properties, free and clear of any and all Encumbrances, except Permitted Encumbrances, zoning restrictions, easements, encroachments, rights-of-way, reservations and restrictions that run with the land and minor title defects which do not, in the aggregate, materially, adversely affect the validity of title or the value or marketability of the Owned Properties as they are presently used by the Corporation.

(aa) **Registered or Licensed Intellectual Property.**

- (i) Schedule * describes the registrations and applications for registration in respect of the Intellectual Property owned by the Corporation. Such registrations and applications for registration are recorded, maintained and renewed in the name of the Corporation.
- (ii) Schedule * describes the licenses, other than licenses relating to commercial off-the-shelf software, whether as licensor or licensee, with respect to the Intellectual Property and to which the Corporation is a party.
- (iii) There are no royalty payments, license fees or other sums payable to or by the Corporation in respect of the Intellectual Property except: (i) as listed in Schedule *; (ii) to maintain or renew any registrations or applications for registration in relation thereto; or (iii) periodic renewal fees relating to commercial off-the-shelf software used by the Corporation which are not material.
- (iv) The Corporation is not a party to or bound by any Contract that limits or impairs its ability to use, sell, transfer, assign or convey or that otherwise affects any of the Intellectual Property.
- (v) To the knowledge of the Corporation, the current operations of the Business do not infringe upon the intellectual property rights of any Person. There have been no claims asserted with respect to Intellectual Property and there are no facts to the knowledge of Vendor that would cast doubt on the validity or enforceability of any Intellectual Property.
- (vi) To the knowledge of Vendor, no Third Party is currently infringing any of the Intellectual Property owned by the Corporation.
- (vii) None of the Corporation's owned Intellectual Property has been developed with the assistance or funding of any Third Party or Third Party agencies, including funding from any Governmental Agency.

(bb) **Licenses, Agency and Distribution Agreements.** Schedule * lists all agreements (other than agreements relating to the use of commercial off-the-shelf software) to which the Corporation is a party or by which it is bound under which the right to manufacture, use or market any product, service, technology, information, data, computer hardware or software or other property has been granted, licensed or otherwise provided to or by any Third Party, or under which the Corporation has been appointed, or any Third Party has been appointed by the Corporation, as an agent, distributor, licensee or franchisee for any of the foregoing. None of the agreements listed in Schedule * grant to any Third Party any authority to incur any liability or obligation or to enter into any agreement on behalf of the Corporation.

- (cc) **Outstanding Agreements.** The Corporation is not a party to or bound by any outstanding or executory Contract, except for:
- (i) Contracts described, or referred to, in this Agreement or in the Schedules;
 - (ii) Contracts made in the ordinary course of business under which the Corporation has a financial obligation of less than \$● per annum per Contract;
 - (iii) Contracts for the purchase or sale of Inventory to or from Persons acting at Arm's Length with the Corporation entered into in the ordinary course of business and which expire or are otherwise terminable at the convenience of the Corporation within a one year period of the date of this Agreement; and
 - (iv) the Contracts described in Schedule *.

The Corporation has performed all material obligations required to be performed by it and is entitled to all benefits under, and is not alleged to be in default of, each of (i) any Contract to which it is party, the default of which by the Corporation or the termination of which by any party thereto would reasonably be expected to result in a Material Adverse Change and (ii) the Contracts described in Schedule * . Each such Contract is in good standing and force and effect and there exists no actual, or alleged default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time, or both, or the happening of any other event or condition, would become a default or event of default under any such Contract.

- (dd) **Employees.** Schedule * sets forth the job title, duration of employment, monthly salary and bonus amount, if any, and other compensation and benefits paid in each of the last fiscal year and in the current fiscal year, in respect of each of the Senior Officers.
- (ee) **Employment Agreements.** Except as disclosed in Schedule *, the Corporation is not a party to any written or oral employment, service or consulting agreement relating to any one or more Persons, except for oral employment agreements which are of indefinite term and without any special arrangements or commitments with respect to the continuation of employment or payment of any particular amount upon termination of employment. The Corporation has no employee who cannot be dismissed upon such period of notice as is required by Law (statutory and common law) in respect of a contract of hire for an indefinite term. Except as disclosed in Schedule *, (i) the Corporation has no outstanding loans or advances to any employee, (ii) the Corporation has no stock option, phantom share option, executive bonus or other incentive compensation plan; and (iii) the Corporation has not paid, nor will it be required to pay, any bonus, fee, incentive payment, distribution, severance pay, change of control award,

remuneration or other compensation to any Person (other than salaries, wages or bonuses paid or payable to employees in the ordinary course of business) as a result of the transactions contemplated by this Agreement.

(ff) **Labour Matters and Employment Standards.**

- (i) The Corporation is not subject to any agreement with any labour union and has not made any commitment to or conducted negotiations with any labour union with respect to any future agreement. No labour union or employee bargaining agent holds bargaining rights with respect to any employees of the Corporation and there are no current or, to the knowledge of the Vendor, threatened attempts to organize or establish any trade union or employee association with respect to the Corporation, nor as there been any such attempts within the past five years.
- (ii) The Corporation is, to the best of the knowledge of the Vendor, in compliance with all Laws applicable to it relating to employment, including those relating to wages, hours, overtime pay, vacation pay, collective bargaining, occupational health and safety, hazardous materials, employment standards, pay equity and workers' compensation. All amounts due and payable by the Corporation to its employees and independent contractors have been paid in full and all amounts accruing due to same have been reflected in the financial records of the Corporation.
- (iii) Except as disclosed in Schedule *, to the knowledge of the Vendor, no managerial employee and no group of employees of the Corporation have any plans to terminate his, her or their employment with the Corporation.

(gg) **Employee Benefit and Pension Plans.** All of the health benefit and pension plans sponsored by the Corporation, other than Canada Pension Plan and health plans established pursuant to applicable Laws, are listed or described in Schedule * and have been administered in accordance with applicable Laws.

(hh) **Insurance.** Schedule * contains a true and complete list of all insurance policies maintained by the Corporation or under which the Corporation is covered in respect of its properties, assets, business or personnel, as of the date hereof. Such insurance policies are in full force and effect and the Corporation is not in default with respect to the payment of any premium or compliance with any of the other material provisions contained in any such insurance policy.

(ii) **Residency.** The Vendor is a Canadian partnership within the meaning of the ITA.

(jj) **Non-Arm's Length Matters.** Except as disclosed in Schedule * the Corporation is not a party to or bound by any Contract with, is not indebted to, and no amount is owing thereto by, the Vendor or any Affiliates thereof or any Person not dealing at Arm's Length with the Corporation. Except as disclosed in Schedule *,

since the date of the Financial Statements, the Corporation has not made or authorized any payments to the Vendor or any Affiliates thereof or to any Person not dealing at Arm's Length with the Corporation, except for salaries and other employment compensation payable to employees of the Corporation in the ordinary course of business and at the regular rates payable or except as disclosed in the Financial Statements.

- (kk) **Full Disclosure.** To the knowledge of the Vendor, neither this Agreement nor any of the documents required to be delivered by the Vendor or by the Corporation pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

1.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Vendor as follows:

- (a) **Corporate Authority and Binding Obligation.** The Purchaser is a corporation duly incorporated and validly subsisting under the Laws of its jurisdiction of incorporation. The Purchaser has the corporate power and capacity to enter into this Agreement and to purchase the Purchased Shares from the Vendor and to perform all of the Purchaser's obligations under this Agreement. The Purchaser and its board of directors has taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement and any other agreement contemplated hereby to be executed by the Purchaser and the purchase of the Purchased Shares from the Vendor. This Agreement constitutes and any other agreement contemplated hereby to be executed by the Purchaser will each constitute, a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to: (i) bankruptcy, insolvency, moratorium, reorganization and other Laws relating to or affecting the enforcement of creditors' rights generally; and (ii) general principles of equity, including that equitable remedies, such as the remedies of specific performance and injunctive relief, may only be granted in the discretion of a court.
- (b) **Purchaser's Contractual and Regulatory Approvals.** Except as specified in Schedule 1.2(b), the Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no Authorizations of, or notifications to, any Governmental Agency are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement or the completion of any of the transactions contemplated herein.
- (c) **Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the Purchaser, and the

completion of the transactions contemplated hereby and thereby, will not constitute or result in a violation or breach of or default under:

- (i) any term or provision of any of the articles, by-laws or other constating documents of the Purchaser;
 - (ii) subject to obtaining the contractual consents referred to in Schedule 1.2(b), the terms of any Contract to which the Purchaser is a party or by which it is bound; or
 - (iii) subject to obtaining the regulatory consents referred to in Schedule 1.2(b), any term or provision of any licenses, registrations or qualification of the Purchaser or any order of any Governmental Agency or any applicable Law.
- (d) **Financial Capacity.** The Purchaser has access to sufficient cash or other sources of funds to pay the Consideration in the manner specified in Article II and all related fees, expenses and taxes.
- (e) **Investment Canada Act.** The Purchaser is a “non-Canadian” for the purposes of and within the meaning of the *Investment Canada Act*.

1.3 Sole Representations and Warranties

The Parties make no representation or warranties of any kind or nature, express or implied, at Law or in equity, except as expressly set forth in this Agreement. Each Party hereby expressly negates and disclaims, and shall not be liable for, any and all representations or warranties which may have been made or alleged to have been made in any other document or instrument or in any statement or information made or communicated to any other Party in any manner that is not expressly set forth in this Agreement and any agreement or certificate delivered pursuant hereto.

ARTICLE II

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

2.1 Survival of Representations and Warranties of the Vendor

The representations and warranties made by the Vendor contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the Closing of the purchase and sale of the Purchased Shares and completion of any other transactions contemplated herein and, notwithstanding such Closing, shall, subject to the provisions of this Agreement, continue in full force and effect for the benefit of the Purchaser for a period of 12 months from the Closing Date.

2.2 Survival of Representations and Warranties of Purchaser

The representations and warranties made by the Purchaser and contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby will survive the Closing of the purchase and sale of the Purchased Shares and completion of any other transactions contemplated herein and, notwithstanding such Closing, shall, subject to the provisions of this Agreement, continue in full force and effect for the benefit of the Vendor for a period 12 months from the Closing Date.