

06-04-1999



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MAD
6-2-99

RECORDATION FORM COVER
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Hand Total: \$75.00

06/03/1999 MTHA11 00000221 75424056

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 125.00 DP

06/03/1999 MTHA11 00000221 75424056

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per cover sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001906 FRAME: 0323

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/424056"/>	<input type="text" value="75/424055"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2106084"/>	<input type="text" value="2117147"/>	<input type="text" value="2106085"/>
<input type="text" value="1,294,972"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

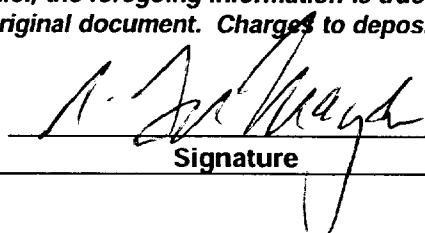
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

ROBERT TEMPELLAEN

Name of Person Signing



Signature

MAY 21 / 99

Date Signed

CANADIAN IMPERIAL BANK OF COMMERCE

**SCHEDULE A TO CANADIAN SECURITY AGREEMENT
FROM AGRA INC. AND ITS SUBSIDIARIES**

INTELLECTUAL PROPERTY RIGHTS

Trademarks

Name of New Chorgor	Trade Mark	Country	Application No.	Registration No.	Registration Date
AGRA Inc.	AGRA	U.S.A.	75/424056		-application filed January 27, 1998 - registration pending
AGRA Inc.	AGRA	U.S.A.	74335746	2106084	October 21, 1997
AGRA Inc.	AGRA & ROTOR DESIGN	Canada	713293	440633	March 24, 1995
AGRA Inc.	AGRA & ROTOR DESIGN	U.S.A.	74/335718	2117147	December 2, 1997
AGRA Inc.	AGRA	Canada	713678	447261 - extension of Registration No. 185,739	September 8, 1995
AGRA Inc.	BAYMONT	U.S.A.	75/424055		- application filed January 27, 1998 - registration pending
AGRA Inc.	MONENCO	Canada	432208	241012	March 14, 1980
AGRA Inc.	MONENCO INFORMATION SYSTEMS	Canada	712149	442994	May 19, 1995
AGRA Inc.	ROTOR DESIGN	Canada	713302	450462	November 24, 1995
AGRA Inc.	ROTOR DESIGN	Canada	398679	223323	September 23, 1977
AGRA Inc.	ROTOR DESIGN	U.S.A.	74/335747	2106085	October 21, 1997

Trademarks

Name of New Chargor	Trade Mark	Country	Application No.	Registration No.	Registration Date
AGRA Inc.	ROTOR DESIGN - EXTENSION	Canada	713302		- application filed April 24, 1997 - registration pending
AGRA Inc.	SURE-LOCK	Canada	506568	303240	May 31, 1985
AGRA Inc.	VIBROFLOTATION	Canada	622792	375075	November 2, 1990
AGRA Inc.	SURE-LOCK	U.S.A.	438,707	1,294,972	September 11, 1984

Patents

Name of New Chargor	Patent	Application No.	Registration No.	Registration Date

Copyrights

Name of Chargor	Copyright	Application No.	Registration No.	Registration Date

CANADIAN SECURITY AGREEMENT
FROM AGRA INC. AND ITS SUBSIDIARIES

THIS SECURITY AGREEMENT is made as of April 30, 1999 by each of the Chargors in favour of **CANADIAN IMPERIAL BANK OF COMMERCE**, as Administrative Agent.

WHEREAS:

A. In order to induce the Credit Providers to make or to continue to make certain financial accommodation to Agra, the Chargors are willing to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Chargors, each of the Chargors severally (and not jointly or jointly and severally) covenants and agrees with the Administrative Agent as follows:

1. **Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement, and the following terms shall have the following meanings:

"Accessions", **"Account"**, **"Chattel Paper"**, **"Consumer Goods"**, **"Document of Title"**, **"Equipment"**, **"Goods"**, **"Instrument"**, **"Intangible"**, **"Inventory"**, **"Proceeds"** and **"Security"** shall have the meanings given to them in the PPSA.

"Administrative Agent" shall mean Canadian Imperial Bank of Commerce in its capacity as Administrative Agent on behalf of and for the benefit of the Lenders in accordance with the Credit Agreement and shall include its successors and assigns in such capacity.

"Agra" shall mean AGRA Inc., a corporation existing under the laws of Canada, together with its successors by amalgamation, merger or otherwise.

"Books and Records" shall mean, relative to any Chargor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral of such Chargor and in which such Chargor (or any Person on such Chargor's behalf) at any time has any right, title or interest.

"Chargors" shall mean the signatories to this Agreement other than the Administrative Agent together with each other Person which from time to time becomes a Chargor under this Agreement by executing and delivering to the Administrative Agent a Supplement to this Agreement as provided for in Section 22 of this Agreement, and **"Chargor"** shall mean any of the Chargors.

"Collateral" shall mean, relative to any Chargor, all of the present and future undertaking, Personal Property (including any Personal Property that may be described in any schedule to this Agreement or any schedules, documents or listings that such Chargor may from

time to time sign and provide to the Administrative Agent in connection with this Agreement) and real property (including any real property that may be described in any schedule to this Agreement or in any schedules, documents or listings that such Chargor may from time to time sign and provide to the Administrative Agent in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property) of such Chargor (including all such property now or in the future owned, leased, licensed, possessed or acquired by such Chargor, or in which such Chargor now or in the future has any interest or to which such Chargor is now or may in the future become entitled) and all Accessions to, and all Proceeds of, all such undertaking and property, wherever located.

“Contracts” shall mean, relative to any Chargor, all contracts, licences and agreements to which such Chargor is now or in the future a party or pursuant to which such Chargor has acquired or in the future acquires rights, as such contracts, licenses and agreements may from time to time be supplemented, amended, restated or consolidated and includes:

- (a) all rights, entitlements, privileges, benefits, powers, licences and advantages of such Chargor to be derived from any contract, licence or agreement and all covenants, obligations and agreements of the respective parties to any contract, licence or agreement under, in connection with or in respect of such contract, licence or agreement and otherwise to exercise and enforce the rights, entitlements, privileges, benefits, powers, licences and advantages of such Chargor under, in connection with or in respect of any contract, licence or agreement;
- (b) all warranties and indemnities (contractual, statutory or otherwise) of the respective parties to any contract, licence or agreement under, in connection with or in respect of such contract, licence or agreement and all rights, entitlements, privileges, benefits, powers, licences and advantages of such Chargor to be derived from all such warranties and indemnities and all covenants, obligations and agreements of such parties with respect to all such warranties and indemnities and otherwise to exercise and enforce the rights, entitlements, privileges, benefits, powers, licences and advantages of such Chargor in respect of all such warranties and indemnities;
- (c) all revenues and other Money now due and payable, or which may in the future become due and payable, to such Chargor under or in connection with or in respect of any contract, licence or agreement or which are now, or may in the future become, receivable by such Chargor pursuant to or in connection with or in respect of any contract, licence or agreement; and
- (d) all rights of such Chargor to perform and exercise all of its rights, entitlements, privileges, benefits, powers, licences and advantages under, in connection with or in respect of, and all remedies under, in connection with or in respect of, any contract, licence or agreement and all rights of such Chargor to damages arising out of, or for, breach or default in respect of, any contract, licence or agreement.

“Credit Agreement” shall mean the April 30, 1999 credit agreement between Agra, as a borrower in Canada, National Ventures, Inc., as a borrower in the United States of America, the Persons from time to time parties to such agreement as lenders, and Canadian Imperial Bank of Commerce, as administrative agent, as such credit agreement may from time to time be supplemented, amended, restated or consolidated.

“Credit Providers” shall mean the Administrative Agent, the Lenders and their respective Eligible Affiliates and **“Credit Provider”** shall mean any one of the Credit Providers.

“Default” shall mean, relative to any Chargor, a default by such Chargor in the payment or performance of any of such Chargor’s Liabilities.

“Intellectual Property Rights” shall mean, relative to any Chargor, all present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia, and/or other source and/or business identifiers of or used by such Chargor and the goodwill of the business relating thereto and all registrations or applications for registrations now or in the future issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) of such Chargor or in which such Chargor has any right, title or interest and copyright registrations or applications for registrations now or in the future issued throughout the world and all tangible property embodying such copyrights; unpatented inventions (whether or not patentable) of such Chargor or in which such Chargor has any right, title or interest; patent applications and patents of such Chargor or in which such Chargor has any right, title or interest; industrial designs, industrial design applications and registered industrial designs of such Chargor or in which such Chargor has any right, title or interest; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing; for greater certainty, each Chargor agrees that such Chargor’s Intellectual Property Rights include those listed in Schedule A as being Intellectual Property rights of such Chargor.

“Liabilities” shall mean, relative to any Chargor, all present and future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever and however incurred (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured and whether as principal debtor, guarantor, surety or otherwise and, for greater certainty, including interest that, but for any filing made relative to such Chargor under the provisions of any applicable bankruptcy or insolvency statute, would accrue on any such indebtedness, liabilities and obligations) of such Chargor to each of the Administrative Agent and the other Credit Providers under, in connection with or with respect to each of the Secured Credit Documents, and any unpaid balance thereof.

“Money” shall mean a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada or by any other government as part of its currency.

“Permits” shall mean, relative to any Chargor, all permits, by-laws, leases, licenses, waivers, exemptions, consents, certificates, authorizations, approvals, rights, agreements, orders, franchises, rights-of-way, easements and entitlements which are required from any Governmental Authority or any other Person (including without limitation environmental permits and approvals) in respect of, or which are in any way material to, the ownership, maintenance, operation, use or enjoyment of all or any part of the Collateral of such Chargor or the performance, exercise, enjoyment or enforceability of any Contract of such Chargor or any of the rights, entitlements, privileges, benefits, advantages, liabilities or obligations under or with respect to any Contract of such Chargor.

“Personal Property” shall mean, relative to any Chargor, all present and future personal property of such Chargor including all present and future Books and Records, Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles (including Intellectual Property Rights, Contracts and Permits), Inventory, Money, Receivables and Securities of such Chargor, and includes all Accessions to such property.

“PPSA” shall mean the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation).

“Receivables” shall mean, relative to any Chargor, all debts, claims and choses in action (including without limitation Accounts and any amounts owing under any Contract or any Chattel Paper) now or in the future due or owing to or owned by such Chargor.

“Receiver” shall mean a receiver, a manager or a receiver and manager.

“Secured Credit Documents” shall mean (a) the Credit Agreement, (b) all other present and future Credit Documents as the same may from time to time be supplemented, amended, restated or consolidated, and (c) all present and future Approved Lender/Borrower Hedging Arrangements as the same may from time to time be supplemented, amended, restated or consolidated.

“Security Interests” shall mean, relative to any Chargor, the Liens created by such Chargor in favour of the Administrative Agent under this Agreement.

“Supplement” shall have the meaning specified in Section 22 hereof.

2. **Creation of Security Interests.** As general and continuing security for the due payment and performance of its Liabilities (including the payment of any such Liabilities that would become due but for any automatic stay under the provisions of the *Bankruptcy and Insolvency Act* (Canada), the United States Bankruptcy Code or any analogous provisions of any other applicable law in Canada, the United States of America or any other jurisdiction), each Chargor, severally (and not jointly or jointly and severally), mortgages, charges and assigns to the Administrative Agent, and grants to the Administrative Agent a continuing security interest in, the Collateral of such Chargor.

3. **Limitations on Grant of Security Interests.** If the creation of any Security Interest in respect of any Contract, Intellectual Property Right or Permit forming part of the Collateral of any Chargor would result in the termination of or a material default under such Contract, Intellectual Property Right or Permit, then such Contract, Intellectual Property Right or Permit will not be subject to such Security Interest but will be held in trust by such Chargor for the benefit of the Administrative Agent and, on the exercise by the Administrative Agent of any of its remedies under this Agreement following the occurrence and during the continuance of a Default relative to such Chargor, will, where possible, be assigned by such Chargor as directed by the Administrative Agent. In addition, the Security Interests do not extend to the last day of the term of any lease or agreement for lease of real property. Such last day will be held by the applicable Chargor in trust for the Administrative Agent and, on the exercise by the Administrative Agent of any of its remedies under this Agreement following the occurrence and during the continuance of a Default relative to any Chargor, will be assigned by such Chargor as directed by the Administrative Agent.

4. **Attachment; No Obligation to Advance.** Each of the Chargors confirms that value has been given to such Chargor by the Administrative Agent and the other Credit Providers, that such Chargor has rights in its Collateral existing at the date of this Agreement and that such Chargor has not agreed with the Administrative Agent or any of the Credit Providers to postpone the time for attachment of any of the Security Interests to any of the Collateral of such Chargor. The Security Interests relative to the Collateral of each Chargor will have effect and be deemed to be effective whether or not all or any part of the Liabilities of such Chargor are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as the case may be. The execution and delivery of this Agreement or any Supplement by any Chargor shall not oblige any of the Credit Providers to make any financial accommodation available to a Borrower.

5. **Representations and Warranties.** Each of the Chargors represents and warrants with respect to itself that:

- (a) **Authorization, Execution and Delivery.** This Agreement has been duly authorized, executed and delivered by such Chargor and constitutes a legal, valid and binding obligation of such Chargor enforceable against such Chargor in accordance with its terms.
- (b) **Places of Business, Name, Location of Collateral.** Such Chargor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the applicable address specified in Schedule B to this Agreement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Agreement. The location of all other places where such Chargor presently carries on business or keeps tangible Personal Property and the location of all jurisdictions in which such Chargor's account debtors are located, and the location of all real property in which such Chargor has any right, title or interest, are set out in Schedule C to this Agreement.

- (c) **No Consumer Goods.** Such Chargor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Chargor.
- (d) **Intellectual Property Rights.** All material Intellectual Property Rights in which such Chargor has any right, title or interest (and the nature of such right, title or interest), and all rights of such Chargor to the use of any material Intellectual Property Rights, are described in Schedule A to this Agreement. To the best of such Chargor's knowledge, each such Intellectual Property Right is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in Schedule A to this Agreement, none of such Chargor's Intellectual Property Rights has been licensed or franchised by such Chargor to any Person.

6. **Covenants.** Each of the Chargors severally (and not jointly or jointly and severally) covenants and agrees that:

- (a) **Further Documentation.** Such Chargor will from time to time, at its own expense, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Administrative Agent may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests relative to the Collateral of such Chargor). Such Chargor acknowledges that this Agreement has been prepared based on existing applicable laws on the date of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, such Chargor agrees that the Administrative Agent will have the right to require that this Agreement be amended, supplemented or replaced, and that such Chargor will immediately on request by the Administrative Agent authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in or in the interpretation of such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if such Chargor merges or amalgamates with any other Person or enters into any corporate reorganization, in any such case in order to confer on the Administrative Agent Liens similar to, and having the same effect and priority as, the Security Interests relative to the Collateral of such Chargor.
- (b) **Delivery of Certain Collateral.** Promptly upon request from time to time by the Administrative Agent, such Chargor will deliver (or cause to be delivered) to the Administrative Agent, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Administrative Agent may reasonably request, any and all Instruments, Securities, Documents of Title and Chattel Paper included in or relating to the Collateral of such Chargor as the Administrative Agent may specify in its request.

- (c) **Payment of Expenses; Indemnification.** Such Chargor will pay on demand, and will indemnify and save the Administrative Agent and the other Credit Providers harmless from, any and all liabilities and reasonable costs and out-of-pocket expenses (including reasonable legal fees and out-of-pocket expenses of counsel for the Administrative Agent and any sales, goods and services, harmonized sales and goods and services or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) incurred by the Administrative Agent (i) in the preparation, registration, administration or enforcement of this Agreement, (ii) with respect to, or resulting from, any failure or delay by such Chargor in performing or observing any of its obligations under this Agreement, or (iii) in performing or observing any of the other covenants of such Chargor under this Agreement.
- (d) **Further Identification of Collateral.** Such Chargor will promptly furnish to the Administrative Agent such statements and schedules further identifying and describing the Collateral of such Chargor, and such other reports in connection with the Collateral of such Chargor, as the Administrative Agent may from time to time reasonably request.
- (e) **Notices.** Such Chargor will advise the Administrative Agent promptly, in reasonable detail, of (i) any change in the location of any of such Chargor's places of business (including additional locations) or the principal place of business or chief executive office of such Chargor, (ii) any change in the jurisdiction of any of the material tangible Collateral of such Chargor, (iii) any change in the name of such Chargor, (iv) any merger or amalgamation of such Chargor, and (v) any additional jurisdiction in which material account debtors of such Chargor are located. Such Chargor agrees not to effect or permit any of the changes referred to in clauses (i) to (iv) above unless, to the extent required, all filings have been made and all other actions taken that are required in order for the Administrative Agent to continue at all times following such change to have a valid and perfected Security Interest in respect of all of the Collateral of such Chargor.
- (f) **Delivery of Agreements re Intellectual Property Rights.** Such Chargor will promptly, following demand from time to time by the Administrative Agent, authorize, execute and deliver any and all agreements, instruments, documents and papers that the Administrative Agent may reasonably request to evidence the Security Interests in any Intellectual Property Rights of such Chargor and, where applicable, the goodwill of the business of such Chargor connected with the use of, and symbolized by, any such Intellectual Property Rights.
- (g) **Delivery of Agreements re Contracts.** Such Chargor will promptly, following demand from time to time by the Administrative Agent, authorize, execute and deliver any and all agreements, instruments, documents and papers that the Administrative Agent may reasonably request to evidence the Security Interests relative to any Contracts or Permits of such Chargor.

7. **Survival of Representations, Warranties and Covenants.** All agreements, representations, warranties and covenants made by each Chargor in this Agreement are material, will be considered to have been relied on by the Administrative Agent and each of the other Credit Providers and will survive the execution and delivery of this Agreement and any Supplement or any investigation made at any time by or on behalf of the Administrative Agent or any other Credit Provider and any disposition or payment of the Liabilities of such Chargor until payment and performance in full of the Liabilities of such Chargor and termination of all obligations and liabilities of such Chargor under the Secured Credit Documents.

8. **Rights on Default.** Upon the occurrence and during the continuance of a Default relative to any Chargor, the Security Interests relative to the Collateral of such Chargor shall become enforceable and the Administrative Agent may, personally or by agent, at such time or times as the Administrative Agent in its discretion may determine, do any one or more of the following:

- (a) **Rights under PPSA, etc.** Exercise against such Chargor and any or all of the Collateral of such Chargor all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Administrative Agent by contract, under statute, at law or in equity.
- (b) **Require Delivery.** Demand possession of any or all of the Collateral of such Chargor, in which event such Chargor will, at its own expense, immediately cause the Collateral of such Chargor designated by the Administrative Agent to be assembled and made available and/or delivered to the Administrative Agent at any place designated by the Administrative Agent.
- (c) **Take Possession.** Enter on any premises where any Collateral of such Chargor is located and take possession of, disable or remove such Collateral.
- (d) **Deal with Collateral.** Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral of such Chargor for such time and on such terms as the Administrative Agent may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral of such Chargor.
- (e) **Carry on Business.** Carry on, or concur in the carrying on of, any or all of the business or undertaking of such Chargor and enter on, occupy and use (without charge by such Chargor) any of the premises, buildings, plant and undertaking of, or occupied or used by, such Chargor.
- (f) **Enforce Collateral.** Seize, collect, receive, enforce or otherwise deal with any Collateral of such Chargor in such manner, on such terms and conditions and at such times as the Administrative Agent deems advisable.
- (g) **Dispose of Collateral.** Realize on any or all of the Collateral of such Chargor and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral of such Chargor (or contract to do any of the above), in

one or more parcels at any public or private sale, at any exchange, broker's board or office of the Administrative Agent or elsewhere, with or without advertising or other formality (except as required by applicable law), on such terms and conditions as the Administrative Agent may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.

- (h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral of such Chargor.
- (i) Purchase by any Credit Provider. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase, or permit any Credit Provider to bid for and purchase, any or all of the Collateral of such Chargor offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral of such Chargor without any further accountability to such Chargor or any other Person with respect to such holding, retention, sale or other disposition, except as required by law. In any such sale to the Administrative Agent or any other Credit Provider, the Administrative Agent or such Credit Provider may, for the purpose of making payment for all or any part of the Collateral of such Chargor so purchased, use any claim for any Liabilities of such Chargor then due and payable to or for the benefit of such Person as a credit against the purchase price.
- (j) Collect Accounts. Notify the account debtors or obligors under any Accounts of such Chargor of the assignment of such Accounts to the Administrative Agent and direct such account debtors or obligors to make payment of all amounts due or to become due to such Chargor in respect of such Accounts directly to the Administrative Agent and, upon such notification and at the expense of such Chargor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Administrative Agent deems appropriate in the circumstances.
- (k) Transfer of Securities. Transfer any Securities forming part of the Collateral of such Chargor into the name of the Administrative Agent or its nominee, with or without disclosing that the Securities are subject to the Security Interests granted by such Chargor.
- (l) Exercise of Rights. Exercise any and all rights (including without limitation voting rights), privileges, entitlements and options pertaining to any Securities forming part of the Collateral of such Chargor as if the Administrative Agent were the absolute owner of such Securities.

(m) Dealing with Contracts and Permits.

- (i) Enforce, realize, sell, assign, transfer, require continued performance under or otherwise deal with the Contracts and the Permits of such Chargor or any one or more of them, upon such terms and conditions and at such time or times as may seem advisable to the Administrative Agent;
- (ii) renew, amend or otherwise deal with the Contracts and the Permits of such Chargor or any one or more of them (including, without limitation, the authority to demand, sue for, recover, receive and give receipts for all work, services and goods to be provided under the Contracts and the Permits of such Chargor or any one or more of them and to give consents or waivers with respect to, or otherwise enter into agreements, understandings or arrangements respecting, the Contracts and Permits of such Chargor or any one or more of them);
- (iii) exercise any of the rights, entitlements, privileges, powers, benefits, licences, advantages, authorities and discretions which under the terms of the Contracts and the Permits of such Chargor, or any one or more of them, could be exercised by such Chargor;
- (iv) perform at such Chargor's expense any and all obligations or covenants of such Chargor under the Contracts and the Permits of such Chargor or any one or more of them or in respect thereof and enforce performance by the parties thereto of their obligations, covenants and agreements thereunder; and
- (v) deal with the Contracts and the Permits of such Chargor or any one or more of them to the same extent as such Chargor could do,

the whole without any liability or responsibility of any kind on the part of the Administrative Agent or the other Credit Providers or their agents or any Receiver or its agent (other than by reason of the gross negligence or wilful misconduct of such Person).

- (n) Payment of Liabilities. Pay any liability secured by any Lien against any Collateral of such Chargor. Such Chargor will immediately on demand reimburse the Administrative Agent for all such payments.
- (o) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral of such Chargor or for carrying on any of the business or undertaking of such Chargor and grant Liens on any Collateral of such Chargor (in priority to the Security Interests or otherwise) as security for the money so borrowed. Such Chargor will immediately on demand reimburse the Administrative Agent for all such borrowings.

- (p) **Appoint Receiver.** Appoint by instrument in writing one or more Receivers of such Chargor or any or all of the Collateral of such Chargor with such rights, powers and authority (including any or all of the rights, powers and authority of the Administrative Agent under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Administrative Agent will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of such Chargor and not of the Administrative Agent or the other Credit Providers.
- (q) **Court-Appointed Receiver.** Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of such Chargor or of any or all of the Collateral of such Chargor.
- (r) **Consultants.** Require such Chargor to engage a consultant of the Administrative Agent's choice, or engage a consultant on behalf of the Administrative Agent, such consultant to receive the full cooperation and support of such Chargor and its employees and managers, including unrestricted access to the premises and Books and Records of such Chargor; all reasonable fees and expenses of such consultant shall be for the account of such Chargor and such Chargor hereby authorizes any such consultant to report directly to the Administrative Agent and to disclose to the Administrative Agent any and all information obtained in the course of such consultant's employment.

The Administrative Agent may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on such Chargor or any other Person, and such Chargor waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of the Administrative Agent to dispose of the Collateral of such Chargor in any manner which is commercially reasonable, each Chargor acknowledges that a disposition of Collateral of such Chargor by the Administrative Agent which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (i) Collateral of such Chargor may be disposed of in whole or in part;
- (ii) Collateral of such Chargor may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (iii) any purchaser or lessee of Collateral of such Chargor may be a customer of the Administrative Agent or any Credit Provider or any Affiliate of the Administrative Agent or any Credit Provider;

- (iv) a disposition of Collateral of such Chargor may be on such terms and conditions as to credit or otherwise as the Administrative Agent, in its sole discretion, may deem advantageous; and
- (v) the Administrative Agent may establish an upset or reserve bid or price in respect of Collateral of such Chargor.

9. **Grant of Licence.** For the purpose of enabling the Administrative Agent to exercise its rights and remedies under Section 8 of this Agreement when the Administrative Agent is entitled to exercise such rights and remedies, and for no other purpose, but subject however to the provisions of Section 3 of this Agreement, each of the Chargors grants to the Administrative Agent an irrevocable, non-exclusive licence (exercisable without payment of royalty or other compensation to such Chargor) to use, assign or sub-licence any or all of the Intellectual Property Rights of such Chargor in which such Chargor has any right, title or interest, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.

10. **Sale of Securities.** The Administrative Agent is authorized, in connection with any offer or sale of any Securities forming part of the Collateral of a Chargor, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. Each Chargor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and neither the Administrative Agent nor any other Credit Provider will be liable or accountable to such Chargor for any discount allowed by reason of the fact that any Securities of such Chargor are sold in compliance with any such limitation or restriction.

11. **Application of Proceeds.** All Proceeds of Collateral of any Chargor received by the Administrative Agent or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Administrative Agent's rights against such Chargor under this Agreement), Liens over the Collateral of such Chargor in favour of Persons other than the Administrative Agent, borrowings, taxes and other outgoings affecting the Collateral of such Chargor or which are considered advisable by the Administrative Agent or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral of such Chargor or prepare it for sale, lease or other disposition, or to keep in good standing any Liens on the Collateral of such Chargor ranking in priority to any of the Security Interests from such Chargor, or to sell, lease or otherwise dispose of the Collateral of such Chargor. The balance of such Proceeds may, at the sole discretion of the Administrative Agent, be held as security for the Liabilities of such Chargor or be applied to such of the Liabilities of such Chargor (whether or not the same are due and payable) in such manner and at such times as the Administrative Agent considers appropriate (including in such manner as may be required to

comply with any priority, subordination or security sharing arrangements between any one or more of the Credit Providers) and thereafter will be accounted for as required by law.

12. **Continuing Liability of Chargors.** Each of the Chargors will remain liable for any Liabilities of such Chargor that are outstanding following realization of all or any part of the Collateral of such Chargor and the application of the Proceeds thereof.

13. **Administrative Agent's Appointment as Attorney-in-Fact.** Each of the Chargors constitutes and appoints the Administrative Agent and any officer or agent of the Administrative Agent, with full power of substitution, as such Chargor's true and lawful attorney-in-fact with full power and authority in the place of such Chargor and in the name of such Chargor or in its own name, from time to time in the Administrative Agent's discretion (a) at any time, to sign, deliver and register on behalf of and in the name of such Chargor all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral of such Chargor and this Agreement as the Administrative Agent or such other Person considers appropriate or desirable, and (b) after the occurrence and during the continuance of a Default relative to such Chargor, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement, including, without limiting the foregoing, to exercise any of the rights, entitlements, privileges, powers, benefits, licences, advantages, authorities and discretions which under the terms of the Contracts of such Chargor could be exercised by such Chargor. These powers are coupled with an interest and are irrevocable by any Chargor until this Agreement is terminated relative to such Chargor and the Security Interests from such Chargor are released. Nothing in this Section affects the right of the Administrative Agent as secured party, or any other Person on the Administrative Agent's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral of any Chargor and this Agreement as the Administrative Agent or such other Person considers appropriate, acting reasonably.

14. **Performance by Administrative Agent of Chargors' Obligations.** If any Chargor fails to perform or comply with any of the obligations of such Chargor under this Agreement, the Administrative Agent may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Administrative Agent incurred in connection with any such performance or compliance will be payable by such Chargor to the Administrative Agent immediately on demand, and until paid, any such expenses will form part of the Liabilities of such Chargor and will be secured by the Security Interests from such Chargor.

15. **Interest.** If any amount payable by a Chargor to the Administrative Agent or any other Credit Provider under this Agreement is not paid when due, such Chargor will pay to the Administrative Agent or such other Credit Provider, as the case may be, immediately on demand, interest on such amount from the date due until paid, at a nominal rate per annum equal at all times to the Prime Rate in effect from time to time plus 2% if such amount is payable in Cdn. Dollars, or to the U.S. Base Rate in effect from time to time plus 2 % if such amount is payable

in U.S. Dollars, which rate per annum will change automatically without notice to such Chargor as and when the Prime Rate or the U.S. Base Rate, as the case may be, changes. All amounts payable by any Chargor to the Administrative Agent or any other Credit Provider under this Agreement, and all interest on all such amounts, will form part of the Liabilities of such Chargor and will be secured by the Security Interests created by this Agreement over the Collateral of such Chargor.

16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction or against any Chargor will, as to that jurisdiction and such Chargor, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction or against any other Chargor.

17. **Rights of Administrative Agent; Limitations on Administrative Agent's Obligations.**

- (a) **Limitations on Liability.** None of the Administrative Agent, the other Credit Providers, any Receiver or any agent of any of the foregoing (including in Alberta or British Columbia any sheriff) (i) will be liable to any Chargor or any other Person for any failure or delay in exercising any of its rights under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties); (ii) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral of any Chargor in its possession; or (iii) will be liable for any, and each Chargor will bear the full risk of all, loss or damage to any and all of the Collateral of such Chargor (including any Collateral of such Chargor in the possession of any such Person) caused for any reason other than the gross negligence or wilful misconduct of such Person.
- (b) **Chargors Remain Liable under Accounts, Contracts.** Notwithstanding any provision of this Agreement, each Chargor will remain liable under any of the documents giving rise to the Accounts of such Chargor and under all of the Contracts and Permits of such Chargor to observe and perform all the conditions and obligations to be observed and performed by such Chargor thereunder, all in accordance with the terms of such documents, Contracts and Permits. None of the Persons referred to in subsection 17(a) hereof will have any obligation or liability under any Account of any Chargor (or any document giving rise thereto) or under any Contract or Permit of any Chargor by reason of or arising out of this Agreement or the receipt by such Person of any payment relating to such Account or Contract or Permit pursuant to this Agreement, and in particular (but without limitation), will not be obligated in any manner to perform any of the obligations of any Chargor under or pursuant to any Account of such Chargor (or any document giving rise to any such Account) or under or pursuant to any Contract or any Permit of such Chargor, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any such Account (or any document

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- (d) **Analysis of Accounts.** At any time during the continuance of a Default relative to a Chargor the Administrative Agent may in its own name or in the name of others (including such Chargor) communicate with account debtors under any of the Accounts of such Chargor and parties to any of the Contracts of such Chargor to verify with them to its satisfaction the existence, status, amount and terms of any such Account or any such Contract.

18. **Dealings by Administrative Agent.** The Administrative Agent will not be obliged to exhaust its recourse against any Chargor or any other Person or against any other security it may hold in respect of the Liabilities of such Chargor before realizing upon or otherwise dealing with the Collateral of such Chargor in such manner as the Administrative Agent may consider desirable. The Administrative Agent and the Credit Providers may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with any Chargor and any other Person, and with any or all of the Collateral of each Chargor, and with other security and sureties, as the Administrative Agent and the Credit Providers may see fit, all without prejudice to the Liabilities of any Chargor or to the rights and remedies of the Administrative Agent under this Agreement. The powers conferred on the Administrative Agent under this Agreement are solely to protect the interests of the Administrative Agent and the Credit Providers in the Collateral of each of the Chargors and will not impose any duty upon the Administrative Agent to exercise any such powers.

19. **Communication.** All notices and other communications given under or with respect to this Agreement will be in writing and may be sent by facsimile, mailed or delivered to the Administrative Agent at its address Canadian Imperial Bank of Commerce, 161 Bay Street, 8th Floor, BCE Place, Toronto, Ontario, M5J 2S8, (facsimile (416) 956-3830) for the attention of the Manager-Agency, or to any Chargor care of Agra at Suite 1900, Royal Bank Tower, 335-8th Avenue S.W., Calgary, Alberta, T2P 1C9, (facsimile (403) 263-9697) attention General Counsel or, as to any such Person, at such other address or facsimile number as may be designated by such Person in a notice to the others given as required hereby. Except as otherwise provided in this Agreement, all such communications will be deemed to have been duly given when (a) transmitted by facsimile if transmitted prior to 4:00 p.m. (local time at the place of delivery) on a Business Day and otherwise on the Business Day following transmission, (b) personally delivered or (c) in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

20. **Release of Information.** Each of the Chargors authorizes the Administrative Agent to provide a copy of this Agreement and such other information as may be requested of the Administrative Agent by any Credit Provider or by any other Persons entitled thereto pursuant to any applicable law or court order, and otherwise with the consent of such Chargor.

21. **Waivers and Indemnity.** To the extent permitted by applicable law, each of the Chargors unconditionally and irrevocably waives (i) all claims, damages and demands (other than those attributable to the gross negligence or wilful misconduct of the Administrative Agent or any Credit Provider) it may acquire against the Administrative Agent or any Credit Provider arising out of the exercise by the Administrative Agent or any Receiver of any rights or remedies under this Agreement or at law, (ii) all of the rights, benefits and protections given by any

present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute, and (iii) the benefits of the *Limitation of Civil Rights Act* (Saskatchewan), and the *Land Contracts (Action) Act* (Saskatchewan) which acts shall have no application to this Agreement. None of the Administrative Agent or any of the Credit Providers will, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default relative to any Chargor or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Administrative Agent would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of any Chargor to pay the Liabilities of such Chargor, nor will the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. Each of the Chargors agrees severally (and not jointly or jointly and severally) to indemnify the Administrative Agent and the Credit Providers from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (except by reason of the gross negligence or wilful misconduct of such Person) which may be imposed on, incurred by, or asserted against the Administrative Agent or any Credit Provider and arising by reason of any action (including any action referred to in this agreement) or inaction or omission to do any act legally required by such Chargor. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities of such Chargor and the Security Interests from such Chargor.

22. **Addition of New Chargors.** Additional Persons may from time to time after the date of this Agreement become Chargors under this Agreement by executing and delivering to the Administrative Agent a supplemental agreement (a "**Supplement**") to this Agreement in substantially the form attached as Schedule D to this Agreement. Effective from and after the date of the execution and delivery by any Person to the Administrative Agent of a Supplement:

- (a) such Person shall be, and shall be deemed for all purposes to be, a Chargor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if such Person had been an original signatory to this Agreement as a Chargor; and
- (b) all Collateral of such Person shall be, and shall be deemed for all purposes to be, "Collateral" of such Person for the purposes of this Agreement and subject to "Security Interests" from such Person in accordance with the provisions of this Agreement as security for the due payment and performance of the "Liabilities" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Chargor and all of the liabilities and obligations of each Chargor under this Agreement, and all Security Interests of each Chargor, shall remain in full force and effect notwithstanding the addition of any new Chargor to this Agreement.

23. **Amalgamation.** If any Chargor is a corporation, such Chargor acknowledges that if it amalgamates or merges with or into any other corporation or corporations, then (i) the term "Chargor", where used in this Agreement, will extend to and include the continuing corporation from such amalgamation or merger, (ii) the term "Liabilities", where used in this Agreement in connection with such Chargor, will extend to and include the Liabilities of each of the amalgamating or merging corporations at the time of such amalgamation or merger and the Liabilities of the continuing corporation from such amalgamation or merger arising thereafter, and (iii) the Collateral of such Chargor and the Security Interests created by this Agreement over the Collateral of such Chargor will extend to and include all of the Collateral of each of the amalgamating or merging corporations at the time of such amalgamation or merger and any and all Collateral of the continuing corporation from such amalgamation or merger thereafter owned or acquired by such continuing corporation.

24. **Release of Chargor.** Promptly following any release of any Chargor from all of its Liabilities (including any such release effected by the operation of an express provision of the Secured Credit Documents providing for the release of such Liabilities in specified circumstances), the Administrative Agent, without affecting in any manner whatsoever any of the Liabilities of any other Chargor or any of the Security Interests created by this Agreement over the Collateral of any other Chargor, will release such Chargor and the Collateral of such Chargor then subject to the Security Interests created by this Agreement from this Agreement and from the Security Interests created by this Agreement and such release shall serve to terminate any licence granted pursuant to Section 9 hereof. Upon such release, and at the request and expense of such Chargor, the Administrative Agent shall execute and deliver to the Chargor such releases and discharges as such Chargor may reasonably request.

25. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other security documents previously or concurrently delivered by any Chargor to the Administrative Agent or to any Credit Provider, all of which other security documents shall remain in full force and effect.

26. **Several Agreement; Alteration or Waiver.** No provision of this Agreement may be changed, discharged, waived or terminated except with the written consent of each Chargor directly affected thereby and the written consent of the Administrative Agent. This Agreement shall be construed as a separate agreement with respect to each Chargor and, subject to the first sentence of this Section, may be amended, modified, supplemented, waived or released with respect to any Chargor, or any representations, agreements, contracts, indemnities, Liabilities or Collateral of, or any Security Interests from, any Chargor, without the approval of any other Chargor and without affecting the liabilities or obligations of any other Chargor under this Agreement.

27. **Governing Law; Attornment.** This Agreement is a contract made under, and will for all purposes be governed by and interpreted and enforced according to, the laws of the Province of Ontario (including the laws of Canada applicable in such Province), excluding any conflict of laws rule or principle that might refer these matters to the laws of another jurisdiction, and without prejudice to or limitation of any other rights or remedies available to the Administrative Agent under the laws of any other jurisdiction. Each of the Chargors irrevocably submits to the jurisdiction of the courts of the Province of Ontario and to the Supreme Court of Canada without prejudice to the right of the Credit Providers to commence an action against such Chargor in any other jurisdiction. Each of the Chargors agrees that service of all writs, processes, statements, correspondence and summonses in any suit, action or proceeding brought against such Chargor under or in respect of this Agreement in the Province of Ontario may be made upon such Chargor at such Chargor's address for notice as provided in Section 19 of this Agreement, and each of the Chargors irrevocably appoints Agra as such Chargor's true and lawful attorney-in-fact in such Chargor's name, place and stead to accept such service of any and all writs, processes, statements, correspondence and summonses, and agrees that the failure of Agra to give any notice of any thereof to such Chargor shall not impair or affect the validity of such service or of any judgment based thereon. Each of the Chargors further irrevocably consents to the service of any and all writs, processes, statements, correspondence and summonses in any suit, action or proceeding in such courts by the mailing thereof by registered or certified mail, postage prepaid to such Chargor at such Chargor's address for notice as provided for in Section 19 of this Agreement. Nothing in this Section shall be deemed to in any way limit the ability of the Credit Providers to serve any such writs, processes, statements, correspondence or summonses in any other manner permitted by applicable law or to obtain jurisdiction over any Chargor in such other jurisdictions, and in such manner, as may be permitted by applicable law. Each of the Chargors irrevocably waives any objection which it may now or in the future have based on lack of personal jurisdiction over such Chargor or which it may have to the laying of venue of any such suit, action or proceeding brought in the courts of the Province of Ontario or the Supreme Court of Canada and further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an improper venue or in an inconvenient forum.

28. **Waiver of Jury Trial.** Because disputes arising in connection with complex financial transactions of the nature provided for under this Agreement and the other Secured Credit Documents are most quickly and economically resolved by an experienced and expert person and the Chargors and the Credit Providers wish applicable laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each of the Chargors and the Credit Providers waive all right to trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether in contract, tort, or otherwise, between such Chargor and the Credit Providers arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement or any of the other Secured Credit Documents.

29. **Delivery and Completeness of Agreement.** Upon this Agreement (or a Supplement as provided for in Section 22 hereof), bearing the signature of a Person claiming to have authority

to bind a Chargor, coming into the possession of the Administrative Agent, and irrespective of whether this Agreement (or any such Supplement) has been executed by any other Chargor, this Agreement (and such Supplement) will be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, such Chargor free from any promise or condition affecting or limiting the liabilities or obligations of such Chargor under or in respect of this Agreement. No statement, representation, agreement or promise by any officer, employee or agent of the Administrative Agent or any Credit Provider, unless expressly set forth in this Agreement, forms any part of this Agreement or has induced the making of this Agreement by any Chargor or in any way affects any of the liabilities or obligations of any Chargor under this Agreement. This Agreement constitutes the entire agreement between each of the Chargors and the Administrative Agent with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements between the Administrative Agent and each such Chargor with respect to this Agreement (without affecting any other security previously delivered by any Chargor to any of the Credit Providers).

30. **Enforcement by Administrative Agent.** The Credit Providers agree that this Agreement and the Security Interests may be enforced only by the action of the Administrative Agent acting on behalf of the Credit Providers and that no other Credit Provider shall have any rights individually to seek to enforce or to enforce this Agreement or any of the Security Interests, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent for the benefit of the Credit Providers upon the terms of this Agreement.

31. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Administrative Agent or is to be acceptable to the Administrative Agent, such consent, approval or determination of acceptability will be in the sole discretion of the Administrative Agent. If any provision in this Agreement refers to any action taken or to be taken by any Chargor, or which any Chargor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" or "includes" shall mean including or includes "without limitation". Any reference in this Agreement to something being permitted by the Secured Credit Documents is intended to be a reference to such thing being permitted by all of the Secured Credit Documents.

32. **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, each of the Chargors and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Administrative Agent and the Credit Providers and their respective successors and assigns. No Chargor may assign this Agreement, or any of its rights or obligations under this Agreement.

33. **Acknowledgment of Receipt/Waiver.** Each of the Chargors acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right

to receive a copy of any financing statement, financing change statement or verification statement registered or issued in connection with this Agreement.

34. **Counterparts and Facsimile.** This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Chargor by facsimile transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Chargor.

35. **Language.** The parties to this Agreement expressly request and require that this Agreement and all related documents be drafted in English. Les parties aux présentes conviennent et exigent que cette Convention et tous les documents qui s'y rattachent soient rédigés en Anglais.

IN WITNESS OF WHICH each of the undersigned has executed this Agreement as of the date shown on the first page of this Agreement.

AGRA INC.

AGRA FOUNDATIONS LIMITED

MAXUM ENGINEERING ENTERPRISES LTD.

AGRA MARINE CONSTRUCTION LIMITED

AGRA COAST LIMITED

COAST AGRA CONSTRUCTION LTD.

MIDWEST MANAGEMENT (1987) LTD.

MIDWEST GENERAL CONTRACTORS LTD.

MIDWEST PIPELINE RENTALS INC.

NEICO CANADA INC.

CANUCK ENGINEERING INC.

CAMPRO AGRA LIMITED

AGRA WATER HOLDINGS LTD.

VADEKO INTERNATIONAL INC.

AGRA VADEKO INC.

HOWE AGRA LIMITED

AGRA EARTH & ENVIRONMENTAL LIMITED

ELLESMERE DEVELOPMENTS LTD.

2895820 CANADA LTD.

PA-GRA ENTERPRISES LTD.

1072670 ONTARIO LIMITED

174540 CANADA LTD.

MONENCO GROUP LTD.

AGRA MONENCO INC.

INTRANET TECHNOLOGIES INC.

AGRA BAYMONT LIMITED

AGRA MONENCO ATLANTIC INC.

AGRA PLACE LIMITED

AGRA SPECTROCAN LIMITED

AGRA MONENCO QUEBEC INC.

B.B.L. CONSULTANTS LTD.

CARTIER GROUP LTD.

LA SOCIETE D'INGENIERIE CARTIER LIMITEE

ZIZKA & ASSOCIÉS INC.

3024061 NOVA SCOTIA LIMITED

WHITMAN BENN ENTERPRISES LIMITED

WHITMAN BENN GROUP INCORPORATED

WHITBENN ENGINEERING LIMITED

WHITMAN BENN DECISION SYSTEMS LIMITED

ERNEST A. HACHEY & ASSOCIATES LTD.

WHITMAN BENN LIMITED

WASHBURN & GILLIS ASSOCIATES LTD.

SPIDER INTERNATIONAL LTD.

in each case by:



Robert G. Dittmer
Authorized Signatory

**SCHEDULE B TO CANADIAN SECURITY AGREEMENT
FROM AGRA INC. AND ITS SUBSIDIARIES**

CHIEF PLACE OF BUSINESS AND PLACE OF BOOKS AND RECORDS

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
AGRA Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C970	Head Office 1900-335-8th Ave. SW Calgary, AB T2P 1C9 Executive Office Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	1900-335-8th Ave. SW Calgary, AB T2P 1C9 Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3
AGRA Foundations Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	7708 Wagner Road Edmonton, AB T6E 5B2	7708 Wagner Road Edmonton, AB T6E 5B2
Maxum Engineering Enterprises Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	7708 Wagner Road Edmonton, AB T6E 5B2	7708 Wagner Road Edmonton, AB T6E 5B2
AGRA Marine Construction Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	#206-11240 Bridgeport Road Richmond, BC V6X 1T2	#206-11240 Bridgeport Road Richmond, BC V6X 1T2
AGRA Coast Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1515 Kingsway Ave. Port Coquitlam, BC V3C 1S2	1515 Kingsway Ave. Port Coquitlam, BC V3C 1S2
Coast AGRA Construction Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1515 Kingsway Ave. Port Coquitlam, BC V3C 1S2	1515 Kingsway Ave. Port Coquitlam, BC V3C 1S2

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Midwest Management (1987) Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	510 Ellis Drive Acheson Industrial Park Spruce Grove, AB T7X 3G7	510 Ellis Drive Acheson Industrial Park Spruce Grove, AB T7X 3G7
Midwest General Contractors Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	510 Ellis Drive Acheson Industrial Park Spruce Grove, AB T7X 3G7	510 Ellis Drive Acheson Industrial Park Spruce Grove, AB T7X 3G7
Midwest Pipeline Rentals Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	510 Ellis Drive Acheson Industrial Park Spruce Grove, AB T7X 3G7	510 Ellis Drive Acheson Industrial Park Spruce Grove, AB T7X 3G7
NEICO Canada Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
Canuck Engineering Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
Campro AGRA Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	Suite 100 2010 Winston Park Drive Oakville, ON L6H 6A3	Suite 100 2010 Winston Park Drive Oakville, ON L6H 6A3
AGRA Water Holdings Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
Vadeko International Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	2902 South Sheridan Way Oakville, ON L6H 6A3	2902 South Sheridan Way Oakville, ON L6H 6A3

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
AGRA Vadeko Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	2902 South Sheridan Way Oakville, ON L6H 6A3	2902 South Sheridan Way Oakville, ON L6H
Howe AGRA Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
AGRA Earth & Environmental Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	221-18th Street SE Calgary, AB T2E 6J5	221-18th Street SE Calgary, AB T2E 6J5
Ellesmere Developments Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
2895820 Canada Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
2941414 Canada Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	7708 Wagner Road Edmonton, AB T6E 5B2	7708 Wagner Road Edmonton, AB T6E 5B2
Beer Precast Concrete Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
PA-GRA Enterprises Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
1072670 Ontario Limited	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
National Ventures, Inc.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
174540 Canada Ltd.	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9	1900-335-8th Ave. SW Calgary, AB T2P 1C9
Monenco Group Ltd. Groupe Monenco Ltee	Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	N/A
AGRA Monenco Inc.	Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	N/A
Intranet Technologies Inc.	220 Laurier Street Suite 330 Ottawa, ON K1N 6P2	220 Laurier Street Suite 330 Ottawa, ON K1N 6P2	220 Laurier Street Suite 330 Ottawa, ON K1N 6P2
AGRA Baymont Limited AGRA Baymont Limitee	Rubin Icot Center 14100 58th Street North Clearwater, FL 33760-3796	Rubin Icot Center 14100 58th Street North Clearwater, FL 33760-3796	Rubin Icot Center 14100 58th Street North Clearwater, FL 33760-3796
AGRA Monenco Atlantic Inc.	Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	133 Crosbie Road P.O. Box 9600 St. John's, Nfld. A1B 1H3	133 Crosbie Road P.O. Box 9600 St. John's, Nfld. A1B 1H3
AGRA Place Limited	133 Crosbie Road P.O. Box 9600 St. John's, Nfld. A1B 1H3	133 Crosbie Road P.O. Box 9600 St. John's, Nfld. A1B 1H3	133 Crosbie Road P.O. Box 9600 St. John's, Nfld. A1B 1H3
AGRA Spectrocan Limited	Suite 100 2010 Winston Park Dr. Oakville, ON L6H 6A3	220 Laurier Street Suite 330 Ottawa, ON K1N 6P2	220 Laurier Street Suite 330 Ottawa, ON K1N 6P2

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
AGRA Monenco Quebec Inc.	2045 Stanley Street Montreal, Quebec H3A 2V4	2045 Stanley Street Montreal, Quebec H3A 2V4	2045 Stanley Street Montreal, Quebec H3A 2V4
B.B.L. Consultants Ltd.	2045 Stanley Street Montreal, Quebec H3A 2V4	2045 Stanley Street Montreal, Quebec H3A 2V4	2045 Stanley Street Montreal, Quebec H3A 2V4
Cartier Group Ltd.	2045 Stanley Street Montreal, Quebec H3A 2V4	2045 Stanley Street Montreal, Quebec H3A 2V4	2045 Stanley Street Montreal, Quebec H3A 2V4
La Societe d'Ingenierie Cartier Limitee	11th Floor 2045 Stanley Street Montreal, Quebec H3A 2V4	11th Floor 2045 Stanley Street Montreal, Quebec H3A 2V4	11th Floor 2045 Stanley Street Montreal, Quebec H3A 2V4
Zizka & Associés Inc.	4765 1st Avenue Suite 120 Charlesbourg, Quebec G1H 2T3	4765 1st Avenue Suite 120 Charlesbourg, Quebec G1H 2T3	4765 1st Avenue Suite 120 Charlesbourg, Quebec G1H 2T3
3024061 Nova Scotia Limited	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7
Whitman Benn Enterprises Limited	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7
Whitman Benn Group Incorporated	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7

Name of Chargor	PRINCIPAL PLACE OF BUSINESS AND CHIEF EXECUTIVE OFFICE		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued
Whitbenn Engineering Limited	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7
Whitman Benn Decision Systems Limited	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7
Ernest A. Hachey & Associates Limited	80 Driscoll Crescent Montcon, NB E1E 3R8	80 Driscoll Crescent Montcon, NB E1E 3R8	80 Driscoll Crescent Montcon, NB E1E 3R8
Whitman Benn Limited	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7	1874 Brunswick Street Halifax, NS B3J 2G7
Washburn & Gillis Associates Ltd.	1900-355-8th Ave. SW Calgary, AB T2P 1C9	25 Waggoners Lane Fredericton, NB E3B 2L2	25 Waggoners Lane Fredericton, NB E3B 2L2
Spider International Ltd.	1900-355-8th Ave. SW Calgary, AB T2P 1C9	25 Waggoners Lane Fredericton, NB E3B 2L2	25 Waggoners Lane Fredericton, NB E3B 2L2

**SCHEDULE C TO CANADIAN SECURITY AGREEMENT
FROM AGRA INC. AND ITS SUBSIDIARIES**

LOCATION OF JURISDICTIONS OF ASSETS

Name of New Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which New Chargor Carries On Business	Addresses of Owned Real Property
AGRA Inc.	Alberta Ontario	Holding Company (No business actually transacted)	None
AGRA Foundations Limited	Alberta Saskatchewan Manitoba British Columbia	Alberta Saskatchewan Manitoba British Columbia	7708 Wagner Road Edmonton, AB 925 - 1st Street Regina, SK 121-105 Street East Saskatoon, SK 416 Monument Place SE Calgary, AB
Maxum Engineering Enterprises Ltd.	N/A	Alberta	None
AGRA Marine Construction Limited	British Columbia	British Columbia	None
AGRA Coast Limited	British Columbia	British Columbia	1515 Kingsway Ave. Port Coquitlam, BC V3C 1S2
Coast AGRA Construction Ltd.	N/A	Alberta British Columbia	None
Midwest Management (1987) Ltd.	Alberta British Columbia	Alberta British Columbia	Lot 9 & 10 Acheson Industrial Park Parkland County, AB 119-105 Street Saskatoon, SK 1010-42 Avenue SE Calgary, AB

Name of New Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which New Chargor Carries On Business	Addresses of Owned Real Property
Midwest General Contractors Ltd.	Alberta British Columbia	Alberta British Columbia	Lot 9 & 10 Acheson Industrial Park Parkland County, AB 119-105 Street Saskatoon, SK 1010-42 Avenue SE Calgary, AB
Midwest Pipelines Rentals Inc.	Alberta British Columbia	Alberta British Columbia	Lot 9 & 10 Acheson Industrial Park Parkland County, AB 119-105 Street Saskatoon, SK 1010-42 Avenue SE Calgary, AB
NEICO Canada Inc.	N/A	Federal Ontario	None
Canuck Engineering Inc.	N/A	Alberta	None
Campro AGRA Limited	N/A	Alberta Ontario	None
AGRA Water Holdings Ltd.	N/A	Alberta Ontario	None
Vadeko International Inc.	N/A	Federal	None
AGRA Vadeko Inc.	Ontario	Federal Ontario	None
Howe AGRA Limited	N/A	Alberta	None
AGRA Earth & Environmental Limited	Alberta British Columbia Ontario Nova Scotia Saskatchewan Newfoundland Manitoba Northwest Territories	Alberta British Columbia Ontario Nova Scotia Saskatchewan Newfoundland Manitoba Northwest Territories	None
Ellesmere Developments Ltd.	Alberta Ontario	Alberta Ontario	None
2895820 Canada Ltd.	N/A	Alberta	None
2941414 Canada Ltd.	N/A	Alberta	None
Beer Precast Concrete Limited	N/A	Alberta British Columbia	None
Pa-Gra Enterprises Ltd.	Saskatchewan	Saskatchewan	2105 Central Avenue Prince Albert, SK

Name of New Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which New Chargor Carries On Business	Addresses of Owned Real Property
1072670 Ontario Limited	Ontario	Ontario	95 Cumberland St. N. Thunder Bay, ON
National Ventures, Inc.	N/A	Holding Company (No business actually transacted)	None
174540 Canada Ltd.	N/A	Federal (Holding Company)	None
Monenco Group Ltd.	N/A	Ontario (Holding Company)	None
AGRA Monenco Inc.	Alberta New Brunswick Nova Scotia Ontario Saskatchewan	Alberta British Columbia Libya New Brunswick Ontario Quebec Saskatchewan Yukon	None
Intranet Technologies Inc.	Ontario	Ontario	None
AGRA Baymont Limited	N/A	Ontario (Holding Company)	None
AGRA Monenco Atlantic Inc.	Newfoundland	Newfoundland	133 Crosbie Road St. John's, Nfld
AGRA Place Limited	Newfoundland	Newfoundland	133 Crosbie Road St. John's, Nfld
AGRA Spectrocan Limited	N/A	Ontario	None
AGRA Monenco Quebec Inc.	Quebec	Quebec	None
B.B.L. Consultants Ltd.	Quebec	Quebec	None
Cartier Group Ltd.	Quebec	Quebec	None
La Societe d'Ingenierie Cartier Limitee	N/A	Quebec	None
Zizka & Associés Inc.	Quebec	Quebec	None
3024061 Nova Scotia Limited	Nova Scotia	Nova Scotia	None
Whitman Benn Enterprises Limited	Nova Scotia	Nova Scotia	None
Whitman Benn Group Incorporated	Nova Scotia	Nova Scotia	None
Whitbenn Engineering Limited	Nova Scotia	Nova Scotia	None
Whitman Benn Decision Systems Limited	Nova Scotia	Nova Scotia	None

Name of New Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which New Chargor Carries On Business	Addresses of Owned Real Property
Ernest A. Hachey & Associates Limited	New Brunswick	New Brunswick	None
Whitman Benn Limited	Nova Scotia	Nova Scotia Alberta British Columbia New Brunswick Prince Edward Island Newfoundland	None
Washburn & Gillis Associates Ltd.	New Brunswick Nova Scotia	New Brunswick Nova Scotia	None
Spider International Ltd.	New Brunswick	New Brunswick	None

**SCHEDULE D TO CANADIAN SECURITY AGREEMENT
FROM AGRA INC. AND ITS SUBSIDIARIES**

**SUPPLEMENT NO. ____
TO
CANADIAN SECURITY AGREEMENT**

This Supplement is made as of _____, ___ in favour of Canadian Imperial Bank of Commerce, as Administrative Agent.

WHEREAS:

- A. Reference is made to the Canadian Security Agreement dated as of April 30, 1999 from AGRA Inc. and certain of its Subsidiaries in favour of the Administrative Agent for the benefit of the Credit Providers (the "Security Agreement").
- B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement including the definitions of terms incorporated in the Security Agreement by reference to other agreements.
- C. Section 22 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Chargors under the Security Agreement by executing and delivering to the Administrative Agent a supplemental agreement to the Security Agreement in the form of this Supplement.
- D. Each of the undersigned (each a "New Chargor") is a Subsidiary of Agra and a condition to the Credit Providers continuing to make certain financial accommodation available to Agra under the Secured Credit Documents is that each of the undersigned become a Chargor under the Security Agreement by executing and delivering this Supplement to the Administrative Agent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by each of the New Chargors, each of the New Chargors severally (and not jointly or jointly and severally) covenants and agrees with the Administrative Agent for the benefit of the Credit Providers as follows:

1. Each of the New Chargors has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Administrative Agent pursuant to Section 22 of the Security Agreement.
2. Effective from and after the date this Supplement is executed and delivered to the Administrative Agent by any one of the New Chargors (and irrespective of whether this Supplement or the Security Agreement has been executed and delivered by any other Person):
 - (a) such New Chargor shall be, and shall be deemed for all purposes to be, a Chargor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and

Security Interests, as if such New Chargor had been an original signatory to the Security Agreement as a Chargor; and

- (b) all Collateral of such New Chargor shall be, and shall be deemed for all purposes to be, 'Collateral' of such New Chargor for the purposes of the Security Agreement and subject to Security Interests from such New Chargor in accordance with the provisions of the Security Agreement as security for the due payment and performance of the Liabilities of such New Chargor in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing each New Chargor severally (and not jointly or jointly and severally), as security for the payment and performance of the Liabilities (including the payment of any such Liabilities that would become due but for any automatic stay under the provisions of the *Bankruptcy and Insolvency Act* (Canada), the United States Bankruptcy Code or any analogous provisions of any other applicable law in Canada, the United States of America or any other jurisdiction) of such New Chargor charges and assigns to the Administrative Agent, and grants to the Administrative Agent a continuing security interest in, the Collateral of such New Chargor. Each reference to a Chargor in the Security Agreement shall be deemed to include each New Chargor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. Each of the New Chargors represents and warrants with respect to itself to the Administrative Agent and the Credit Providers that (a) this Supplement has been duly authorized, executed and delivered by such Chargor and constitutes a legal, valid and binding obligation of such Chargor enforceable against such Chargor in accordance with its terms, and (b) each of the representations and warranties made or deemed to have been made by it under the Security Agreement as a Chargor are true and correct on the date of this Supplement.

4. Each New Chargor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified in Schedule A to this Supplement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Supplement. The location of all other places where such New Chargor presently carries on business or keeps tangible Personal Property and the location of all jurisdictions in which such New Chargor's account debtors are located, and the location of all real property in which such New Chargor has any right, title and interest are set out in Schedule B to this Supplement. All material Intellectual Property Rights in which each New Chargor has any right, title or interest (and the nature of such right, title or interest), and all rights of such New Chargor to the use of any material Intellectual Property Rights, are described in Schedule C to this Supplement.

5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind any New Chargor coming into the possession of the Administrative Agent, and irrespective of whether this Supplement or the Security Agreement has been executed by any other New Chargor, this Supplement and the Security Agreement will be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, such New Chargor free from any promise or condition affecting or limiting the liabilities

of such New Chargor and such New Chargor shall be, and shall be deemed for all purposes to be, a Chargor under the Security Agreement. No statement, representation, agreement or promise by any officer, employee or agent of the Administrative Agent or any other Credit Provider, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced any New Chargor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of any of the New Chargors under the Security Agreement.

6. This Supplement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Supplement. Delivery of an executed signature page to this Supplement by any New Chargor by facsimile transmission shall be as effective as delivery of a manually executed copy of this Supplement by such New Chargor.

7. This Supplement is a contract made under, and will for all purposes be governed by and interpreted and enforced according to, the laws of the Province of Ontario (and the laws of Canada applicable in such Province) excluding any conflict of laws rule or principle which might refer these matters to the laws of another jurisdiction.

8. This Supplement and the Security Agreement shall be binding upon each of the New Chargors and the successors of each of the New Chargors. None of the New Chargors shall assign its rights and obligations under this Supplement or the Security Agreement or any interest in this Supplement or the Security Agreement.

IN WITNESS OF WHICH this Supplement has been duly executed and delivered by each of the New Chargors as of the date indicated on the first page of this Supplement.

[SIGNATURES OF NEW CHARGORS]

CHIEF PLACE OF BUSINESS AND PLACE OF BOOKS AND RECORDS

Name of New Chargor	Principal Place of Business and Chief Executive Office		
	Office at which the books and records are located	Office at which senior management are located and conduct their deliberations and make their decisions	Office from which invoices and accounts are issued

LOCATION OF JURISDICTIONS OF ASSETS

Name of New Chargor	Jurisdictions in which Personal Property is located	Jurisdictions in which New Chargor Carries On Business	Addresses of Owned Real Property

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