

SELF-STORAGE AND RENTAL AGREEMENT:

UNIT NUMBER: _____ (the "Unit")

This agreement is entered into as of the date of last execution between:

Owner name, address, telephone number:

(the "Owner;" if more than one person/entity, "Owner" shall mean each and all, jointly and severally)

-and-

Atlantic Supermarket Contractors Limited, a body corporate, of P.O. Box 1800, Stellarton, NS B0K 1S0, tel. 902.755.3213 (the "Provider")

The parties agree as follows:

1. The Provider shall rent, on an "as is, where is" basis, the above Unit to the Owner for the following period:

BEGINNING: _____

ENDING (if unknown, say "Unknown") _____

In the event the parties extend this period, for the above Unit or any other substitute or replacement unit, this Agreement shall apply with necessary modifications required by the context.

The Provider shall have the right, on 30 days' written notice to the Owner (such written notice given by ordinary mail and deemed delivered three business days after the posting thereof) to terminate this Agreement in the event (a) no or an "unknown" ending date is shown above or (b) the Owner does not vacate the Unit at or before the ending date above, if a specified ending date is shown.

In the event the Owner remains in possession of the Unit after a specified ending date, and the Provider does not terminate this Agreement, the rental shall be on a month-to-month basis subject to the provisions of this Agreement including but not limited to the provisions respecting

arrears, abandonment, and payment of rent in advance.

2. All goods of whatsoever kind are stored solely at the Owner's risk.
3. The person signing this agreement as Owner shall be, and be deemed to be, the sole owner of all goods stored in the Unit by the Owner. The Owner covenants that it has the right to possess the goods, free and clear of encumbrances, and to enter into this agreement (including the provisions regarding abandonment and regarding disposition of the goods for arrears of payment and otherwise).
4. The Provider shall provide the Unit and the Owner shall be solely responsible for the storing, packing and securing of all goods. The Owner shall provide the Owner's own security lock or device and the Owner warrants that the same is satisfactory for securing the Unit to the Owner's satisfaction.
5. The Owner shall not store any dangerous, inflammable, or explosive goods on the premises, or any goods of an illegal nature or any goods that do not belong to the Owner or to which the Owner does not, at all relevant times, have an exclusive right of possession. The Unit shall be used exclusively for the storage of goods and not for the carrying on of business, habitation, or any other purpose.
6. The Owner shall be solely responsible for any and all insurance on the goods stored in the Unit and hereby acknowledges that the Provider shall not furnish any insurance or be responsible for the goods in any way whatsoever, and in particular is not responsible for any damage or destruction of the goods by reason of storm, tempest, flood, fire, explosion, civil unrest, burglary, theft, or in any other way (whether or not caused or contributed to by the negligence of the Provider, its employees, servants or agents).
7. Goods of any description held in storage and in respect of which a sum exceeding an amount equal to three months' storage or rental charge (either as originally provided or as increased pursuant to paragraph 9) is outstanding may, at the option of the Provider, be disposed of to reimburse storage charges, costs, and fees, all in accordance with the Warehousemen's Lien Act (or any replacement, successor, or similar legislation, or any legislation or law pertaining to unpaid liens or charges for storage of goods). The Owner hereby grants the Provider license and permission to open the Unit (by force or otherwise) with or without (at the Provider's option) terminating any remaining term of lease hereunder for the purposes of exercising the Provider's rights of disposition hereunder.
8. In addition to the provisions of this Agreement, of paragraph 7 hereof, and such other rights as are provided to the Provider at law, goods of any description held in storage and in respect of which a sum exceeding an amount equal to six months' storage or rental charge (either as originally provided or as increased pursuant to paragraph 9) is outstanding shall be considered abandoned, shall without notice cease to be the property of the Owner, and may be disposed of by the Provider in such manner as the Provider deems fit. The Provider shall not be liable in any way to the Owner for such disposition, nor to account for such goods or any proceeds thereof. The Owner hereby releases and forever discharges the Owner from any and all liability for the exercise of this clause.

9. Storage or rental charges on the Unit shall be \$_____ per month plus any taxes exigible on such charges (other than taxes on the profits of the Provider), payable no less often than monthly, in advance. The sum payable above may be increased on three months' written notice by the Provider to the Owner by ordinary mail, postage prepaid, at the address of the Owner noted above (provided that if a specific ending date is noted in paragraph 1 hereof, no such notice may be given until after such ending date). Such notice shall be deemed to have been given three business days after the posting thereof. For greater certainty, if such increased rate is not so paid by the Owner, the provisions of paragraph 7 and 8 hereof respecting arrears and abandonment shall apply notwithstanding payment of a lesser or partial sum by the Owner.

10. This agreement is the full agreement between the parties and no oral variation shall be effective. This agreement shall be governed by the laws of Nova Scotia and the parties attorn to the sole, original, and exclusive jurisdiction of the Courts of Nova Scotia. The Owner acknowledges receipt of a copy of this agreement.

Agreed this _____ day of _____,

Owner(s)

Agreed this _____ day of _____,

Atlantic Supermarket Contractors Limited
Carrying on business as A-1 Refuse

By _____