

## PRIORITIES AGREEMENT

THIS PRIORITIES AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

**BETWEEN:**

«DEBTOR», a corporation incorporated under the laws of  
\_\_\_\_\_ (hereinafter called the “Debtor”)

**OF THE FIRST PART**

- and -

«LENDER 1», a corporation incorporated under the laws of  
\_\_\_\_\_ (hereinafter called “Lender 1”)

**OF THE SECOND PART**

- and -

«LENDER 2», a corporation incorporated under the laws of  
\_\_\_\_\_ (hereinafter called “Lender 2”)

**OF THE THIRD PART**

**WHEREAS:**

- A. Lender 1 may from time to time lend money to or for the benefit of the Debtor or incur obligations to or for the benefit of the Debtor;
- B. Lender 2 may lend money to or for the benefit of the Debtor or incur obligations to or for the benefit of the Debtor;
- C. The Debtor has granted Lender 1 a security interest in the Debtor's assets by way of a general security agreement to secure amounts that may be owing by the Debtor to Lender 1 from time to time;
- D. The Debtor has granted Lender 2 a security interest in the Debtor's assets by way of a general security agreement which is intended to secure the indebtedness of the Debtor from Lender 2 from time to time;
- E. The Debtor, Lender 1 and Lender 2 wish to enter into this Agreement to establish and govern the respective priorities of Lender 1 and Lender 2 related to the above-mentioned

security interests granted by the Debtor to Lender 1 and Lender 2 in respect of the indebtedness of the Debtor to Lender 1 and to Lender 2 ;

**FOR GOOD AND VALUABLE CONSIDERATION**, mutually exchanged by all parties, the receipt and sufficiency of which is hereby acknowledged, **IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:**

1. The parties hereto hereby agree that any security interest or collateral held by Lender 1 and held by Lender 2 against all or any of the assets and undertakings of the Debtor shall rank equal in priority to each other irrespective of the following:
  - (a) the dates of execution, delivery or registration, recordation, filing or notification with respect to any of the security granted by the Debtor to Lender 1 and to Lender 2;
  - (b) the time of perfecting, registering, filing, recording or notification with respect to any secured interests of either Lender 1 or of Lender 2;
  - (c) failure of or inadequate or ineffectual registration, recordation, filing or notification with respect to any secured interests referred to in (b);

**THIS IS A 3-PAGE FORM.**