POSTPONEMENT AND SUBORDINATION **OF SECURITY INTEREST**

WHEREAS filed the following Financing Statement(s) against Personal Property Registry of Alberta:

(the "Grantor") has (the "Debtor") at the

List the Grantor's Financing Statements by date and registration number

> NOW THEREFORE in consideration of extending or continuing to extend credit to the Debtor, and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged by the Grantor), the Grantor hereby agrees to subordinate, postpone and defer all rights, claims, and security interests that it now has or may hereafter have in the Collateral of the Debtor listed in Schedule "A" hereto to the rights, claims and security interests that now has or may in the future have in the said Collateral.

THIS Postponement and Subordination of Security Interest shall enure to the benefit of

and its successors and assigns, and shall be binding upon the Grantor and its successors and assigns.

THIS Postponement and Subordination of Security Agreement may be executed electronically; this Postponement and Subordination of Security Agreement may be delivered by email, facsimile or other functionally-equivalent means.

IN WITNESS WHEREOF the Grantor has executed this Agreement as of the day of

SIGNED in the presence of:)))

Witness: