

Court File No. CV-22-00685133-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

CHRISCWE HOLDINGS INC.

Plaintiff

- and -

**OASIS GLOBAL INC.,
JOHN MARK RIVERS also Known as MARK RIVERS,
and 2833713 ONTARIO INC.**

Defendants

SUPPLEMENTARY REPORT TO THE SECOND REPORT OF THE RECEIVER

November 6, 2023

Further to the Receiver's Second Report, dated October 31, 2023, which has been filed with the Court, the Receiver now reports as follows:

Asset Purchase Agreement

1. The Receiver has been provided with a draft Asset Purchase Agreement ("**APA**"), which is attached as **Confidential Appendix "A"**.
2. The APA is between Chriscwe Holdings Inc. ("**Chriscwe**" or the "**Purchaser**") and the Receiver ("**Vendor**").
3. The Purpose of the APA is for Chriscwe to purchase from the Vendor, all of Oasis Global Inc's and Mr. Rivers' right, title and interest, to the Purchased Assets, as defined therein.
4. The salient terms of the APA are as follows (defined terms used in this section and not otherwise defined herein have the meaning ascribed to them in the APA):
 - (a) The purchase price payable by the Purchaser to the Vendor for the Purchased Assets shall be \$ as stated in Confidential Appendix A ("**Purchase Price**").
 - (b) The Vendor shall deliver a deposit ("**Deposit**"). The Purchaser authorizes the Vendor to disburse the Deposit in accordance with the following provisions:
 - (i) if the purchase and sale of the Purchased Assets is completed in accordance with the terms of the APA, then the Deposit shall be released from trust and applied towards payment of the Purchase Price;
 - (ii) if the purchase and sale of the Purchased Assets is not completed due solely to a default by the Purchaser, then the Deposit shall be forfeited by the Purchaser as liquidated damages (and not as a penalty) without prejudice to any other rights and remedies of the Vendor arising from the Purchaser's default; and
 - (iii) if the purchase and sale of the Purchased Assets is not completed for any other reason, then the Deposit shall be returned to the Purchaser and the Purchaser, and the Vendor shall be released from all obligations stipulated by the APA.

- (c) The Purchase Price shall be paid and satisfied by the Purchaser at the Closing as follows:
 - (i) the Deposit shall be paid to the Vendor and credited against the Purchase Price in accordance with subsection (b)(i) of the APA; and
 - (ii) the balance shall be paid to the Vendor by way of the Purchaser credit billing its senior secured debt (which currently amounts to approximately \$9,300,000).
- (d) The Purchase Price shall be allocated among the Purchased Assets in the manner agreed to by the Purchaser and Vendor prior to Closing (acting reasonably) and the Parties shall file their respective income tax returns prepared in accordance with such allocations.
- (e) Other than the Assumed Liabilities (as defined therein), the Purchaser shall not assume and shall not be liable for any debts, liabilities or other obligations of any Company.
- (f) The Purchaser may, at its option, exclude any of the Purchased Assets from the transaction contemplated hereunder prior to the Time of Closing, whereupon such Purchased Assets shall be Excluded Assets, provided, however, that there shall be no adjustment in the Purchase Price.
- (g) The Closing shall take place at 10:00 a.m. on the Closing Date at the offices of the Vendor's Solicitors, or at such other time on the Closing Date or such other place as may be agreed orally or in writing by the Vendor and the Purchaser.

Disclaimer of Distribution Contract Agreement with Segway Technology Co., Ltd.

5. On October 26, 2023, the Receiver was provided from Segway Technology Co., Ltd. ("**Segway Technology**"), their letter stating the material breaches of 283. The letter was appended to in the Receivers' second report and is attached here again as **Appendix "B"**
6. On November 2, 2023, legal counsel for the Defendants responded to Segway Technology's letter by email, explaining why they are not in breach. Attached as **Appendix "C"** is a copy of the email response. To date, Segway Technology has not responded , and the Receiver is reviewing the allegations and can report to the Court at a later date of its findings if requested by the parties.
7. Also, on October 26, 2023, Segway Technology provided the following that collectively comprises of the distribution arrangement between Segway Technology and 283.
 - (a) Letter of Intent dated July 15, 2021 ("**LOI**"), between Segway Technology and 283 for the purpose of the former granting exclusive distributorship rights to the latter. The LOI is attached as **Appendix "D"**.
 - (b) Memorandum of Understanding between Segway Technology and 283. This document is attached as **Appendix "E"**. Therein, it sets out various stipulations between the parties in connection with the Exclusive Distribution Agreement, including but not limited to purchase targets, warranties, handling of social media, and the servicing of loans that were to be provided by Segway Technology to 283. The Receiver notes that this document is undated.
 - (c) Memorandum of Understanding dated February 10, 2023. This document sets out an agreement regarding recall, marketing support, and purchase support and is attached as **Appendix "F"**.
 - (d) Distribution contract – addendum dated February 11, 2023 ("**Distribution Contract Addendum**") and is attached as **Appendix "G"**.
8. The APA has a condition in Article 4.1 (Purchaser's Conditions), that the current distribution agreement be terminated. The Receiver has been asked to disclaim this distribution arrangement consisting of the Distribution Contract Addendum and the applicable letter of intent and memorandum of understandings, in order to fulfil the purchaser's condition under Article 4.1.

9. The Receiver has had discussions with Segway Technology's legal counsel, and they believe a disclaimer is required so that Segway Technology can move ahead with a new distribution agreement with the purchaser, Chriscwe, on an urgent basis as the non-operational status of Oasis is causing harm and reputational damage to the Segway brand including the fact that the dealers and customers are not being serviced properly.
10. Segway Technology has made it clear to the Receiver that it will no longer move forward with Mark Rivers, 283 and Oasis, and that an immediate resolution to provide proper sales, service and warranty resolution to the dealers and customers is paramount.
11. Without Segway Technology's support, the value of any company selling and servicing Segway products in Canada is nullified.
12. The purchase price in the APA is significantly higher than the appraisal value of the inventory conducted by the Receiver in September 2023, which was attached as a confidential appendix in the Second Report.
13. Under these circumstances, the highest value that can be obtained for the assets of Oasis is the sale of its assets through the APA. Further, as Chriscwe will continue the Segway business in Canada with support of Segway Technology, then the Segway brand has an ability to be repaired, and the dealers and customers can start receiving proper service.

Lease Agreements with Mill Valley and Mark Rivers

14. There is a lease agreement between Mr. Rivers (as Head Landlord) and Mill Valley Private Reserve LP (as Tenant), dated December 15, 2014. A copy of this lease agreement is attached as **Appendix "H"**.
15. There is a lease agreement between Mill Valley Estates of 101 Rolph Road, Baltimore, ON K0K 1C0 (as Sub-Landlord), and Oasis (as Sub-Tenant), dated May 1, 2018. A copy of this lease agreement is attached as **Appendix "I"**.
16. Given that the APA provides for the Vendor to rent out the premises located at 101 Rolph Road, Baltimore, ON K0K 1C0, to the Purchaser, the Receiver will look to the Court to disaffirm or terminate the leases with Mill Valley Private Reserve LP and Mill Valley Estates.

17. Further, the Receiver will request an Order from the Court granting leave to the Receiver to enter into a Residential form of Lease on terms and conditions to be approved by this Court with the debtor, Mr. Rivers, and Ms. Rivers, in respect of those lands and premises that constitute the residence of Mr. Rivers and Ms. Rivers and any lands and improvements appurtenant thereto.

De Lage Landen Financial Services Canada Inc. (“DLL”)

18. The Receiver will look to the Court to disaffirm or terminate the Wholesale Program Agreement entered into between DLL and Oasis dated March 30, 2022, as amended by an Amendment No. 1 to Wholesale Program Agreement entered into between DLL, Oasis and 283 dated September 7, 2023, but without prejudice to the rights of the Debtor, the Receiver, and DLL, to pursue such claims and remedies as may be available to each of them.

Recommendations:

19. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court:
 - a) Grant an Order approving the APA and vesting title in and to the Purchaser upon the Receiver’s filing a certificate confirming that that the conditions of closing have been met to the Receiver’s satisfaction;
 - b) Grant an Order to disclaim the Distribution Contract Addendum and the applicable letter of intent and memorandum of understandings between Segway Technology and 283;
 - c) Grant an Order to permit the Receiver to disaffirm, or terminate, as the case may be, the following:
 - i. lease agreement between Mr. Rivers (as Head Landlord) and Mill Valley Private Reserve LP (as Tenant), dated December 15, 2014;
 - ii. lease agreement between Mill Valley Estates of 101 Rolph Road, Baltimore, ON K0K 1C0 (as Sub-Landlord), and Oasis (as Sub-Tenant) dated May 1, 2018; and

- iii. the Wholesale Program Agreement entered into between DLL and Oasis dated March 30, 2022, as amended by an Amendment No. 1 to Wholesale Program Agreement entered into between DLL, Oasis and 283 dated September 7, 2023, but without prejudice to the rights of the Debtor, the Receiver, and DLL, to pursue such claims and remedies as may be available to each of them.

- d) Grant an Order to permit the Receiver to enter into a Residential form of Lease on terms and conditions to be approved by this Court with the debtor, Mr. Rivers, and Ms. Rivers, in respect of those lands and premises that constitute the residence of Mr. Rivers and Ms. Rivers and any lands and improvements appurtenant thereto.

All of which is respectfully submitted this 6th day of November 2023.

CROWE SOBERMAN INC.

**IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF
OASIS GLOBAL INC., JOHN MARK RIVERS and 2833713 ONTARIO INC.**



CONFIDENTIAL
APPENDIX A

APPENDIX B

October 26, 2023

To: Crowe Soberman Inc., in its capacity as Court-appointed Receiver of Oasis Global Inc. ("Oasis"), John Mark Rivers, and 2833713 Ontario Inc. ("283")

Attention: Hans Rizarri
Crowe Soberman Inc.
2 St. Clair Avenue East
11th Floor
Toronto Ontario
M4T 2T5
Canada

Re: Distribution agreement between Segway Technology Co., Ltd. and 2833713 Ontario Inc.

Dear Mr. Rizarri,

Further to our discussion of Friday October 13, 2023, we write this letter to express our concern with respect to the status and continued operations of Oasis and 283.

In particular, we understand that Crowe Soberman Inc., was appointed as interim non-possessory receiver of Oasis, John Mark Rivers, and 283 pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 31, 2023 (the "Interim Order"), and subsequently as Court-appointed receiver (in such capacity, the "Receiver") pursuant to an order of the Court dated August 31, 2023 (the "Appointment Order").

Notwithstanding the fact that the Interim Order has been in place for approximately five months, and the Appointment Order in place for approximately two months, there does not appear to be any resolution to address the impasse among the shareholders of Oasis and 283, or any progress towards marketing and selling the business of 283 and/or Oasis.

As you know, Segway Technology Co., Ltd. ("Segway") is a party to the following agreements with 283 (collectively, "Distribution Agreements"), which we enclose with this letter:

1. Segway Powersports Letter of Intent entered between Segway and 283 dated July 15, 2021 (the "Letter of Intent", see Enclosure 1), as supplemented by Distribution



- Contract -Addendum between Segway and 283 dated February 11, 2023 (“Distribution Contract -Addendum”, see Enclosure 2);
2. MOU between Segway and 283 dated February 10, 2023 (see Enclosure 3); and
 3. MOU between Segway and 283 (undated) (see Enclosure 4).

As you are aware, pursuant to the Distribution Agreements 283 is Segway’s exclusive distributor of product in Canada. While Segway recognizes that the Appointment Order contains a stay of proceedings that prevents it from terminating the Distribution Agreements without the consent of the Receiver, or leave of the Court, the continued impasse at 283 and Oasis is causing Segway material prejudice.

Prior to the Appointment Order, 283 was in material default under the terms of the Distribution Agreements (and continues to be as of this date), including, without limitation, pursuant the following events of default:

1. 283 has defaulted under Section 5.2 of Letter of Intent by failing to notify Segway of its applicable retail price for authorized product;
2. 283 has defaulted under Section 8.2 of Letter of Intent by failing to maintain sufficient stock of Segway’s spare parts. As a result, 283 appears to be failing to perform after-sales service to satisfy consumers’ requests for service of product;
3. 283 has defaulted under Section 10 of Letter of Intent by failure to submit required reporting to Segway;
4. 283 has defaulted by failing to achieve minimum purchase targets of 2000 units from February to June 2023; and
5. 283 and its sub-distributor, Oasis, have been placed into receivership.

In addition, 283 owes Segway approximately USD \$1.13 million for powersports units shipped pursuant to the Distribution Agreements. Segway expects that any future party to the Distribution Agreements that intends to continue to do business with Segway will pay in full all outstanding amounts owing to Segway under the Distribution Agreements.

At this point in time, Segway is considering all of its rights and remedies at law, including, without limitation, the possible termination of the Distribution Agreements. Segway hereby requests clarity about the future of Oasis, 283 and the conduct of the receivership generally. Segway is particularly interested in the following matters:

1. Ability of the Receiver to maintain normal operations during the receivership, including its ability to make payments to Segway for any future shipments of product, and to other suppliers and employees;
2. Ability of the Receiver to maintain its delivery and services to the dealers selling the powersports units to the buyers;
3. Ability of the Receiver to provide the dealers with support for recalls, repairs and warranties for the powersports units sold;



4. The cash flow status to maintain operations; and
5. The process for dealing with the current impasse among the Oasis and 283 stakeholders, including a potential marketing and sale of the business.

Segway reserves all of its rights and claims under the Distribution Agreements and at law. Nothing contained in this letter or in any discussions or meetings that may occur between Segway, the Receiver, 283 or Oasis shall be construed as a waiver of any such rights or remedies.

Please do not hesitate to contact us to discuss any of the above.

Sincerely,

Segway Technology Co., Ltd.



APPENDIX C

Daniel Posner

From: Daniel Posner
Sent: November 5, 2023 8:36 PM
To: Daniel Posner
Subject: FW: Receivership of Oasis Global Inc. ("Oasis"), 2833713 Ontario Inc. ("283") and Mark Rivers ("Mark")
Attachments: Enclosure 4-MOU (undated).pdf
Importance: High

From: Jason Spetter <jspetter@lzwlaw.com>
Sent: Thursday, November 2, 2023 2:12 PM
To: Hans Rizarri <Hans.Rizarri@CroweSoberman.com>
Cc: Ian Klaiman <IKlaiman@lzwlaw.com>; Jeffrey E. Feiner <jfeiner@cormanfeiner.com>; dchochla@fasken.com; gcaplan.scalzilaw@outlook.com
Subject: Receivership of Oasis Global Inc. ("Oasis"), 2833713 Ontario Inc. ("283") and Mark Rivers ("Mark")
Importance: High

CAUTION : This email originated from outside of the Crowe Soberman organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Hans,

I confirm that we have now been retained by the respondents in the above noted receivership. Our client has now had an opportunity to review the letter from Oasis to the receiver dated October 26, 2023, and we wish to respond as follows with respect to Segway's allegations:

1. [Segway's claim: 283 has defaulted under Section 5.2 of Letter of Intent by failing to notify Segway of its applicable retail price for authorized product](#)

All applicable retail prices for authorized products (ATV, UTV and SSV) have been listed on the segwaypowersports.ca website from the time of the brand launch (see links below). While 283 placed their orders and submitted deposits for the AT5 and UT10 Crew, they have been advised by Fan (283's sales manager at Segway) that production has not commenced. Under the circumstances, they cannot advertise the retail price until confirmation is received that the above products will be delivered.

<https://segwaypowersports.ca/pages/segway-villain-ssv-sxs>
<https://segwaypowersports.ca/pages/segway-fugleman-utv>
<https://segwaypowersports.ca/pages/segway-snarler-atv>

2. [Segway's claim: 283 has defaulted under Section 8.2 of Letter of Intent by failing to maintain sufficient stock of Segway's spare parts. As a result, 283 appears to be failing to perform after-sales service to satisfy consumers' requests for service of product](#)

283 has been aggressively chasing Segway for parts and there is a substantial paper trail demonstrating those efforts. Segway has provided a number of explanations for the delay of supply for parts: COVID, supply chain challenges, staffing challenges etc. For example, Segway required that 283 send out recall notices to over 300 of our customers yet, to date, Segway has only provided a fraction of the parts to satisfy this recall.

Furthermore, 283 submitted an urgent order for parts in August 2023. Despite assurances from Segway representatives that the parts would be delivered immediately, those parts have still not been delivered.

3. 283 has defaulted under Section 10 of Letter of Intent by failure to submit required reporting to Segway

283 sends month end reporting to Segway regarding all retail sales. Their parts/service/warranty team also meets weekly with Segway to provide reporting and any other information sought by Segway. Furthermore, Mark, Linda and accounting also provides Segway with reports whenever those reports are requested. For example, when Fan and Young from Segway were recently at 283's business premises, Fan requested and received from 283 sales information on the market. Fan acknowledged at that time that he was not aware of the details of the sales information maintained by 283.

4. 283 has defaulted by failing to achieve minimum purchase targets of 2000 units from Feb to Jun 2023

Please refer to the attached Memorandums of Understanding, in which the 2000 unit requirements was revised to 774. This change was discussed and agreed to during Mark's trip in February 2023. However, even with the 774 unit requirement, Segway has missed its obligations during the ensuing months. The revised target was based on parts arriving in time for the season, not after the peak season had ended. 283 is still waiting for many of those parts and the 2023 season has long ended.

Concerns also been raised by Segway about (a) the receiver's ability to maintain normal operations during the receivership, including its ability to make payments to Segway for any future shipments of product, and to other suppliers and employees, (b) the receiver's ability to maintain its delivery and services to the dealers selling the powersports units to the buyers, and (c) the receiver's ability to provide the dealers with support for recalls, repairs and warranties for the powersports units sold.

The principals of 283 have done everything possible to assist the receiver in maintaining normal business operations regarding the Segway contract.

We look forward to resolving any outstanding issues with Segway in a practical and productive manner.

Jason Spetter | B.A., LL.B.

Managing Director

D. 416 789 0655

T. 416 789 0652 x367

F. 416 789 9015

jspetter@lzwlaw.com



Lipman, Zener & Waxman PC

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100 Sheppard Avenue East, Suite 850

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APPENDIX D

Segway Powersports Letter of Intent

Date:

This Letter of Intent (the “Document”) made as of this 15st day of July, 2021 (the “Execution Date”)

赛格威科技有限公司 Segway Technology Co., Ltd.
Tel: +86-519-69657999 Web: powersports.segway.com

江苏省常州市武进国家高新技术产业开发区夏城南路 395 号
No.395, Xiacheng South Road, Wujin National High-tech Industrial Development Zone,
Changzhou, Jiangsu, China.

Between: Party A: Segway Technology Co., Ltd. (hereinafter referred as “Segway Powersports” or “Party A”), of No.395, Xiacheng South Road, Wujin National High-tech Industrial Development Zone, Changzhou City, Jiangsu Province, China.

Party B: 2833713 Ontario Inc, (hereinafter referred as “SPC Segway Powersports Canada” or Party B) of 101 Rolph Road Baltimore ,Ontario , Canada. K0K 1C0

本意向书 (“文件”) 于 2021 年 7 月 15 日 (“签署日期”) 签署

双方: 甲方: 赛格威科技有限公司 (以下简称 “赛格威” 或 “甲方”), 地址: 中国江苏省常州市武进国家高新技术产业开发区夏城南路 395 号。

乙方: 2833713 Ontario Inc, (下称 “SPC Segway Powersports Canada” 或 “乙方”), 位于 101 Rolph Road Baltimore ,Ontario , Canada. K0K 1C0

Background:

1. Party A wish to grant Exclusive Distributorship to Party B in territory of Canada
2. Party B will be representing Segway on the Sales and Marketing, after-sales service within the territory
3. Period of exclusivity is to be reviewed 14th-July, 2026.
4. Annual Sales target see appendices .
5. Product line are listed below

背景:

1. 甲方希望授予乙方在加拿大境内的独家经销权
2. 乙方将代表赛格威在区域内进行销售和营销、售后服务
3. 独家经销权限将于 2026 年 7 月 14 日进行到期。
4. 年度销售目标见附件。
5. 产品线如下所示

This Document will establish the basic terms included in a five year renewable Exclusive Distribution Document (the “Exclusive Distribution Document”) between the parties. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms maybe changed and deleted. The basic terms are as follows:

本文件将确立双方未来独家经销文件 (“独家经销文件”) 中包含的基本条款。本文件中包含的条款并不全面, 预计可能会增加其他条款, 现有条款可能会被更改和删除。基本条款如下:

Non-binding

This document is an initial letter of intent . The terms and conditions of the Exclusive Distribution document will supersede any terms and conditions contained in this document.. It is understood that the distributor is making significant investments and commitments in the spirit of a long term exclusive distribution agreement and needs the security and protection of exclusivity to secure the necessary banking relationships and continue to build infrastructure and resources including purchases of inventory and accessories necessary to ensure that the brand is professionally and properly supported in the territories. Both parties agree to operate under the terms of distribution agreement and in the spirit of this LOI until the final binding agreement has been formalized, including non solicitation of other parties without first terminating this agreement and proper notice period of not less than six months.

不具约束力

本文件为初始意向书。独家分销文件的条款和条件将取代本文件中所包含的任何条款和条件。据了解，经销商正在本着长期独家分销协议的精神进行重大投资和承诺，需要排他性的安全和保护，以确保必要的银行关系，并继续建立基础设施和资源，包括购买必要的库存和配件，以确保品牌在地区得到专业和适当支持。双方同意根据分销协议的条款和本协议的精神运作，直到最终具有约束力的协议正式生效，包括未事先终止本协议的其他方，以及不少于六个月的适当通知期。

1 授权 Authorization

甲方在此授权乙方为其独家经销商，在第 3 条所列区域（“经销区域”）内营销、销售、经销和提供第 3 条所列产品和服务，乙方接受上述授权。

Party A hereby appoints Party B as its Exclusive Distributor to market, sell, distribute and provide the Products and Services stipulated in Article 3 in the territory stipulated in Article 3 (“Territory”), and Party B accepts such appointment.

2 授权经销商品 Authorized Products and Services

甲方所授权经营的 Segway 全地形车及其附属产品（“产品”），以及与前述产品相关的零售、市场营销、租赁和商业合作（“服务”）。

授权车型如下：

Models of all-terrain vehicle manufactured by Segway and their accessories (“Products”) as authorized by Party A, as well as the retail, marketing, leasing, and other business cooperation in relation to the above-mentioned products (“Services”).

Authorized models as follows:

ATV Snarler series	UTV Fugleman series	SSV Villain series
		

3 经销区域 Distribution Territory/ies

3.1 仅限 加拿大。

Party B’s authorized Distribution Territory/Territories is/are Canada only.

3.2 乙方对其经销区域内一切关于产品的销售、推广、售后服务的行为负责并承担相应责任。

Party B is responsible for its business actions related to the sales, promotion, after-sales service of products within the Territory and undertakes all responsibilities to such actions.

3.3 未经甲方事先书面同意，乙方无权指定分销商和/或将本协议项下全部或部分义务外包给第三方。

Without Party A’s prior written consent, Party B is not entitled to appoint Sub-Distributors and/or to contract out all or part of its obligations under this document to third parties.

- 3.4 乙方对其发展的经销商或与之有关联关系的任何人或关联公司（“关联方”）负责并承担连带责任。
Party B shall be responsible for the distributors it develops or anyone related to it or affiliated companies ("Affiliated Companies") and Party B undertakes joint and several liability.

4 价格条款及价格 Price terms and Price

- 4.1 本协议有效期内，乙方从甲方购买产品的价格条款及价格以甲方提供的报价表为准。
During the term of this document, Price terms and price of the products will be listed in the quotation provided by Party A.
- 4.2 产品的报价及结算均采用美元。（除非甲乙双方书面特殊约定）
Product pricing shall be in US dollars. (Unless the parties agree otherwise in writing)
- 4.3 乙方应当负责所有必要的清关、进口许可证，并且乙方应当支付进口和运至目的地所产生的全部相关关税、税收和其他收费。
Party B shall be responsible for all the necessary import clearance, import licenses, and Party B shall pay all related duties, taxes and other charges for import and transportation to destinations,

5 代理商购买和承诺销售数量 Distributor's Minimum Purchase Quantity

- 5.1 最低采购量见本合同附件一。
The minimum purchase quantity is as Appendix 1 of the document.
- 5.2 乙方根据所经销区域市场的具体情况，制定 Segway Powersports 的市场零售价并报甲方同意后方可执行，甲方有权对乙方市场的零售价做出调整且乙方必须遵守。甲方不干预乙方在其经销区域内的正常的销售、市场活动。
According to specific circumstances within the Territory, Party B shall determine the applicable market retail price of authorized products and report to Party A in writing. The market retail price shall not be set without the prior written confirmation from Party A. Party A is entitled to suggest retail price within Party B's Territory and Party B must comply to them. Party A shall not interfere with Party B's normal sales, market activities within the Territory.

6 采购条款 Terms of Purchase

- 6.1 订单 Order
乙方应通过提交书面采购订单（“订单”）向甲方订购产品，订单中应列明订单号、产品品名和描述、数量、价格、要求的交货日期和地点，以及甲方履行订单所需的任何其它出口/进口信息。甲方应在收到订单后的七（7）天内书面确认订单，甲方不得无理拒绝此类订单。
Party B shall order products from Party A by submitting a written purchase order ("Order"). The order shall specify order number, product name and description, quantity, price, required delivery date and location, and any other export / import information required for Party A to fulfill orders. Party A shall confirm the order in writing within seven (7) days after receipt of orders, and shall not unreasonably refuse such orders.

6.2 付款条款 Payment term

货款应按如下付款条款支付至甲方：

Payment shall be made to Party A according to the following payment term:

- 6.2.1 付款条款：在订单确认后 5 日内，10%电汇预付，在发送 VIN 号后，乙方 3 天内支付 20%，70%见提单副本电汇，

如乙方要求其他付款条件，需书面告知甲方并获得甲方书面同意后方可执行。

Payment term: 10% down payment after order confirmation by T/T within 5 days, 20% paid within 3 days after that Party A send the VINs to Party B, balance payment at the sight of B/L copy.

Providing Part B requires other payment terms, Part B shall inform Part A in written form and shall be implemented after Part A's consent in written form.

7 保证 Warranties and Representations

甲方对其根据本协议出售的产品向乙方做出下列担保：

Party A warrants and represents to Party B for products sold under this document:

7.1 甲方是产品、及“Segway”商标以及产品中所含的其它知识产权的合法所有者（或合法授权使用者），产品、商标及产品中所含的其它知识产权上没有设定任何留置、担保或权利负担；

Party A is the legal owner (or legal authorized user) of the products, “Segway” trademark and other intellectual property contained in the products. There is no lien, guarantee or any encumbrances in the products, “Segway” trademark and other intellectual property contained in the products;

7.2 甲方同意使乙方免受任何和所有因甲方侵犯任何第三方知识产权、或基于其侵犯任何第三方知识产权而产生、或与其侵犯任何第三方知识产权相关的任何和所有索赔，责任，费用及支出，并为此赔偿乙方。

Party A agrees to indemnify Party B against any and all claims, liabilities, costs and expenses due to Party A's infringement of intellectual property rights of any third party.

8 库存及维修服务 Inventory and services

8.1 乙方应根据实际情况，保证充足的甲方产品库存以随时保证客户的订单供应。

Party B shall maintain an adequate stock of products available for purchase by its customers.

8.2 乙方应准备好在任何时间在其授权经销区域内向任何客户提供维修服务，并应始终保持充足的甲方备件的库存以应对客户随时可能的订单。此外，乙方应建立并保持足够的工作车间，配备所有必备设施和合格的工程师和/或技师，来进行有效的甲方产品售后服务。

Party B shall make available repair services for any customers in the territory at all-time, and shall always maintain a sufficient stock of Party A's spare parts upon its customer's order at any time. Further, Party B shall set up and maintain sufficient workshops equipped with all necessary facilities and qualified engineers and / or mechanics, to perform effective after-sales service for Party A products.

8.3 在履行这样的保修索赔中乙方应充当甲方的代理人。乙方和乙方指定的经销商必须提供妥善的甲方产品维修服务，不仅包含车子本身发现的问题，还包括处理保修索赔。甲方产品的保固和保修服务必须专门使用原装甲方备件。基于甲方提供的英文版本，乙方必须使用整套甲方服务文件（维修说明，操作手册，备件目录），并发给所有经销商。

Party B shall act as Party A's agent in the fulfillment of such a warranty claim. Party B and the appointed Party B dealers shall be obliged to maintain an appropriate customers and maintenance services for Party A product, which not only include those delivered, but also include handling of warranty and guarantee claims.

Guarantee and warranty services for Part A product shall exclusively use original Party A spare parts, subject to availability and quality. Based on the English version offered by Party A, Party B shall be obliged to use the entire set of Party A service documents (maintenance instructions, operation manuals, spare parts catalogs) and deliver them to all dealers.

8.4 当甲方接获任何来自代理商区域内的经销商或者顾客的投诉，甲方会毫不迟延地转介有关投诉到乙方，乙方应立即进行调查，并采取适当的行动。

Whenever Party A receives any complaint from any dealers or customers in the territory for Part A products,

Party A shall refer such complaint to Party B without delay, and Party B shall immediately investigate and take appropriate actions.

8.5 甲方下令召回时，乙方有义务支持和开展召回行动，甲方须承担因质量问题召回而产生的费用。

Party B shall be obliged to support and carry out recall operations ordered by Party A. Party A shall be responsible for the costs incurred due to the recall of quality problems.

9 商标和商品名称的使用 Use of Trademark and Trade Name

除非获得 Segway Powersports 的书面授权，否则乙方不得使用 Segway 商标及相关信息，进行销售、推广、服务。

Without Segway Powersports' authorization, Party B cannot use Segway's trademark and its related info for marketing, promotion and service.

10 商情报告 Business Report

乙方应向甲方提供以下数据及信息：

Party B shall submit and provide the following data and information to Party A:

10.1 市场销售统计:一年一次/按要求提供

Submit the sales statistics of the Territory to Party A as annually or as required.

10.2 代理市场各品牌的市场份额:每季度一次

Submit market share of brands to Party A quarterly.

10.3 进销存报告:每月 5 日前

Submit sales and inventory report to Party A before the 5th of each calendar month.

10.4 竞争对手分析: 市场份额，产品，定价等:一年一次/按要求提供

Submit the Competitor Analyses report: market shares, products, pricing, etc. as annually or as required.

11 广告及费用 Advertising and Fees

在经销区域内必须对产品进行相关的广告宣传，广告宣传的方式可以为展会、平面广告、网络等合理方式。

Party B shall conduct product-related advertising in the Territory, the form of which can be exhibition, printed ads, only ads, and other forms of media.

12 知识产权和保密 Intellectual Property Right and Confidentiality

12.1 甲方授权乙方在经销区域内在其与产品和服务的营销、销售、经销和提供相关的活动中使用“Segway”商标，并且保证乙方在经销区域内从事上述活动不会导致侵犯第三方的商标、专利、版权或其它知识产权，也不会导致乙方及任何代理商或二级分销商向第三方支付任何使用费，或承担任何赔偿责任。

Party A authorizes Party B to use the brand of “Segway” in the activities related to the marketing, sales, distribution and provision of its products and services within the distribution area, and guarantees Party B neither infringe brand, patent, copyright or other intellectual property of the third party when Party B takes up the above-mentioned activities within the distribution area, nor causes Party B or any agent or secondary distributors pay any charge for use to the third party, or assume any liability for damage.

12.2 一旦发现在经销区域内存在侵犯或潜在侵犯甲方知识产权的行为，乙方应立即通知甲方，并协助甲方采取措施(如：索赔、诉讼等)保护双方的权益。

Once it is found that there is behavior of infringement or potential infringement of intellectual properties of Party A within distribution area, Party B shall notify party A immediately, and assist party A to take steps and

protect the rights and interests of both parties.

- 12.3 在本协议期限内以及在本协议到期或终止后，未经对方事先书面同意，任何一方不得以任何形式于任何时间向任何第三人泄露双方交易过程中知悉的保密信息。这些保密信息包括但不限于产品价格、技术参数、设计图、技术来源以及与产品有关的其它信息、与产品有关的知识产权、营销策略、营销方式、营销网络、信息管理、客户/代理商/二级分销商信息、促销计划、商务政策以及所有与本协议相关的具有商业价值的信息。

Within the time limit of this document as well after the document expires or terminates, any party shall not release the confidential information known from trading of both sides to any third party in any form at any time without beforehand the prior written consent of the other party. Such confidential information includes but not limited to product price, technical parameters, design drawings, technical sources and other information related to the products, intellectual property, marketing strategy, marketing method, marketing network, information management, information of client/agent/ secondary distributors, promotion plan, business policy related to the product, as well as all the information with business value related to this document.

13 管辖法律和仲裁 Governing Law and Arbitration

- 13.1 本协议的订立、效力、解释、履行和争议的解决均适用中华人民共和国的法律（香港、澳门特别行政区和中国台湾地区法律除外）。

The conclusion, validity, explanation, performance and dispute resolution of this document and these terms and conditions are to be construed in accordance with the laws of the People's Republic of China with the Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan being excluded.

- 13.2 任何源于、产生于或涉及本合同的争议应由双方通过友好协商解决。若不能通过协商解决争议，则此争议应提交中国国际经济贸易仲裁委员会，根据申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地为北京。双方进一步确认并认可此仲裁裁决是终局的，对双方都具有约束力，不再进行任何起诉，同时仲裁裁决应对仲裁费用问题和其他所有有关事宜作出决定。仲裁裁决的执行将由有管辖权的法院进行。

Any disputes arising from, out of, or in connection with this document shall be settled through friendly consultations between the Parties. In case no resolution can be reached through consultations, the dispute shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with its rules of in effect at the time of applying for arbitration. The place of arbitration shall be Beijing. Both Parties further acknowledge and confirm that the arbitral award shall be final and binding upon all Parties, not subject to any judicial or non-judicial appeal; and shall deal with the question of costs of arbitration and all matters related thereto. Enforcement of the award rendered by the arbitrators maybe entered into by any court having jurisdiction thereof.

- 13.3 仲裁庭应由三（3）名仲裁员组成。申请人和被申请人各指定一（1）名仲裁员，第三名仲裁员由双方共同指定。如在争议提交仲裁后的六十（60）日内，任何一方未能指派其仲裁员或第三名仲裁员，则该方的仲裁员或第三名仲裁员应当由中国国际经济贸易仲裁委员会指派。

The arbitration tribunal shall be consisted of three (3) arbitrators. The applicant and the respondent shall each specify an (1) arbitrator respectively and the third arbitrator shall be specified by both parties. If any party has not specified its arbitrator or the parties fails to appoint a third arbitrator within sixty (60) days after the dispute is submitted to arbitration, then the arbitrator of this party or the third arbitrator shall be designated by CIETAC Court of Arbitration.

本协议经有关双方如期签署后生效，有效期从 2021 年 7 月 15 日至 2026 年 7 月 14 日。
有效期满前三个月内，双方应就续约事宜另行讨论。如果中英文有冲突，以英文为准。

This document will go into effect after signed by related both sides, period of validity is from 15th July, 2021 to 14th July, 2026.

Within three months before the expiry of the document, the two parties shall start discussion about the renewal of the document. In case of conflict between Chinese and English, the English version shall prevail.

Party A (甲方): Segway Technology Co., Ltd.

Printed Name:

Title: **赛格威科技有限公司**
SEGWAY TECHNOLOGY CO.,LTD

(Signature 签字)




Party B(乙方): 2833713 Ontario Inc.

Legal Representative Printed Name:

Title: **CEO**

(Signature 签字)



APPENDIX E

MOU between Segway and Oasis

备忘录

Party A: Segway Technology Co., Ltd

Party B: 2833713 Ontario Inc. (OASIS GLOBAL INC as the non-exclusive agency)

Party A and Part B had a friendly meeting in Segway factory in Changzhou, China and reach an agreement on below points:

1. 双方确定 2023 年的销售目标为 774 台 , 2024 年的销售目标为 2850 台
Party A and Party B agree to set the annual purchase target 774 unit in the rest of 2023 and 2850 units in 2024.

2. 甲方给与乙方支持额度 \$600,000 美元 , 用于一次性处理所有历史问题, 包括但不限于批量索赔、车辆回购、拆车件、支持政策等等, 该支持额度仅限于购买配件。甲方将立即释放 30 万美元, 9 月释放 20 万美元, 2023 年 Q4 释放 10 万美元。

Part A agrees to offer Party B \$600,000usd (say Six Hundred Thousand US Dollar) as credit support for all the past historical problems and questions including but not limit to bulk credit, buyback, freight, donor bike, parts credit support, door ship, unsellable units, obsolete parts, demurrage, etc. This support credit can be used to buy spare parts and accessories. The first 300,000usd can be released immediately. The second 200,000usd can be released in September. The last 100,000usd can be released in Q4, 2023. After Party's B check on spare parts shipped by Party A, Party B will draw down on the above credit.

3. 乙方应提供 293 万美元的回款计划, 其中 180 万美元的信用证需要立即回款, 同时提供剩余 113 万美元的回款计划。

Party B should offer your payment plan for balance due 2,930,000 usd more. The exact amount is as per the invoice value. Party B should offer relative necessary documents required by LC 1,800,000USD for bank to release the balance and also offer plan for rest balance.

4. 乙方同意甲方关于 AT5 和 UT10 双排的定价策略

Party B should agree to Party A's MSRP strategy for AT5 and UT10 Crew.

5. 甲方给予乙方 150 万美元的放账额度, 为提单日起 90 天, 在 180 万美元信用证回款后分批释放; 剩下 113 万美元 2024 年 Q1 前支付完。

Party A will offer 1,500,000USD (Say US Dollar One million and Five Hundred Thousand) for 90 days balance payment term from BOL date for only AT5 and UT10 Crew after 1,800,000 LC payment is paid. The rest 1,130,000USD can be paid in 2024 Q1.

6. 在无合理理由的前提下, 如果乙方未能完成以上既定销售目标和不能按时付款, 甲方有权解除合同, 并提前 3 个月通知。甲方在收到乙方订单时, 需确认交期, 按时交货。交货方式为 FOB, 甲方保证货物在 FOB 下是可卖的, 不可抗力除外。

In the premise of no rational and acceptable reasons, if Party B cannot meet the above set purchase

target and cannot fulfill the balance payment requirement, Party A is entitled to stop cooperation and terminate the exclusive agreement and inform Party B THREE months advance notice. Party A will confirm lead time when Party B places order to Party A. The delivery term is FOB and Party A will guarantee the goods are sellable under FOB basis and except for force majeure applied to both parties.

7. 如果乙方在规定的账期内未能履行付款义务，甲方有权停止发货，追索货款，直到货款到账后再考虑是否继续合作

If Party B cannot finish payment obligation in required payment term, Party A is entitled to stop delivery any products including but not limited to vehicle and parts. Party A will use whatever the way it is to take back balance due until the payment is made before business is continued.

8. 乙方执行的任何市场支持行为，包括但不限于拆车、回购、赠送、折扣等，如需甲方支持，需提前告知并获得甲方书面同意，否则甲方不承担由此产生的任何费用。

All marketing actions or behaviors made by Party B including but not only to donor bike, buyback, discount, etc, if needs support from Party A, Party B should inform Party A for written confirmation or Party A will not bear any cost arisen.

9. 配件订购、质量索赔均须按 DMS 的要求执行；

All parts purchase, claim should be operated in DMS.

10. Oasis 与 Segway 签订服务协议和索赔协议；

Party A and Party B will sign service and warranty agreements.

11. 2023.3.30 前所有索赔一次性结清，后续不能再提交,并且后期严格按索赔协议规定执行索赔程序，保证索赔的真实性和及时性，Segway 不再接受任何非 DMS 系统内的索赔；

Both Parties agree all warranties before March 31st, 2023 is all cleared and Party B will not claim any warranty again for those before this date.

12. 任何对市场的服务支持首先属于乙方的权责，如需甲方承担，需提前报备给甲方，并获得甲方的书面同意后，甲方才会承担支付相关费用；

If any service made by Party B in Canadian market needs money support from Party A, Party B should ask for written permission from Party A or Party A will not bear any cost arisen from these services.

Party B should follow Party A's requirement and procedures for warranty claim in DMS and make sure the claim is true and in time. Segway does not accept any warranty not made in DMS.

13. 售后配件货款结清并断点处理，售后件下单务必是慎重的严肃的，一定注意支付方式，不可随意改变支付方式，正常支付就是需要付款，索赔额度支付就是无需付款但需额度足够；

When Party B orders spare parts in DMS, they should pay much attention on the PAYMENT MODE. It is not allowed to select randomly. If you select normal payment, it is treated as normal order and should be paid. If you select warranty payment if your credit is enough in the DMS, it needs no payment again.

14. 乙方务必保证售后件款项的及时性并配合每月对账。

Party B should pay spare parts or accessories in time and both Parties shall make reconciliation monthly.

15. 甲方将提供售后（备件、索赔、系统、技术等）培训，乙方需接受培训。

Party A will offer aftersales training and Party B shall accept this.

16. 乙方必须配合甲方处理社媒舆情以保证 Segway 品牌和用户满意度

Party B should cooperate with Party A to deal with social media problems to ensure Segway brand and user satisfaction.

17. 召回行动需要加速推进，给出推进计划并且实际进度和计划误差在合理水平内。

All recalls should be accelerated and planned to make sure actual progress and plan is under reasonable deviation.

18. Segway 针对技术升级车辆会一比一发放技术升级包，Oasis 需按量给与经销商，避免后期经销商进行技术升级缺失该技术升级包。

Segway will offer technical upgrade package if necessary. Party B shall offer to dealers accurately in case of any missing or mistake.

19. 如以前签署的任何协议与本协议有冲突的地方，以本协议为准；


If any conflict between this MOU and previous agreement or MOUs, this MOU prevails.

Party A: Segway Technology Co., Ltd

Signature 

Date

Party B: 2833713 Ontario Inc. (OASIS GLOBAL INC as the non-exclusive agency)


Signature

Date

APPENDIX F

MOU

Party A: Segway Technology Co., Ltd

Party B: 2833713 Ontario Inc. (Oasis Global Inc. is the non-exclusive sales agent for Party B)

Attendee: Mark Rivers, Steve Chen, Jonas Shao, Danny Xiang, Young Yang

Date: February 10th, 2023

Location: Meeting Room in 3rd Floor, Segway Technology Plant

Both Parties had a friendly discussion and reached an agreement on recall, marketing and sales with details as below:

For **recalls** of heat shield, CVT, air filter and EPS, both Parties reached below agreement and Party A will offer USD150,000 (Total One Hundred Fifty Thousand US Dollar) credit to Party B who shall be responsible for all above-mentioned recall actions and take care of the customers in Canada including but not limited to notification, replacement and problem solving raised by recalls. Party A will not bear any responsibility for any problem caused by these recall actions.

This recall credit will be released ahead to the Party B's account in DMS system that Party B can use this credit to buy spare parts or accessories.

Marketing Support: Party A will offer USD30,000 (Total Thirty Thousand US Dollar) to Party B as support. This marketing support will be only released USD10000 (Total Ten Thousand US Dollar) to Party B in advance. The other USD5000 (Total Five Thousand US Dollar) will be released once the activity starts. The rest USD15000 (Total Fifteen Thousand US Dollar) will be released to Party B after Party B reaches the purchase target from by Party A below. Party B shall clear the payment for the units bought from Party A. Party B shall offer Party A the activity information including but not limited to description, pictures, audience, performance, feedback. Part B shall develop another 22 dealers from now till June, 2023

Purchase Support: Party A will offer USD70,000 (Total Seventy Thousand US Dollar) to Party B as support. This purchase support will be only released to Party B once Party B reaches the purchase target set by Party A below. Party B shall clear the payment for the units bought from Party A. This Purchase Support will be released by 3 stages which are 25%, 25% and 50% for total purchase order. When Party B buys 25% of total purchase quantity, Party A will release 50% of 25% of total purchase order firstly after 30% down payment is finished and the rest will be released after the balance payment is done. For example, Party A will release $70000 * 0.25 * 0.5 = 8750$ USD after Party B pays 30% down payment of 500 units. The rest will be released after 70% down payment is arranged and cleared.

Both Parties agree to set the minimum purchase target of 2000 units from February to June, 2023. Party B shall buy minimum 2000 units ATV, UTV or SSV from Party A starting from February to June and ship them

out from Party A. Party B shall also finish the payment for this 2000 units purchase orders. The division of this 2000 units is as below

Month	February	March	April	May	June
Quantity	250 units	300 units	450 units	450 units	550 units

Party A will deliver the units in time and will work together to ensure to offer two Crew Fugleman demo to Party B.

2833713 Ontario Inc.

Mark Rivers

Segway Technology Co., Ltd

Steve Chen, Jonas Shao, Danny Xiang, Young Yang

备忘录

甲方: Segway Technology Co., Ltd

乙方: 2833713 Ontario Inc. (Oasis Global Inc. is the non-exclusive sales agent for Party B)

与会人员: Mark Rivers, Steve Chen, Jonas Shao, Danny Xiang, Young Yang

日期: 2023 年 2 月 10 日

地点: 赛格威科技工厂三楼会议室

双方通过友好沟通, 就召回、市场、销售达成以下协议:

关于隔热板、CVT/空滤、EPS 的召回, 双方达成如下协议; 甲方会提供壹拾伍万美元的信用额度给乙方。乙方负责以上召回行动, 负责加拿大客户, 包括但不限于召回通知、更换和问题解决。甲方不会负责召回行动引起的任何问题的责任。

本召回信用额度会提前释放到乙方的在 DMS 的账户, 乙方可以适用此额度购买配件和后市场件;

市场支持:甲方提供乙方叁万美元作为支持。此市场支持先释放 1 万美元给乙方, 第二笔 5000 美元在活动开始后释放。第三笔 1.5 万美元在乙方完成甲方要求的采购目标后释放。乙方需结清从甲方购买的车辆的款项。乙方需要提供甲方活动信息, 包括但不限于活动介绍, 照片, 受众, 效果等。

采购支持:甲方提供乙方柒万美元作为支持。本采购支持仅会在乙方完成甲方制定的采购目标后释放

给乙方, 乙方需结清从甲方购买车辆的款项

采购支持分 3 阶段执行，分别为总订单的 25%，25%和 50%。当乙方采购总订单的 25%并支付 30% 预付款后，甲方释放 25%支持部分的 50%给乙方，剩下部分再尾款付清后释放。比如，甲方在收到乙方 500 台订单的 30%预付款后，即释放 8750 美元，剩下部分在收到 70%尾款后释放。

双方同意 2023 年 2 月到 6 月的最小采购目标为 2000 台。乙方需要在 2023 年 2 月-6 月从甲方至少采购 2000 台 ATV, UTV 或 SSV，并完成发运。乙方需结清此 2000 台采购订单的货款。具体分到每月的采购数量如下：

月	二月	三月	四月	五月	六月
数量	250 台	300 台	450 台	450 台	550 台

甲方会保证按时发货，并提供两台 UTV 双排样车给乙方。

2833713 Ontario Inc.

Mark Rivers



Segway Technology Co., Ltd

Steve Chen, Jonas Shao, Danny Xiang, Young Yang



APPENDIX G

2833713 Ontario Inc. ("Party B") – Segway Powersports ("Party A")

Distribution Contract – Addendum

This is draft of addendum. Both Parties lawyers need to check the languages and clauses. But, both Parties agree to bound these terms and conditions.

Intent of Contract

合同意向

Both parties agree that it is the intent of this contract to define, as much as possible, a professional business relationship between the companies in order to ensure the continuing growth of the Segway product, brand and good reputation in Canada. Party A has the responsibility to provide saleable products to Party B on a timely basis and to support Party B with warranty claims and parts. Party B has the responsibility to develop the marketplace, and to ensure that the Segway brand and product are distributed and supported in Canada.

双方同意，本合同的目的是尽可能地定义公司之间的业务关系，以确保 Segway 的产品、品牌和良好的声誉在加拿大能持续成长。Segway 有责任及时向 Oasis 提供可销售的产品，并支持 Oasis 的保修索赔和零件供应。Oasis 有责任开发当地市场，并确保 Segway 品牌和产品在加拿大的销售和支持。

The following are proposed business terms for the Distribution Contract to be included and/or added into the terms already provided in the LOI. Where possible, the LOI clause is referenced.

以下是拟定将被纳入和/或添加到之前意向书中已经存在的条款。在可能的情况下，我们列出之前意向书的相关条款章节。

1. Exclusive Distribution Territory [LOI – s. 3.1]

独家分销区域 [LOI – s. 3.1]

- a. Canada

2. Term

期限

- a. Five year term commencing July 15, 2021- Oct 30, 2026

从 2022 年 7 月 15 日开始，为期五年。

3. Renewal and Termination

续约和终止

- a. Contract shall automatically renew for additional periods of 5 years unless either Party provides written notification
- b. Party A must provide one year written notice if it intends to terminate the contract. If Party A is unable to provide the full 1 year of notice, they will compensate Party B for the loss of the gross profit for the pro rated number of months to equal the 1 year notice period. 如果甲方打算终止合同，必须提前 1 年提供书面通知。如果甲方不能提供完整的 1 年通知期，他们将赔偿乙方按比例计算的月数的毛利损失，以相当于 1 年的通知期。
- c. Party B must provide 1 year written notice if it intends to terminate the contract. If Party B is unable to provide the full 1 year of notice, they will compensate Party A for the loss of the gross profit for the pro rated number of months to equal the months notice period.

如果乙方打算终止合同，必须提前 1 年提供书面通知。

- d. Part A and Party B will reach an agreement for the MOQ purchase sales in the next year.

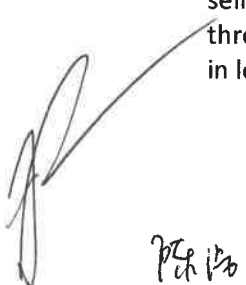
4. Prevailing Language and Jurisdiction

合同适用语言

- a. English is prevailing language
- b. Jurisdiction shall be Hong Kong b. 司法管辖区为香港
英语应该是主要语言

5. Payment Terms [LOI – s. 6.2.1]

- a. 10% deposit paid by Party B after Party A has provided confirmation of the production completion date and provided confirmation that shipping dates are booked within 45 days (“shipping date”) of the payment of this first deposit (“confirmation deposit”). Party A shall ensure that the product is produced, passed quality control, packed and delivered to port in order to achieve the booked shipping date. 甲方应确保产品的生产，通过质量控制，包装并交付给港口，以实现预定的运输日期。
- b. 20% ~~20%~~ deposit paid within 3 days after Party A has provided Party B with the VINs and confirmed that the product has packed (“shipment deposit”) 在甲方向乙方提供 VIN 码并确认货物已进港等待运输后的 3 天内支付 20%的定金 (“**装运定金**”)。确认船期后 3 天内支付 20%的预付款。
- c. Balance of payment due within 45 days after release from Party B’s port of receipt c.所有可销售的车辆的余款在乙方收货港放行后 45 天内付清
- d. If products are not ready for shipment within 45 days upon the payment of 10% down payment, Party B is entitled to deduct 2% of the total order amount from the balance payment for every 15 days of delay. This clause shall not apply in the case of a force majeure that can reasonably be considered beyond Party A’s control. 如果发货日期超过确认的发货日期 15 天，每延迟 15 天，乙方有权从余款中扣除订单总金额的 1.5%。本条款不适用于可合理认为超出甲方控制的不可抗力的情况。
- e. Large volume is subject to discussion with Party A. Party B shall offer Party A N+3 month sales forecast minimum. N+1 purchase forecast is 90% for sure and N+2 purchase forecast is 80% for sure. N+3 is subject to change. This clause shall not apply in the case of a force majeure that can reasonably be considered beyond Party B’s control.
- f. Large volume is equal to any order 300 units or more.
- e. It is understood that timely delivery and availability of product in the market is a prime priority as it affects the demand and retail sales if product is not readily available at peak selling periods. The peak selling season for Party B is March through June and mid-August through to mid-November. Product deliveries that are delayed into the offseason may result in lost sales and cash flow for both parties.



甲方了解，及时交付和提供产品是首要任务，因为如果在销售高峰期不能及时提供产品，将会影响需求和零售。乙方的销售旺季是3月至6月和8月中旬至11月中旬。产品的交付如果延迟到淡季，可能会导致双方的销售和现金流损失。

6. Quality standards and performance and reporting

质量标准 and 绩效以及报告

- a. Party B shall be permitted onsite quality inspection in Party A's manufacturing facility by an employee of Party B ("QC employee") at the cost of Party B.
甲方应允许乙方的一名雇员("质量控制员")在甲方的制造厂进行现场质量检查
- b. Party A, Party B and the third Party quality control will implement a joint quality improvement committee.
- c. The QC employee shall inspect and approve all product and parts that are to be shipped to Party B after they are produced and before they are packed for shipping.
- d. Party A will provide dates and times of Party B's product production runs in order to allow the quality control employee to attend
- e. Party A shall ensure that all vehicles and parts that are shipped to Party B will be in sellable condition for the Canadian marketplace and will have correct and consistent SKU identification. If non-sellable products are received by Party B, they will immediately notify Party A. Party A shall immediately replace the non-sellable products at Party A's cost or provide fair compensation that is mutually agreed to by both parties. If the problem is caused by Party A, Party A will not bear any responsibility. Party A will not bear freight cost.
- e. 甲方应确保运往乙方的所有车辆和零部件在加拿大市场上处于可销售状态，并具有正确和一致的SKU标识。如果乙方收到不可销售的产品，他们将立即通知甲方。甲方应立即更换不可销售的产品，费用由甲方承担或提供双方同意的公平补偿。
- f. Party A shall make every reasonable effort to provide a 90%+ fill rate to Party B of sellable products.
- e. 甲方应确保运往乙方的所有车辆和零部件在加拿大市场上处于可销售状态，并具有正确和一致的SKU标识。如果乙方收到不可销售的产品，他们将立即通知甲方，甲方应立即更换不可销售的产品，费用由甲方承担或提供双方同意的公平补偿。
- f. 甲方应尽一切合理努力向乙方提供90%以上的可销售产品率。

7. Inventory and services [LOI s.8]

库存和服务[LOI s.8]

- a. Party B shall utilize the DMS system to submit warranty and quality claims for individual incidents. Widespread batch and/or recall claims can be submitted using an Excel spreadsheet. When DMS Phase II is available batch claims will be submitted through DMS.
- b. Party A and Party B will discuss case by case for bulk recall thru MOU.
- c. 乙方应利用DMS系统提交个别事故的保修和质量索赔。大范围的批次和/或召回索赔可以使用Excel电子表格提交。当DMS第二阶段可用时，批量索赔将通过DMS提交。
- c. Party B is obliged to implement the recall requested by Party A in its market.

8. Price terms and Pricing [LOI s.4]

价格条款和定价[LOI s.4]

- a. Party A shall provide pricing on parts and accessories that is competitive in the Territory. If Party A is unable to provide such competitive pricing, Party B shall not be bound to use Party A parts or accessories. However, Party B still needs to buy 6% at least spare parts and accessories of total annual vehicle purchase amount. Party A will try best to offer you competitive price, acceptable fill rate and quality. Party A will not bear the responsibility for those spare parts Party B bought from other suppliers.

甲方应提供在当地具有竞争力的零件和配件的价格。如果甲方不能提供这种具有竞争力的价格，乙方没有义务使用甲方的零件或配件。

- b. Party A shall provide at least 2 months notice of any price increases to provide Party B and its dealers sufficient time to place orders ahead of the increase.

甲方应提供至少 2 个月的提价通知，以便为乙方及其经销商提供足够的时间，在提价前下订单。

9. Information sharing [LOI s.9]

信息共享 [LOI s.9]

- a. Party B is permitted to develop diagnostic materials (such as 3D diagrams) to assist its employees and dealers maintain and service the Segway products. Any materials that are developed by Party B shall remain the property of Party B.

a. 甲方应提供一份不披露协议 ("NDA")，供乙方的任何需要接触某些专有信息的合作伙伴签署，以支持该地区的机器培训和服务。

b. 甲方提供的任何材料的所有权应归甲方所有。

c. 允许乙方开发诊断材料（如 3D 图）以协助其员工和经销商维护和服务赛格威产品。任何由乙方开发的材料都属于乙方的财产。

10. Sales and marketing

销售和营销

- a. Party B shall share its marketing strategy, campaign or activity, etc with Party A in December for the coming year.

- b. Party A will discuss with Party B about the marketing schedule and will discuss the support case by case.

- c. Party B shall be required to submit the supporting invoices, links to social media, photos, etc. associated with the marketing initiatives.

甲方将为经批准的营销活动提供最高达 100% 的费用。乙方应事先向甲方提供乙方要求支持的任何营销举措的说明和费用。经甲方批准后，乙方应提交与营销活动相关的发票、社交媒体链接、照片等证明材料。

11. Reporting [LOI s. 10]

报告 [LOI s. 10]

- a. On an annual basis Party A shall provide information on all new models and changes to continuing models.

a. 甲方应每年提供关于所有新产品和旧产品更新的信息。

- b. Party A shall provide its production plans on a regular basis based on Party B order.

b. 甲方应定期提供其生产计划。



- c. On a monthly basis Party B shall provide to Party A their projected sales based on dealer orders for the upcoming 3 months This report shall be in the format agreed to by both parties.

乙方应每月向甲方提供根据经销商订单的未来 3 个月的预计销售额该报告应采用双方同意的格式。

12. Collaboration

合作

- a. Party A and B will enter discussions re collaboration to build Canada market

甲乙双方将商讨合作共建加拿大市场

。可以问我们美国公司买，具体双方给沟通

- b. Party A and B will work together to develop accessories and marketing strategies and partnerships to maximize the value of the Segway Brand in Canada

甲方和乙方将共同开发配件和营销策略，并建立合作关系以最大限度地提高 Segway 品牌在加拿大的价值。

Party B is willing to share its proprietary strategies and products and solutions with Party A such as our proprietary retail store design, layout and technology and store branding solutions

乙方愿意与甲方分享其专有战略、产品和解决方案，例如乙方专有的零售店设计、布局和技术以及店面品牌解决方案。

13. Insurance

保险 (I will ask our policy dept to check about the reinsurance company in Canada and below term)

- a. With the objective of Party A providing adequate and acceptable OEM insurance recognized in Canada.

2833713 Ontario Inc.



11-02-2023

CEO

Segway Technology Co. Ltd.

Patricia

Sales Director

2023.2.11

APPENDIX H

THIS LEASE made as of the 15th day of December, 2014.

B E T W E E N:

MARK RIVERS, an individual residing in the Village of Baltimore, In the Province of Ontario

(the "Landlord")

- and -

MILL VALLEY PRIVATE RESERVE LP, a limited partnership formed in accordance with the *Limited Partnership Act* (Ontario)

(the "Tenant")

ARTICLE I

INTERPRETATION

Section 1.01 Definitions

In this Lease:

"Additional Rent" means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Basic Rent) whether or not the same are designated "Additional Rent" or whether or not the same are payable to the Landlord or otherwise. All Additional Rent shall be treated as rent, shall be payable and recoverable as rent and shall be payable in lawful money of Canada without deduction, abatement, set-off or compensation whatsoever.

"Basic Rent" means the rent payable by the Tenant pursuant to Section 3.02 Basic Rent.

"Business" has the meaning ascribed to it in Section 8.01 Use.

"Business Day" means a day other than a Saturday, Sunday or any day on which the principal commercial banks located at Toronto, Ontario are not open for business during normal banking hours.

"Business Taxes" has the meaning ascribed thereto in Section 4.03 Business Taxes.

"Commencement Date" means the date on which the Term commences as set out in Section 2.02 Term.

"Costs of Operation" means, without duplication, all costs and expenses incurred by or on behalf of the Landlord and amounts paid by or on behalf of the Landlord with respect to and for the owning, insuring, promoting, equipping, supervising, servicing, policing, protecting, managing, administering, operating, maintaining, repairing,

nature requires periodic replacement such as heating, ventilating and air conditioning equipment (whether such costs were incurred during or before the commencement of the Term), lighting, garbage removal, pest control, landscaping, window cleaning, paving and re-paving of cemented areas, such as driveways, maintenance of gravel walkways and driveways, roof repairs, security, snow and ice removal, the cost of non-capital repairs and improvements (except costs, expenses, repairs or replacements to the extent necessitated by inherent or structural defects or weaknesses, improper materials or workmanship or faulty constructor or design, all of which shall be included in Costs of Operations) and the Landlord's management fee of fifteen percent (15%) of the Costs of Operation; provided, however, that notwithstanding the foregoing, Costs of Operation shall exclude the following:

- (a) any undepreciated or unamortized costs, expenses, repairs or replacements which are considered to be capital expenses in accordance with generally accepted accounting principles;
- (b) any income taxes or any other taxes personal to the Landlord;
- (c) costs for which the Landlord is reimbursed by insurance proceeds or by other tenants of the Leased Premises; and
- (d) any payments of principal and interest to be made on any Mortgage.

"Health Emergency" mean a situation in which the Landlord determines, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health official, police, or other Governmental Authority, that anyone in the Leased Premises is or may be exposed in or at the Leased Premises to imminent danger from any diseases, viruses or other biological or physical agents that may in any way be detrimental to human health, including acts or threats of violence from animals or individuals on the Leased Premises.

"Lands" means those lands situate at 101 Rolph Rd., in the Village of Baltimore, in Northumberland County, in the Province of Ontario, more particularly described in SCHEDULE "A" attached hereto, and the buildings situated thereon including all improvements, equipment, facilities, installations, systems and services which serve or are for the benefit of the Lands together with any additions, deletions, alterations and improvements made thereto from time to time. The Landlord may, from time to time, at its sole discretion, amend the Land, including, without limitation, its description or area.

"Leased Premises" means those premises located at 101 Rolph Rd., in the Village of Baltimore, in Northumberland County, in the Province of Ontario, as outlined in red on SCHEDULE "B" attached hereto which contain an estimated Rentable Area of 331.531 acres, and such areas outlined in blue on SCHEDULE "B" attached hereto shall be excluded from the Leased Premises.

"Leasehold Improvements" means all fixtures (other than Trade Fixtures), improvements, installations, alterations and additions from time to time made, erected or installed in the Leased Premises, whether by the Landlord or by the Tenant and whether before or after the Commencement Date, including all interior walls, partitions and doors, all floors and all affixed floor and wall coverings, ceilings and

operating the Business, which is more particularly described herein this Lease.

"Mortgage" means any and all mortgages, charges, debentures, security agreements, trust deeds, hypothecs or like instruments, including by way of assignment or sublease, resulting from financing, refinancing or collateral financing (including renewals, modifications, consolidations, replacements and extensions thereof) from time to time affecting the Landlord's interest in the Leased Premises (whether or not affecting other premises as well).

"Mortgagee" means any mortgage holder of or secured party under any Mortgage and includes any trustee under a deed of trust.

"Person" means any person, firm, partnership or corporation, or any group or combination of persons, firms, partnerships or corporations.

"Prepaid Rent" has the meaning ascribed to it in Section 3.06 Prepaid Rent.

"Prime Rate" for any day means the prime lending rate of Toronto Dominion Bank at Toronto, Ontario, established from time to time as the reference rate of interest in order to determine the interest rate it will charge for demand loans in Canadian funds to its Canadian customers.

"Rent" means the aggregate of Basic Rent and Additional Rent.

"Rentable Area" means the acreage of the Leased Premises.

"Sales Taxes" has the meaning ascribed to it in Section 1.03 Sales Taxes.

"Taxes" means all real property taxes, rates, duties and assessments (including local improvement taxes) impost charges or levies, whether general or special, that are levied, rated, charged or assessed against the Lands or any part thereof from time to time by any lawful taxing authority, whether federal, provincial, municipal, school or otherwise, and any taxes or other amounts which are imposed in lieu of, in substitution for, or in addition to any such real property taxes whether of the foregoing character or not and whether in existence at the Commencement Date or not, and any such real property taxes levied or assessed against the Landlord on account of its interest in the Lands or any part thereof, or its ownership thereof, as the case may be. "Taxes" shall also include any and all interest penalties or like charges payable as a result of failure of the Tenant to pay all Taxes promptly when due.

"Tenant's Work" has the meaning ascribed to it in SCHEDULE "C" attached hereto.

"Term" means the term of this Lease as it is set out in Section 2.02 Term and any extension or renewal thereof.

"Total Rentable Area of the Lands" means the aggregate of the Rentable Area of all premises on the Lands intended by the Landlord to be leased to the Tenant (whether actually leased or not). As of the date of this Lease, the Total Rentable Area of the Lands is 331.531 acres.

"Trade Fixtures" means all chattels, furniture, machinery and equipment necessary

for the Landlord, and the Tenant shall pay for its own account and to the complete exoneration of the Landlord all costs, expenses, charges or outlays of any kind arising from, relating to or affecting the Leased Premises, except all amounts specifically payable by the Landlord or recoverable from third parties pursuant to the terms hereof.

Section 1.03 Sales Taxes

Despite any other section, paragraph or clause of this Lease, the Tenant will pay to the Landlord an amount equal to all goods and services taxes, sales taxes, value added taxes, business transfer taxes or any other taxes imposed on the Landlord with respect to Rent payable by the Tenant to the Landlord, whether characterized as a goods and services tax, harmonized sales tax, sales tax, value added tax, business transfer tax, or otherwise (herein called "Sales Taxes"), it being the intention of the parties that the Landlord will be fully reimbursed by the Tenant with respect to any and all Sales Taxes at the full tax rate applicable from time to time in respect of the Rent or the Leased Premises without reference to any tax credits available to the Landlord. The amount of the Sales Taxes so payable by the Tenant will be calculated by the Landlord in accordance with the applicable legislation and will be paid to the Landlord at the same time as the amounts to which such Sales Taxes apply are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. Despite any other section, paragraph or clause in this Lease, the amount payable by the Tenant under this Section will be deemed not to be Rent, but the Landlord will have all of the same remedies for and rights of recovery of such amount as it has for recovery of Rent.

Section 1.04 Binding Effect

- (a) In the event of a sale, transfer or lease by the Landlord of the Leased Premises or an assignment by the Landlord of this Lease or any interest of the Landlord hereunder, the Landlord shall thereupon and without further agreement be released from all liability upon such covenants and obligations.
- (b) Subject to paragraph (a) and to the provisions of this Lease respecting assignment by the Tenant, this Lease shall be binding upon and shall enure to the benefit of the parties and their respective successors and assigns.

Section 1.05 Construction

- (a) Each obligation or agreement of the Landlord or the Tenant expressed in this Lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.
- (b) The captions or headings introducing articles or sections of this Lease are for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such articles or sections nor in any way affect the interpretation of this Lease.
- (c) The words, "herein", "hereof", "hereby", "hereunder", "hereto", "hereinafter" and similar expressions refer to this Lease and not to any particular article, section, paragraph or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

- (d) Any reference to "Tenant" includes, where the context allows, the servants

then such term, provision, covenant or condition shall be considered separate and severable from the remainder of this Lease, shall not affect, impair or invalidate the remainder of this Lease and to the fullest extent permitted by law shall continue to be applicable to and enforceable against any Person or circumstance other than those as to which it has been held or rendered invalid, unenforceable or illegal.

- (g) Wherever the singular number or a gender is used in this Lease the same shall be construed as including the plural and the masculine, feminine and neuter respectively where the fact or context so requires.
- (h) This Lease shall be construed in accordance with and governed by the laws of the Province of Ontario.
- (i) Time is of the essence of this Lease.
- (j) If there is at any time more than one Tenant or more than one Person constituting the Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them. If the Tenant is or becomes a partnership, each Person who is a member, or shall become a member, of such partnership or its successors shall be continue to be jointly and severally liable for the performance of all covenants of the Tenant pursuant to this Lease whether or not such Person ceases to be a member of such partnership or its successors.

Section 1.06 Entire Agreement

This Lease and the schedules and riders, if any, attached hereto and forming a part hereof, constitute the entire agreement between the Landlord and the Tenant and, except as herein otherwise expressly provided, may be amended only by an agreement in writing signed by them. Neither the Landlord nor the Tenant shall be bound by any representations, warranties, promises, agreements or inducements not embodied or referred to in this Lease and, in particular but without limitation, no warranties of the Landlord are to be implied unless expressed specifically in this Lease. If there is any discrepancy between the provisions of this Lease and the terms and provisions of the Offer to Lease signed by the Landlord and the Tenant for the Leased Premises, then the terms and provisions of this Lease shall prevail.

ARTICLE II GRANT AND TERM

Section 2.01 Grant

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, kept, observed and performed, the Landlord leases to the Tenant and the Tenant leases from the Landlord the Leased Premises.

If necessary, the Landlord shall measure the Rentable Area of the Leased Premises and the Total Rentable Area of the Lands as soon as reasonably possible after the degree of completion of construction of the Leased Premises and the Lands required for such determination and the definitions of the Leased Premises and the Total Rentable Area of the Lands shall be amended accordingly. All Rent shall be adjusted accordingly which adjustment will be retroactive to the Commencement Date if the actual measurement does not occur until after the Commencement Date.

A certificate of an architect named by the Landlord as to the area of all of any part or parts of the

shall terminate on December 31, 2018.

Section 2.03 Option to Renew

- (a) Provided that the Tenant duly and regularly pays all Rent at the times prescribed herein and performs all covenants, provisos and agreements on the part of the Tenant to be paid and performed herein, and provided that the Tenant is not then in default under the terms of this Agreement, the Tenant shall have the option to renew this Lease for one additional term of three (3) years subject to the following additional terms and conditions:
- i. The Tenant shall exercise its right of renewal by delivering to the Landlord, in writing, notice of the Tenant's intention of renewal not more than one nine (9) months, and not less than six (6) months, prior to the date of completion of the Term, failing which the Tenant's rights of renewal shall be deemed to be null and void.
 - ii. Basic Rent to be paid by the Tenant during the additional term shall be negotiated and mutually agreed upon by the Landlord and the Tenant and shall be based upon the then current fair market minimum rent for similar premises for a similar use within the immediate vicinity of the Centre; failing agreement by the parties within three (3) months prior to the commencement of the additional term, the Basic Rent rate shall be determined by a single arbitrator in accordance with the *Arbitration Act, 1991, SO 1991, c 17* (as amended or replaced from time to time). If submitted to arbitration in accordance with the foregoing provisions, the arbitrator's decision shall be final and binding on the parties with no further appeal and the costs of the arbitration shall be shared equally by the parties unless the arbitrator determines that it is equitable to do otherwise in light of the circumstances. If the arbitration decision is not rendered prior to the commencement date of the additional term, the Tenant shall pay the Basic Rent at the rate applicable during the last year of the initial Term and within ten (10) days after the Basic Rent for the additional term is determined, the Tenant shall pay to the Landlord any amount retroactively owing from the commencement of the additional term.
 - iii. The Tenant's Option to Renew hereunder is personal to the Tenant and automatically expires on any Transfer or parting with possession of all or any part of the Leased Premises whether or not the same is with the consent of the Landlord.

Section 2.04 Overholding

If, without objection by the Landlord but without any further written agreement, the Tenant continues to occupy the Leased Premises and to pay Rent or other monies payable by the Tenant hereunder after the expiration of the Term, the Tenant shall be a monthly tenant and otherwise a tenant at sufferance only at a monthly Basic Rent equal to twice the monthly instalments of Basic Rent payable on the last monthly payment date during the Term and on the terms and conditions herein set out in so far as the same are applicable, except as to length of tenancy.

Section 2.05 Planning Act

original length provided for in this Lease.

ARTICLE III RENT

Section 3.01 Covenant to Pay

During the Term the Tenant hereby covenants with the Landlord to pay Rent as herein provided.

Section 3.02 Basic Rent

The Tenant shall pay to the Landlord as Basic Rent in Canadian funds without any prior demand therefor and without any deduction, abatement, set-off or compensation whatever. Basic Rent payable per annum by the Tenant shall be equal to six percent (6%) of the market value of the Lands. Market value of the Lands shall be determined by an independent real estate evaluator, per annum, and such evaluation shall be completed no later than ninety (90) days prior to each one (1) year anniversary date of this Lease. For the first year of the Term, the Lands have a market value of **TWO MILLION DOLLARS (\$2,000,000.00)**. During the first twelve (12) months of the Term, Basic Rent shall be **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00)**, plus Sales Taxes per annum, in equal monthly instalments of **TEN THOUSAND DOLLARS (\$10,000.00)** plus Sales Taxes, each payable in advance on the first day of each calendar month during the Term, based upon a rate of \$361.96 per acre per annum.

Section 3.03 Additional Rent

The Tenant shall pay Additional Rent to the Persons, at the times and in the manner hereinafter set forth. Where the calculation of any Additional Rent is not made until after the termination of this Lease, the obligation of the Tenant to pay such Additional Rent shall survive the termination of this Lease.

Section 3.04 Place of Payment

The Tenant shall make all payments of Basic Rent and any payments of Additional Rent required to be paid to the Landlord by this Lease by way of cheque payable to the Landlord (or to such other person as the Landlord may hereafter designate by notice in writing to the Tenant) and all such payments shall be delivered or sent to the address of the landlord specified herein (or to such other person or address as the Landlord may hereafter designate).

Section 3.05 Overdue Rent

If the Tenant fails to pay any Rent when the same is payable or any other amounts required to be paid to the Landlord by this Lease, such unpaid amounts shall bear interest from the due date thereof compounded monthly to the date of payment at a rate per annum five (5%) per cent in excess of the Prime Rate from time to time in effect, and the Landlord shall have all remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedies of the Landlord under this Lease. In addition, the Tenant shall pay to the Landlord a fee of two hundred and fifty dollars (\$250.00) for each late payment occurrence.

Section 3.06 Prepaid Rent

such default within the said five (5) days, then the Landlord shall have the right to retain the Deposit as its absolute property in addition to any other right or remedy the Landlord may have.

The Deposit may be applied by the Landlord against any money owed to the Landlord by the Tenant. Upon receipt of notice from the Landlord, the Tenant shall replace any part of the Deposit applied by the Landlord so that the Deposit remains equal to the amount of Rent for the last month of the Term.

Section 3.07 Post-dated Cheques

Upon execution of this Lease, the Tenant shall deliver to the Landlord post-dated cheques for Rent plus Sales Taxes, including estimated Additional Rent for each month of the first year of the Term for which Rent is payable. Throughout the Term, on or before each anniversary of the Commencement Date, the Tenant shall deliver to the Landlord twelve post-dated cheques for Rent plus Sales Taxes, including estimated Additional Rent, for the upcoming twelve-month period.

ARTICLE IV TAXES

Section 4.01 Realty Taxes

- (a) During the Term, the Tenant shall pay the Tenant's Proportionate Share of the Taxes for each year. The Tenant shall only be required to pay a proportionate part of the Tenant's Proportionate Share of the Taxes for any year which relates to a fiscal period of the taxing authority a part of which is included in a period prior to the Commencement Date or after the expiration of the Term.
- (b) The Landlord may, at its option, estimate the amount of the Tenant's Proportionate Share of Taxes for any year and the Tenant shall pay to the Landlord at the time that any monthly payment of Basic Rent is payable, one-twelfth of the Landlord's reasonable estimate of the Tenant's Proportionate Share of the Taxes. On the first day of the month next following the mailing of the tax bill or in which the Taxes for any given year can be determined, the Tenant shall pay to the Landlord the Tenant's Proportionate Share of the Taxes for the entire year after first receiving credit for the monthly payments of the estimated amount of the Tenants Proportionate Share of the Taxes for that year already paid to the Landlord. The Landlord shall, upon requesting payment of the balance of the Tenant's Proportionate Share of Taxes for the year, provide the Tenant with particulars of the calculation of the Tenant's Proportionate Share for that year. The Tenant shall not be entitled to interest on any payments on account of Taxes held by the Landlord prior to the payment thereof to the taxing authority.

Section 4.02 Separate Assessment

Notwithstanding anything herein contained to the contrary, in the event that there is available to the Landlord from the relevant taxing authority a separate assessment and/or bill with respect to the Leased Premises for any of the Taxes referred to in Section 4.01 Realty Taxes, then the Landlord, at its option, may use such separate assessment and/or bill as the basis for establishing the Tenant's liability for any such Taxes. The Tenant will promptly deliver to the Landlord any such separate assessment and/or bill which may be received by the Tenant.

the Leased Premises ("Business Taxes"), and the Tenant will indemnify and keep indemnified the Landlord from and against payment of and all loss, costs, charges and expenses occasioned by or arising from any and all such taxes, rates, duties, assessments and licence fees.

- (b) The Tenant shall pay to the Landlord its Proportionate Share of any Business Taxes which may be levied or assessed against the Common Areas and the provisions of Section 4.01 Realty Taxes and Section 4.02 Separate Assessment shall apply mutatis mutandis to any such Business Taxes.
- (c) Upon written request by the Landlord, the Tenant shall deliver promptly to the Landlord satisfactory evidence of the payment of all Business Taxes which were due and payable up to one (1) month prior to such request.

ARTICLE V UTILITIES AND COSTS OF OPERATION

Section 5.01 Utilities

The Tenant shall be solely responsible for and shall pay as same become due all charges for water, sewers, gas, electricity and any other public or private utilities or services supplied to or used or consumed at the Leased Premises and for equipment, fittings, machines, apparatus, meters or other things leased or purchased in respect thereof, including installation costs, and for all work performed by any corporation or commission in connection with any such utilities or services. In no event shall the Landlord have any obligation or liability in connection with cessation or unavailability or interruption or suspension or other failure in the supply of any such utility or service to the Leased Premises.

Section 5.02 Payment of Costs of Operation

- (a) The Tenant shall pay to the Landlord the Tenant's Proportionate Share of Costs of Operation upon written demand therefor. Notwithstanding the Landlord's ability to require a payment of Costs of Operation upon demand, the Landlord may, before the commencement of each year or each fiscal period adopted by the Landlord, reasonably estimate the Costs of Operation for such period and so notify the Tenant, and the Tenant shall pay one-twelfth of its estimated Proportionate Share of the Costs of Operation with each monthly instalment of Basic Rent payable throughout that period (which monthly payments may be adjusted if the Landlord, acting reasonably subsequently re-estimates Costs of Operation for such period or the remaining portion thereof.) The Tenant shall not be entitled to interest on any payments on account of Costs of Operation held by the Landlord prior to the disbursement thereof.
- (b) The Landlord shall provide to the Tenant, within a reasonable period of time after the expiration of such period, a statement setting out the actual amount of the Costs of Operation for such period and the Tenant's Proportionate Share of the Costs of Operation and such statement shall show in reasonable detail the information relevant and necessary for the exact calculation and determination of these amounts and shall be binding upon the parties. Any balance unpaid or any excess paid shall be adjusted between the Landlord and the Tenant within a reasonable period thereafter.

construction or design and damage against which the Landlord is insured against or is required to be insured against pursuant to the terms hereof. Without limiting the generality of the foregoing, the Tenant shall keep the Leased Premises in such condition as a careful and prudent owner would do, including the replacement of electrical light bulbs, tubes, starters and ballasts.

Section 6.02 Non-Performance by Tenant

If any repairs, replacements or maintenance which are required to be performed by the Tenant under the terms of this Lease are not performed when required, then the Landlord in its sole discretion shall be entitled, but not obligated, to perform such repairs, replacements or maintenance entirely at the cost of the Tenant, and the cost of the same shall be paid forthwith by the Tenant to the Landlord upon demand as Additional Rent.

Section 6.03 Health and Safety

The Tenant shall accept responsibility for any conditions involving plant life, moisture, mildew, air quality, moulds, fungus, or other harmful organisms, bacterial infections, or viruses that may occur or that may be present within the Leased Premises and in particular, without limiting what is stated above, the Tenant shall:

- (a) promptly and fully report to the Landlord concerning any of the conditions described above in this clause (“Adverse Conditions”) of which it becomes aware or of which it should reasonably be aware based on a reasonable inspection;
- (b) promptly, in accordance with any governmental requirements that may apply, and in accordance with the requirements of the Landlord, take all those steps required to eliminate the Adverse Conditions, to remedy their consequences and to ensure that they do not recur within the Leased Premises;
- (c) maintain those records, test results and other information that the Landlord might reasonably require in connection with Adverse Conditions or the actions of the Tenant as provided above;
- (d) cooperate with the Landlord in connection with testing and inspections for Adverse Conditions within the Leased Premises as well as testing and inspections pertaining to Adverse Conditions in other parts of the Lands;
- (e) install at its cost filters, fans and other equipment required to avoid, eliminate and remove Adverse Conditions;
- (f) release the Landlord and those for whom the Landlord is responsible at law in respect of all claims for loss, personal injury, damage and other consequences, direct or indirect, resulting from Adverse Conditions regardless of how they are caused (whether or not due to negligence by the Landlord or those for whom the Landlord is responsible at law); and
- (g) indemnify the Landlord and those for whom the Landlord is responsible at law in respect of all losses, costs, claims, damages and expense relating to Adverse Conditions within the Leased Premises or that may be created or permitted by the Tenant within the Lands.

Section 6.04 Inspection

The Landlord may upon not less than twenty-four (24) hours prior notice to the Tenant enter

Landlord any such work, repairs or replacements, the Landlord may, but shall not be obligated to, carry out such work, repairs or replacements without liability to the Tenant for any loss or damage which may occur to the Tenant's property or business by reason thereof, and in any such case the Tenant shall pay to the Landlord forthwith on demand as Additional Rent all sums which the Landlord may have expended in carrying out such work, repairs or replacements plus a further 15% of all such sums representing the Landlord's overhead. The carrying out of any work, repairs or replacements by the Landlord pursuant to this Section shall not be a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease. In the case of any emergency, the Landlord may enter upon the Leased Premises at any time without giving prior notice to the Tenant without breaching any covenant for quiet enjoyment contained in this Lease.

Section 6.05 Compliance with Fire and Other Regulations

The Tenant shall, at its sole cost and expense, comply, and cause those whom the tenant permits to occupy the Leased Premises or the Lands, with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, licences, ordinances and orders from time to time in force during the Term and relating to or affecting the condition, equipment, maintenance, use or occupation of the Leased Premises, including any and all written rules, regulations, codes, standards, and procedures promulgated by the Landlord from time to time, and with any order, request or demand of any municipal fire department or other similar body or fire insurance company by which the Landlord and the Tenant or either of them may be insured at any time during the Term. Such work shall be performed by the Tenant forthwith upon demand, and failure of the Tenant to complete such work within a reasonable period of time after such demand shall entitle the Landlord to perform such work at the cost of the Tenant as specified in Section 6.04 Inspection.

Section 6.06 Alterations

The Tenant shall not make or permit to be made any Leasehold Improvements without obtaining the prior written approval of the Landlord, which approval shall not be unreasonably withheld, provided that the Tenant is not in default hereunder and has complied with the following conditions:

- (a) at the time of requesting the Landlord's approval, the Tenant shall submit to the Landlord detailed plans and specifications for such proposed Leasehold Improvements;
- (b) any proposed Leasehold Improvements shall meet the requirements of all governmental or other authorities, of fire insurance underwriters or insurers and of any Mortgagee;
- (c) any proposed Leasehold Improvements shall be such as will not, when completed, diminish the value or utility of the Lands or the Leased Premises;
- (d) no Leasehold Improvements shall be commenced until the Tenant shall have obtained all building and other permits required by any lawful authority;
- (e) all Leasehold Improvements approved by the Landlord shall be constructed expeditiously by the Tenant in a good and workmanlike manner, as the case may be, and in compliance with the detailed plans and specifications which have been approved by the Landlord; and

Landlord and form part of the Leased Premises without compensation therefor to the Tenant, but the Landlord shall be under no obligation to maintain, repair or replace the Leasehold Improvements. No Leasehold Improvements shall be removed from the Leased Premises either during or at the expiration or other termination of the Term provided that the Tenant shall, at such expiration or other termination, at its own cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed within a reasonable time after such expiration or termination and shall promptly repair any damage to the Leased Premises caused by their installation and/or removal. The Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease.

Section 6.08 Construction Liens

If any construction liens or orders for the payment of money shall be registered against the Leased Premises or the Lands by reason of any work, services or materials furnished for, to or on behalf of the Tenant, the Tenant shall within fifteen (15) days after notice to the Tenant of the registration thereof cause the same to be discharged by bonding, deposit, payment, court order or in any other manner required or permitted by law. The Tenant, at its own expense, shall defend all suits to enforce any such lien or order whether against the Tenant or the Landlord. The Tenant will indemnify the Landlord from and against payment of all loss, costs, charges or expenses occasioned by any such lien or order.

Section 6.09 Acknowledgement of Tenant

The Tenant acknowledges that the Leased Premises form part of the Lands and that the whole of the Lands may be served by common utility systems. In the event that repairs to any of such systems are necessary the Tenant shall bear its Proportionate Share of the total cost of such repairs. If any such common systems shall have been damaged or shall have become inoperative by reason of the negligence of the Tenant, then the entire cost of repairing the same shall be borne by the Tenant.

Section 6.12 Tenant's Work

The Tenant shall, at its sole expense, proceed diligently and complete the Tenant's Work necessary to bring the Leased Premises to a condition to operate the Business and open for business with as little delay as possible.

ARTICLE VII TRADE FIXTURES AND SURRENDER

Section 7.01 Trade Fixtures

- (a) Subject to the provisions of Section 7.02 Surrender of Leased Premises, the Tenant shall have the right at all times to install its Trade Fixtures.
- (b) All Trade Fixtures shall be owned by the Tenant, shall be unencumbered and shall not be removed from the Leased Premises either during or at the expiration or other termination of the Term except that:
 - (i) the Tenant may in the usual and normal course of its Business, at its own cost, such of its Trade Fixtures which have become excess for the Tenant's purposes or which are being concurrently replaced with new and similar

promptly repair any damage to the Leased Premises caused by the installation and/or removal of such Trade Fixtures. The Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this Lease.

- (c) If the Tenant fails to remove any of its Trade Fixtures within a reasonable time after the expiration or other termination of the Term such Trade Fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Leased Premises and sold or disposed of by the Landlord in such manner as it deems advisable.

Section 7.02 Surrender of Leased Premises

Subject to the provisions of Section 6.07 Leasehold Improvements and Section 7.01 Trade Fixtures, at the expiration or other termination of the Term the Tenant shall peaceably surrender and yield up to the Landlord the Leased Premises in vacant, broom-swept condition, together with all Leasehold Improvements in as good order, condition and repair as the Tenant is required to maintain the Leased Premises under the terms of this Lease. The Landlord, at its option, may rectify any damage to the Leased Premises existing at the time of such surrender at the sole cost of the Tenant and the Tenant shall pay to the Landlord forthwith upon demand such cost as Additional Rent.

ARTICLE VIII CONDUCT OF BUSINESS BY TENANT

Section 8.01 Use

The Tenant shall use the Leased Premises only for the purpose of operating (1) a first class hunting and shooting corporate/business retreat at which individuals can obtain hunting/gun licenses and partake in shunting and skeet/target shooting and (2) a site that hosts weddings, family reunions and corporate/team building retreats (the "Business") and will not use or permit the Leased Premises to be used for any other purpose, subject always to the overriding provisions of all relevant and applicable statutes, regulations, rules, ordinances, by-laws, licensing authorities, and enactments of any governmental authority governing such use. The Tenant shall at its own risk and expense obtain any and all governmental licences, permits and approvals necessary for such use, and cause any and all occupants of the Leased Premises to obtain any and all governmental licences, permits and approvals necessary for such use, and the Landlord makes no representations or warranties regarding the zoning of the Leased Premises.

The Tenant shall be responsible for maintaining the Leased Premises in a pristine condition, consist with the condition of other lands which are used for a similar business as the Business.

Section 8.02 Waste and Nuisance

- (a) Unless otherwise expressly permitted by applicable law and the Landlord's written rules, regulations, codes, standards, and procedures promulgated by the Landlord from time to time, the Tenant shall not commit, cause, allow, or suffer to be committed any waste to the Leased Premises and shall not do or omit to do or suffer to be done or omitted anything upon or in respect of the Leased Premises which shall be or result in a nuisance to the Landlord or to other tenants or occupants of the Lands. Without limiting the generality of the foregoing, the Tenant shall not:

- (i) overload any floors in the Leased Premises;

- (b) In the event that the Tenant shall infringe any of the provisions of this Section 8.02 Waste and Nuisance and fail within forty-eight hours of notice by the Landlord to rectify, correct or remove the infringement, the Landlord may, but shall not be obligated to, enter upon the Leased Premises or elsewhere as may be necessary to rectify, correct or remove the infringement as the agent and at the cost of the Tenant, and the Tenant agrees that any such entry by the Landlord is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease. The Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any Person or property arising out of any such infringement or any such entry of the Landlord.

Section 8.03 Parking

Parking at the Lands shall be unreserved and the Tenant's employees and agents shall park in the areas designated by the Landlord as employee parking and not in areas designated for customer parking.

Section 8.04 Hours of Operation

The Tenant shall be open for business during such hours determined by the Landlord in its sole and absolute discretion; however, in no case will the Tenant be required to be open during hours that are not permitted by any applicable law.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Section 9.01 Consent Required

The Tenant shall not:

- (i) assign this Lease in whole or in part;
- (ii) sublet the whole or any part of the Leased Premises; or
- (iii) suffer or permit the use or occupation of the whole or any part of the Leased Premises by any licensee, concessionaire or franchisee or by any Person other than the Tenant or the Management Company;

(each of the foregoing being herein referred to as a "Transfer" and each Person to whom any such Transfer is made or proposed to be made being herein referred to as a "Transferee"), without the prior written consent of the Landlord in each instance, which consent may not be unreasonably withheld but shall be subject to the Landlord's rights under Section 9.02 Procedure for Transfer; provided that the Landlord's consent to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer; provided further that, notwithstanding any such Transfer, the Tenant shall not be relieved from its obligations for the payment of Rent and for the observance and performance of the terms, conditions, covenants and agreements herein contained on the part of the Tenant to be paid, kept, observed and performed; provided further that the Tenant shall cause any such Transferee to covenant in writing with the Landlord to be bound by all of the terms, conditions, covenants and agreements herein contained on the part of the Tenant to be paid, kept, observed and performed as if such Transferee had originally executed this Lease as Tenant; and provided further that all documents evidencing such Transfer, the consent of the Landlord and the Transferee's

terms of the proposed Transfer. Following the receipt of such notice, the Landlord may request further reasonable information in connection with the proposed Transfer including, without limitation, information concerning the responsibility, reputation, financial standing and business of the proposed Transferee. The Tenant shall promptly furnish the Landlord with such requested information. The Landlord shall, within thirty (30) days after having received such notice and all requested information, notify the Tenant either that:

- (a) it consents or does not consent to the Transfer in accordance with the provisions and qualifications of this Article; or
- (b) it elects to terminate this Lease as to the whole or part, as the case may be, of the Leased Premises affected by the proposed Transfer, in preference to giving such consent (subject to the Tenant's rights as set out below).

If the Landlord elects to terminate this Lease as provided in paragraph (b), it shall stipulate in its notice the termination date of this Lease, which date shall be no less than thirty (30) days nor more than ninety (90) days following the giving of such notice of termination. If the Landlord elects to terminate this Lease, the Tenant shall notify the Landlord within ten (10) days after receipt by the Tenant of notice from the Landlord of such election of the Tenant's intention either to refrain from such Transfer or to accept termination of this Lease as to the whole of the Leased Premises or the portion thereof in respect of which the Landlord has exercised its rights. If the Tenant fails to deliver such notice within such ten (10) days or notifies the Landlord that it accepts the Landlord's termination, this Lease will as to the whole or affected portion of the Leased Premises, as the case may be, be terminated on the date of termination stipulated by the Landlord in its notice of termination. If the Tenant notifies the Landlord within such ten (10) days that it intends to refrain from such Transfer, then the Landlord's election to terminate this Lease shall become void. If this Lease shall be cancelled as to a portion of the Leased Premises only, Basic Rent shall abate in the proportion that the Rentable Area of such portion bears to the Rentable Area of the Leased Premises and the definition of the Leased Premises shall be amended accordingly.

Section 9.03 Corporate Ownership

If the Tenant is a corporation, other than a corporation whose shares are listed on any recognized security exchange, any amalgamation or reorganization of the Tenant, any transfer, sale, assignment, subscription, issuance, redemption, cancellation or disposition of shares of the Tenant (except a transmission of shares on death) and any lien, charge, pledge or encumbrance of shares of the Tenant not to a Person dealing at arm's length with the Tenant, or any series of combination of the foregoing, which has the result of changing the identity of the Persons exercising effective voting control of the Tenant as of the date of this Lease shall be considered to be a Transfer and subject to all of the provisions of this Article.

Section 9.04 Consideration for Assignment or Subletting

If the Tenant receives from any assignee of this Lease either directly or indirectly any consideration for the assignment of this Lease, either in form of cash, goods, services or other consideration, the Tenant shall forthwith pay an amount equivalent to such consideration to the Landlord as Additional Rent. In the event of any subletting by the Tenant by virtue of which the Tenant receives a rental in the form of cash, goods, services or other consideration from the subtenant which is greater than the Rent payable to the Landlord for the premises sublet, the Tenant shall pay any such excess to the Landlord in addition to all other Rent for the period of time during

relieved from its obligations for the payment of Rent and for the observance and performance of the terms, conditions, covenants and agreements herein contained on the part of the Tenant to be paid, kept, observed and performed; provided further that the Tenant shall cause the Management Company to covenant, in writing, with the Landlord to be bound by all of the terms, conditions, covenants and agreements herein contained on the part of the Tenant to be paid, kept, observed and performed as if the Management Company had originally executed this Lease as Tenant; and provided further that all documents evidencing such hiring of the Management Company by the Tenant, the consent of the Landlord, and the Management Company's covenant with the Landlord shall be subject to the prior written approval of the Landlord and any Mortgagee and all of the Landlord's reasonable legal costs with respect thereto shall be paid as Additional Rent by the Tenant to the Landlord forthwith upon demand.

ARTICLE X INSURANCE AND INDEMNITY

Section 10.01 Tenant's Insurance

- (a) The Tenant shall, during the Term and during such other time as the Tenant occupies the Leased Premises or any part thereof, at its sole cost and expense, take out and keep in full force and effect the following insurance:
 - (i) "all risks" insurance upon property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, and which is located in, at or on the Leased Premises including, without limitation, Leasehold Improvements, Trade Fixtures, fittings and stock-in-trade in an amount not less than the full replacement cost thereof;
 - (ii) comprehensive general liability insurance including but not limited to personal injury liability, contractual liability, contingent employer's liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Leased Premises and the Tenant's use thereof, including the activities, operations and work conducted or performed by the Tenant, by any other Person on behalf of the Tenant, by those for whom the Tenant is in law responsible and by any other Person on the Leased Premises; such policy or policies shall be written with inclusive limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and such higher limits as the Landlord may reasonably require from time to time;
 - (iii) business interruption insurance; and
 - (iv) any other form of insurance which the Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent landlord or tenant under similar circumstances would insure.
- (b) Each of the foregoing policies of insurance shall name the Landlord and the Management Company, any Mortgagee as additional named insureds as their interest may appear and shall contain the standard mortgage clause as may be required by the

foregoing policies of insurance shall be taken out with insurers acceptable to the Landlord and any Mortgagee acting reasonably, shall be in form satisfactory from time to time to the Landlord and its Mortgagee acting reasonably, and shall contain an undertaking by the insurer to notify the Landlord and any Mortgagee in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof. The Tenant shall deliver to the Landlord and any Mortgagee certificates of such insurance or, if requested by the Landlord or such Mortgagee, a certified copy of each such policy of insurance.

Section 10.02 Failure to Insure

If the Tenant fails to take out or to keep in force any insurance referred to in Section 10.01 Tenant's Insurance, or should any such insurance not be approved by either the Landlord or any Mortgagee and should the Tenant not rectify the default within forty-eight hours after written notice thereof, the Landlord may, but shall not be obligated to, effect such insurance, and the Tenant shall pay to the Landlord as Additional Rent forthwith on demand all premiums, costs, charges and expenses incurred by the Landlord in effecting such insurance.

Section 10.03 Cancellation of Insurance

If any insurance policy upon or in respect of the Leased Premises or the Lands shall be cancelled or shall be threatened by the insurer to be cancelled or the coverage thereunder reduced in any way by reason of the use or occupation of the Leased Premises by the Tenant, the Management Company, any Transferee, or anyone else permitted by the Tenant to be upon the Leased Premises, and if the Tenant fails to remedy the condition giving rise to such cancellation, threatened cancellation or reduction of coverage within forty-eight hours after notice thereof, the Landlord may, at its option, either (a) re-enter the Leased Premises forthwith by leaving upon the Leased Premises a notice in writing of its intention to do so and thereupon all of the Landlord's right and remedies on re-entry contained in this Lease shall apply, or (b) enter upon the Leased Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including removal of any offending article, and the Tenant shall forthwith pay as Additional Rent the cost thereof to the Landlord and the Landlord shall not be liable for any damage or injury caused to any property of the Tenant or of others located on the Leased Premises as a result of any such entry, and the Tenant agrees that any such entry by the Landlord is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

Section 10.04 Loss or Damage

The Landlord shall not be liable to Tenant for any death or injury arising from or out of any occurrence in, upon, at or relating to (1) the Lands, if directly or indirectly caused by the actions or inactions of the Tenant; (2) the Leased Premises; or (3) damage to property of the Tenant or of others located on the Leased Premises. Without limiting the generality of the foregoing, the Landlord shall not be liable for any death, injury, loss, damage of or to persons or property resulting from fire, explosion, steam, electricity, gas, water, sleet, snow, ice or leaks from any part of the Leased Premises or from the pipes, sprinklers, appliances, plumbing works, roof, windows or sub-surface of any floor or ceiling of the Lands or from the street or from any other place or by any other cause whatsoever, including gunshot wounds or other bodily or psychological injury arising from, in connection with, or as a result of the Business or encounters with any organisms, including wild animals, plant life, or bacteria, and viruses.

Section 10.05 Indemnification of Landlord

commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses and legal fees that may be incurred or paid by the Landlord in enforcing the terms, covenants and conditions in this Lease unless a court shall decide otherwise.

Section 10.06 Landlord's Insurance

The Landlord shall effect and maintain throughout the Term the following insurance:

- (a) "fire and extended perils" insurance on the Lands(excluding any property which the Tenant and other tenants are obliged to insure pursuant to Section 10.01 Tenant's Insurance or similar provisions in their respective leases) in such reasonable amounts and with such reasonable deductions as would be carried by a prudent owner of similar premises;
- (b) comprehensive general liability insurance against claims for death, personal injury and property damage with respect to the Landlord's operations in the Lands in such reasonable amounts and with such reasonable deductions as would be carried by a prudent owner of reasonably similar premises;
- (c) rental income insurance; and
- (d) such other form or forms of insurance as the Landlord or its Mortgagee may require.

ARTICLE XI DAMAGE AND DESTRUCTION AND RELOCATION

Section 11.01 Destruction of Leased Premises

- (a) If the Leased Premises are at any time damaged or destroyed as a result of any casualty required to be insured against by the Landlord pursuant to Section 10.06 Landlord's Insurance or otherwise insured against by the Landlord, the Landlord shall, with reasonable diligence, repair the Leased Premises save and except repairs to Leasehold Improvements with respect to which the Tenant is obliged to insure pursuant to Section 10.01 Tenant's Insurance, which repairs shall be the responsibility of the Tenant, and (i) if the damage or destruction is such as to render the Leased Premises wholly unfit for occupancy, Basic Rent shall abate from the date of the occurrence thereof until the completion of repairs to the Leased Premises by the Landlord, or (ii) if the damage or destruction is such that the Leased Premises can be partially used by the Tenant, Basic Rent shall abate in the proportion that the part of the Leased Premises which cannot be used or occupied bears to the whole of the Leased Premises from the date of the occurrence thereof until the completion of repairs to the Leased Premises by the Landlord.
- (b) If the Leased Premises are damaged or destroyed to such an extent that, in the opinion of the Landlord's architect or engineer, the Leased Premises are not capable with due diligence of being repaired, restored or rebuilt within one hundred and eighty (180) days from the date of such damage or destruction,

Section 11.02 Notice by Tenant

The Tenant shall give immediate notice to the Landlord of any fire, accident, or defect in or on, as the case may be, the Leased Premises, the Lands or anything connected therewith; but unless otherwise expressly provided herein, there shall be no obligation on the part of the Landlord to repair or make good any such matters.

Section 11.03 Demolition

Notwithstanding anything contained in this Lease to the contrary, in the event the Landlord intends to demolish or to renovate substantially the Leased Premises, then the Landlord, upon giving the Tenant one hundred and eighty (180) days' written notice, shall have the right to terminate this Lease and this Lease shall thereupon expire on the expiration of one hundred and eighty (180) days from the date of the giving of such notice without compensation of any kind to the Tenant.

Section 11.04 Relocation

The parties agree that during the Term of this Lease, the Leased Premises may be relocated within the Lands by the Landlord, and it is expressly agreed that this Lease shall continue in full force and effect, and the Tenant shall lease the relocated Leased Premises upon the same terms and conditions contained herein. The Landlord shall give the Tenant at least three (3) months' written notice of such relocation. In the event that the Tenant is not satisfied with the proposed new location, the Tenant shall notify the Landlord within two (2) weeks of receipt of the Notice and will deliver up vacant possession of the Lease Premises within the Notice period in accordance with the provisions of this Lease and will execute all documents and other assurances as are reasonably required to give effect to the provisions of this section. Upon the date of termination, any necessary adjustments in Rent shall be made between the Landlord and the Tenant.

Section 11.05 Health Emergency

If the Landlord, acting in good faith, determines that a Health Emergency exists:

- (a) the Landlord may amend, supplement or otherwise enforce any existing health emergency rules or regulations in existence; may pass additional rules or regulations and may impose restrictions to mitigate or minimize the effects of the Health Emergency by controlling access to parts of the Lands, imposing sanitization requirements and implementing health precautions consistent with advice from medical professionals, public health officials, police, or other public officials.
- (b) the Landlord will not be in default of any terms of this Lease by reason of anything it does pursuant to this section Section 11.05 Health Emergency, or by reason of any decision it makes in good faith in response to any Health Emergency, and will not be liable in contract, tort or in any other basis of liability, statutory or otherwise, by reason of any actions, omissions or failure to act in connection with or as the result of a Health Emergency.
- (c) If the Landlord, due to a Health Emergency, determines that it needs to suspend, reduce or restrict building services, in whole or in part, including but not limited to janitorial services, it will not be considered to be in default under this Lease.

- (b) the Tenant assigns or encumbers the whole or any part of this Lease or sublets or suffers or permits the use or occupation by anyone of the whole or any part of the Leased Premises except in the manner permitted by this Lease;
- (c) there is a misrepresentation with respect to any information provided by the Tenant to the Landlord pursuant to this Lease;
- (d) the Tenant fails to keep, observe or perform any other of the terms, conditions, covenants and agreements herein contained on the part of the Tenant to be kept, observed or performed for thirty (30) days after notice in writing of such failure has been given to the Tenant and such failure has not been remedied (provided that if such failure is not capable of being remedied within such thirty (30) day period, but the Tenant has commenced and is diligently pursuing the remedy of such failure, then the Tenant shall have such longer time to remedy such failure as is reasonable);
- (e) the Tenant becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or files any proposal or makes any assignment for the benefit of creditors;
- (f) a receiving order is made against the Tenant;
- (g) a receiver or a receiver and manager is appointed for all or a portion of the property of the Tenant;
- (h) any steps are taken or any action or proceedings are instituted by the Tenant or by any other Person including, without limitation, any court or governmental body of competent jurisdiction, for the dissolution, winding up or liquidation of the Tenant or its assets;
- (i) the Tenant makes a sale in bulk (other than a bulk sale made to a Transferee pursuant to a permitted Transfer hereunder and pursuant to the *Bulk Sales Act* of Ontario);
- (j) the term hereby granted or any of the Tenant's assets shall be taken or exigible in execution or in attachment or if a writ of execution shall issue against the Tenant and not be satisfied within thirty (30) days; or
- (k) re-entry is permitted under any other terms of this Lease;

then and in any of such cases, at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall immediately become due and payable, and the Landlord may immediately distrain for the same, together with any arrears then unpaid, and the Landlord shall have, in addition to any other rights or remedies of the Landlord pursuant to this Lease or at law or in equity, the immediate right to re-enter into and take possession of the Leased Premises in the name of the whole and have again, repossess and enjoy the Leased Premises in its former estate, and to expel all Persons from the Leased Premises and to remove and store all property in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice of resort to legal process and without the Landlord become liable for any loss or damage which may be occasioned thereby.

reletting, including brokerage fees and solicitors' fees and the cost of alterations and repairs; thirdly, to the payment of Rent due; and the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same becomes due and payable, and the Landlord shall not be accountable for any monies except those actually received, notwithstanding any act, neglect, omission or default of the Landlord, unless such non-receipt results from the negligence of the Landlord or those for whom it is in law responsible. No such entry of the Leased Premises by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of termination is given to the Tenant. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter terminate this Lease for such previous breach by written notice of termination given to the Tenant.

Section 12.03 Waiver of Exemption and Redemption

The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and, notwithstanding any such statute, none of the goods and chattels of the Tenant on the Leased Premises at any time during the Term shall be exempt from levy by distress for Rent and/or accelerated Rent in arrears. Upon any claim being made for such exemption by the Tenant or on distress being made by the Landlord, this Lease may be pleaded as an estoppel against the Tenant in any action brought to dispute the right to levy distress upon any such goods or chattels that are named to be exempt in any such statute.

Section 12.04 Landlord May Cure Default

If the Tenant is in default of any obligation or covenant under this Lease, the Landlord shall have the right, but not the obligation, at all times to remedy or attempt to remedy any such default and in so doing may make any payments due by the Tenant to third parties and may enter upon the Leased Premises to do any work or other things therein. In each such event all expenses of the Landlord in remedying or attempting to remedy such default shall be payable as Additional Rent by the Tenant to the Landlord forthwith upon demand, and the Landlord shall not be liable for any loss or damage to the Tenant's property or business caused by acts of the Landlord in remedying or attempting to remedy any such default or deemed to be a breach of any covenant for quiet enjoyment contained in this Lease.

Section 12.05 No Waiver of Breach

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenants, provisos or conditions herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or defeat or affect such continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only an express waiver in writing.

Section 12.06 Remedies Cumulative

No reference to, or exercise of, any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Section 12.07 Accord and Satisfaction

Section 12.08 Landlord's Expenses

Upon the occurrence of any of the events referred to in Section 12.01 Right to Re-Enter, the Tenant shall pay to and indemnify the Landlord against all costs, expenses (including reasonable legal fees on a client-and-his-solicitor basis) and charges lawfully and reasonably incurred in enforcing payments of Rent or other sums due hereunder, or in obtaining possession of the Leased Premises after default of the Tenant or upon expiration or earlier termination of the Term, or in enforcing any covenant, proviso or agreement of the Tenant herein contained.

ARTICLE XIII MORTGAGE BY LANDLORD OR TENANT

Section 13.01 Subordination

This Lease is and all of the rights of the Tenant hereunder are subject and subordinate to the rights of any Mortgagee and at any time at the request of the Landlord or a Mortgagee the Tenant shall without cost to the Landlord or the Mortgagee promptly (and in any event within ten (10) days) execute and deliver any instrument or further assurance reasonably required to:

- (a) postpone and subordinate this Lease to the Mortgagee to the intent and effect that this Lease and all rights of the Tenant shall be subject to the rights of the Mortgagee as though the Mortgage existed prior to the executor delivery of this Lease; and
- (b) attorn to the Mortgagee and become bound to the Mortgagee as tenant of the Leased Premises for the then expired residue of the Term upon the conditions herein contained.

Notwithstanding the foregoing, the Tenant shall not be required to postpone, subordinate or attorn to any Mortgagee unless such Mortgagee enters into an agreement with the Tenant which provides that, so long as the Tenant is not in default hereunder, its tenancy shall not be disturbed.

Section 13.02 Estoppel Certificate

Whenever requested by the Landlord, the Tenant shall, without cost to Landlord, promptly (and in any event within five (5) days) execute and deliver a certificate in form satisfactory to the Landlord in favour of any actual or prospective Mortgagee or purchaser of the Landlord's interest in the Lands certifying the status and validity of this Lease, the payment of Rent and such other information as may reasonably be required, all with the intent that any such certificate may be relied upon by the Person to whom it is addressed. In the event that the Tenant does not execute or deliver such certificate to the Landlord within five (5) days, the Tenant irrevocably appoints the Landlord as its authorized agent or signing officer to execute such certificate on the Tenant's behalf.

Section 13.03 Tenant Not to Create Encumbrances

The Tenant shall not create or permit or allow any mortgage, charge or other encumbrance of its leasehold interest under this Lease and its interest in the Leased Premises unless the prior written consent of the Landlord has been obtained which consent, in the absolute discretion of the Landlord, may be unreasonably withheld or granted on such terms and conditions as the Landlord may see fit.

ARTICLE XIV

The Tenant further acknowledges and agrees that the Landlord, including his guests, shall have access to any and all driveways, lawns, walkways, and other points of egress and ingress to (1) the Lands and (2) those portions of the Lands which are not included in the Leased Premises.

Section 14.02 Sale and Rental Notices

The Landlord shall have the right at all times during the Term to place upon the Leased Premises a notice of reasonable dimensions and reasonably placed so as not to interfere with the Business, stating that the Lands are for sale and, in addition, the Landlord shall have the right at all times during the six (6) months prior to expiration of the Term to place upon the Leased Premises a similar notice that the Leased Premises are for rent, and the Tenant shall not remove any such notice or permit the same to be removed.

ARTICLE XV RULES AND REGULATIONS

Section 15.01 Promulgation of Rules and Regulations

The Landlord shall have the right to adopt and promulgate reasonable rules, regulations codes, standards, and procedures not inconsistent with the terms of this Lease applicable to the Leased Premises or the Lands including, without limiting the generality of the foregoing, rules regulations, codes, standards, and procedures for the operation and maintenance of equipment, the use of the Leased Premises, health and safety, the delivery and shipping of merchandise between the general shipping and receiving areas and the Leased Premises, garbage disposal, , lighting of premises and display signs, parking, and other matters relating to the establishment of a proper image of the Lands and the health and safety of those Persons present on the Lands.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Signs

The Tenant shall have the right, at its sole cost and expense and subject to compliance with municipal by-laws and subject to the prior written consent of the Landlord (which consent shall not be unreasonably withheld), to install a sign or signs upon the exterior of the Leased Premises. Upon the expiration of the Term or any earlier termination thereof, at the request of the Landlord, the Tenant shall remove any sign it has installed, erected or displayed in or about the Leased Premises. Such removal will be at the sole cost of the Tenant. Failure of the Tenant to remove any such sign at the request of the Landlord shall entitle the Landlord to remove such sign at the sole cost of the Tenant, and the Tenant shall pay such cost together with an additional administrative charge of fifteen percent (15%) forthwith to the Landlord upon demand as Additional Rent.

Section 16.02 Force Majeure

If the Landlord is bona-fide delayed or hindered in or prevented from the performance of any provisions of this Lease by causes beyond its reasonable control, including, but not limited to acts of God, landslide, flood, tempest, washout, fire, lightning, disaster, earthquake, storm, action of

Section 16.03 Registration

The Tenant shall not register this Lease without the prior written consent of the Landlord which may be arbitrarily withheld or unreasonably delayed. In lieu of giving consent, the Landlord shall execute, at the request and expense of the Tenant, a short form of lease in a form satisfactory to the Landlord for the purpose of registration, which shall suffice to give notice of this Lease and the Tenant's interest in the Leased Premises without disclosure of any of the terms of this Lease which the Landlord does not wish to have disclosed. The Tenant may register a notice of the Lease, if applicable, provided that the Landlord approves the form of the notice, which approval shall not be unreasonably withheld.

Section 16.04 No Objection

The Tenant hereby agrees not to object or file any complaints with respect to any renovation, development or expansion of the Lands. The Tenant shall not oppose any application for: (i) any severance or minor variance application by the Landlord, or any successors in title to the Landlord, with respect to any part or parts of the Lands; or (ii) any rezoning or committee of adjustment applications (severance or minor variance), whether with respect to the Lands or other lands owned by the Landlord or by corporations or other entities associated with or controlled by the Landlord, nor shall the Tenant challenge any use on the Lands. This covenant may be pleaded by the Landlord as an estoppel to any opposition by the Tenant or in aid of an injunction restraining such opposition.

Section 16.05 Notices

- (a) Any notice required or contemplated by any provision of this Lease shall be given in writing and shall be delivered in person or, if there is not actual or apprehended disruption in the Canadian Postal Service, sent by registered mail postage prepaid, if to the Tenant, at the Leased Premises, and if to the Landlord, at:

101 Rolph Rd.
Village of Baltimore, Ontario
K0K 1C0
Attn: Mark Rivers

Fax: N/A
Email: mrivers@innovativecompositesinc.com

and copied to (which shall not constitute notice herein):

Himelfarb Proszanski, Barristers & Solicitors
480 University Avenue, Suite 1401
Toronto, ON M5G 1V2
Attn: Peter Proszanski

Fax: 416-599-3131

- (b) Every such notice shall be deemed to have been given and received when personally delivered or sent by facsimile, email or other similar means of electronic communication or, if mailed as aforesaid, upon the third Business Day after the date

**ARTICLE XVII
LANDLORD'S COVENANTS**

Section 17.01 Quiet Enjoyment

The Landlord covenants with the Tenant for quiet enjoyment.

Section 17.02 Lands

The Landlord shall maintain and repair the Lands, but excluding the Leased Premises, except for reasonable wear and tear.

Section 17.03 Inherent or Structural Defects

The Landlord shall repair inherent or structural defects or weaknesses in the Lands including defects of weaknesses caused by improper materials or workmanship or faulty construction or design.

Section 17.04 Grant of Licence

The Landlord shall grant to the Tenant a revocable, non-exclusive, non-transferrable licence to use certain rooms and areas located on the Lands during the Term for the sole purpose allowing customers of the Business to use such rooms for rest and sleep (the "Licence"). The terms of the licence shall be negotiated between the Landlord and Tenant, acting reasonably. Upon termination of this Lease for any reason, the Licence shall automatically be revoked and terminated.

**ARTICLE XVIII
EXPROPRIATION**

Section 18.01 Expropriation

If the whole or any part of the Lands shall be taken or expropriated during the Term, neither the Landlord nor the Tenant shall have a claim against the other for the shortening of the Term or potential term of this Lease, the abatement of Rent or the reduction or alteration of the Lands or the Leased Premises, and the landlord and Tenant may each exercise fully all rights, remedies and claims for compensation which each may have under the applicable expropriation legislation, and this Lease shall not terminate nor Rent abate except to the extent required by the applicable expropriation legislation.

**ARTICLE XIX
ENVIRONMENTAL MATTERS**

Section 19.01 Environmental Matters

The Tenant shall not cause or permit any hazardous substances including, without limitation, inflammables, explosives, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any such authority (any of which is hereinafter referred to as a "hazardous substance") without first obtaining Landlord's written consent which may

SCHEDULE "A"

Description of the Lands:

PT LT 33 CON 6 HALDIMAND PT 1, 39R1905; S/T MCG 478; ALNWICK/HALDIMAND; PIN 51126-0087 (LT)

PT LT 31-32 CON 6 HALDIMAND PT 2, 39R1905; S/T MCG 478; ALNWICK/HALDIMAND; PIN 51126-0089 (LT)

PT LT 30 CON 6 HALDIMAND PT 3, 39R1905; S/T MCG 478; ALNWICK/HALDIMAND; PIN 51126-0097 (LT)

PT LT 30 CON 6 HALDIMAND AS IN NC378966; ALNWICK/HALDIMAND; PIN 51126-0099 (LT)

PT LT 31 CON 6 HALDIMAND PT 5, 39R1905; ALNWICK/HALDIMAND; PIN 51126-0104 (R)

PT LT 31 CON 6 HALDIMAND PT 6, 39R1905; S/T MCG 478; ALNWICK/HALDIMAND; PIN 51126-0105 (LT)

SCHEDULE "B"

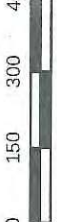
DESCRIPTION OF LEASED PREMISES

(Insert photocopy of building plan)

Serviced

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FOR BRIAN001

SCALE



PROPERTY II
NORTHUMBERLA

LEGEND

- FREEHOLD PROPERTY
- LEASEHOLD PROPERTY
- LIMITED INTEREST PROPE
- CONDOMINIUM PROPERTY
- RETIRED PIN (MAP UPDATE
- PROPERTY NUMBER
- BLOCK NUMBER
- GEOGRAPHIC FABRIC
- EASEMENT

THIS IS NOT A PL

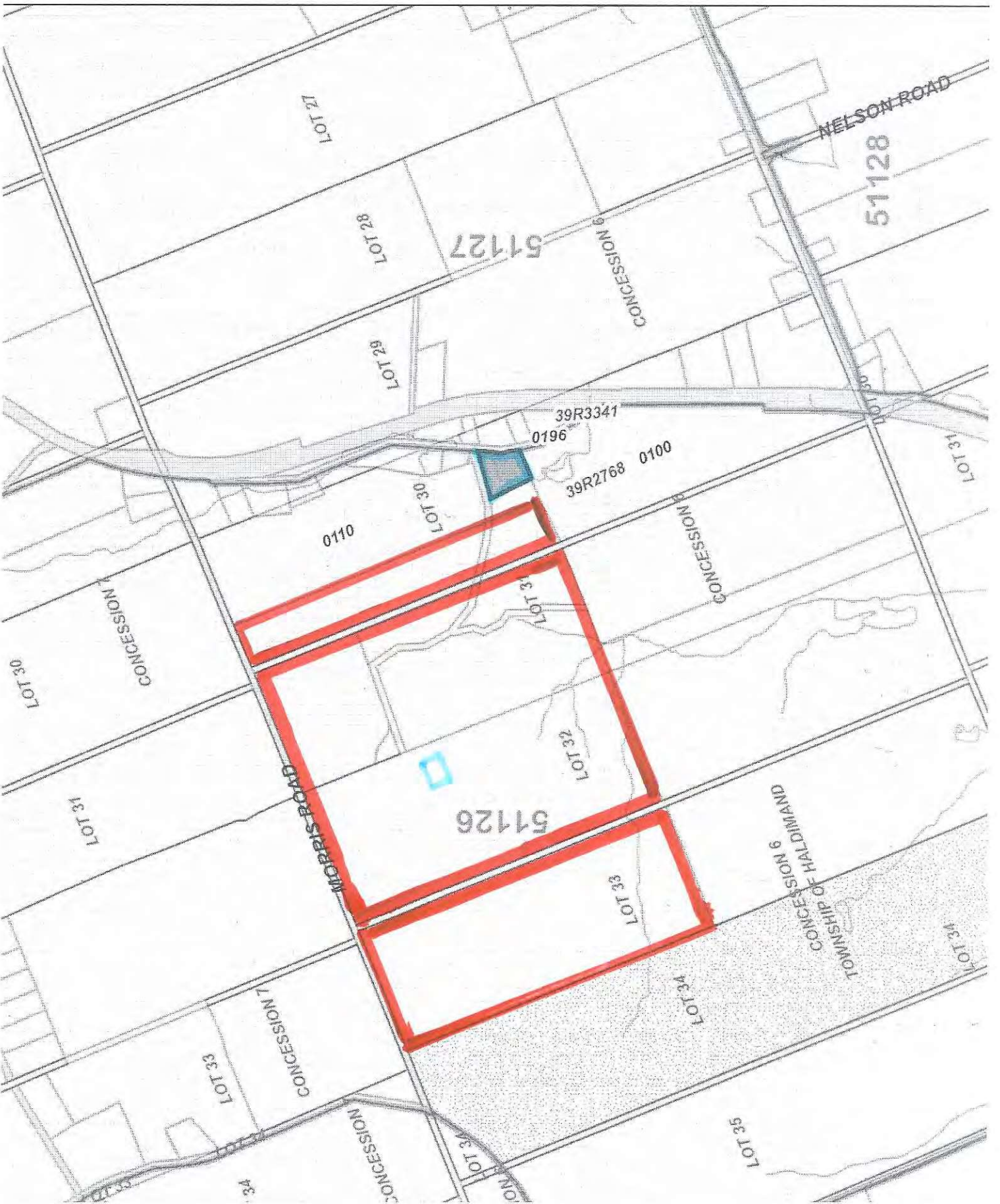
NOTE

REVIEW THE TITLE RECORD
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SSIB
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(1650' ± DEED)

289.0

N 18° 24' 50" W

No fence

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N 78°20'30" W

165.76

N 52°46' W

185.25

N 73° 26' W

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N 73° 17' 10" E

(1320' ± DEED)

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fence

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GAR.

FR. DWELL.

POOL

FR. BLDG.

PART 5

INST. No. 1216 27 8 80

PLAN REG'D. PART

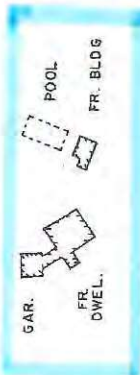
EASEMENT
PART 2
PLAN 39 R 10 0
PART 4

LINE

STEEL BARN

FR. BARN

STEEL BARN



SCHEDULE "C"

LANDLORD'S WORK

INTENTIONALLY DELETED

TENANT'S WORK

All work necessary to bring the Leased Premises to a condition to operate the Business, provided that the Tenant complies with section 6.05 and all other terms of this Lease.

APPENDIX I

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of May, 2018

BETWEEN:

Mill Valley Estates of 101 Rolph Road, Baltimore, ON, K0K 1C0

Telephone: (647) 526-5899

(the "Landlord")

OF THE FIRST PART

- AND -

Oasis Global Inc. of 101 Rolph Road, Baltimore, ON, K0K1C0

Telephone: (866) 743-9031

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: Mill Valley Estates
 - b. Address of Mill Valley Estates: 101 Rolph Road, Baltimore, ON, K0K 1C0, Phone: (647) 526-5899
 - c. Tenant: Oasis Global Inc.
 - d. Address of Oasis Global Inc.: 101 Rolph Road, Baltimore, ON, K0K1C0, Phone: (289) 677-4657
 - e. Commencement Date of Lease: May 1, 2018

- f. Base Rent: "Please refer to Schedule A", payable per month
- g. Permitted Use of Premises: Offices, Warehouses, Showroom, Staff Accommodations, Mechanic Shop, Product Demonstration & Testing Compound
- h. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
 - d. "Lands" means the land legally described as:
 - i. Offices, Warehouses, Mechanic Shop, Staff Accommodations, Showroom;
 - e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

- f. "Premises" means the warehouse space at 101 Rolph Road, Baltimore, ON, K0K 1C0;
- g. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- h. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 3. It is the intent of this Lease and agreed to by the Parties to this Lease that this Lease will be absolutely carefree triple net to the Landlord such that, all and every cost, expense, rate, tax or charge in any way related to the Premises, to the operation of the Building and to the Tenant's share of Operating Costs will be borne by the Tenant for its own account and without any variation, setoff or deduction whatsoever, save as specifically provided in this Lease to the contrary.

Leased Premises

- 4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Head Office, Product Demonstration & Testing Compound.
The Premises are more particularly described as follows:
Access to trails, all parking, equipment access (per equipment lease),
- 5. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.
- 6. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.
- 7. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.
- 8. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
- 9. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.

10. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.
11. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

12. The term of the Lease is a periodic tenancy commencing at 12:00 noon on May 1, 2018 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
13. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
14. Upon 60 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days notice.

Rent

15. Subject to the provisions of this Lease, the Tenant will pay a base rent of "Please refer to Schedule A", payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
16. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
17. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar

month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.

18. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

19. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs") which include without limitation or duplication, all expenses, costs and outlays relating to the following:
- a. cleaning and janitorial services;
 - b. operating and servicing elevators;
 - c. all utilities supplied to the Common Areas and Facilities;
 - d. security;
 - e. window cleaning;
 - f. all insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
 - g. repairs and replacements to the Building and any component of the Building;
 - h. accounting and auditing;
 - i. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
 - j. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;
 - k. supplies used in relation to operating and maintaining the Building;
 - l. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;
 - m. all outdoor maintenance including landscaping and snow removal;
 - n. operation and maintenance of parking areas; and

- o. preventive maintenance and inspection.
- 20. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
- 21. Operating Costs will also not include the following:
 - a. any increase in insurance premiums to the centre as a result of business activities of other Tenants;
 - b. the costs of any capital replacements;
 - c. the costs incurred or accrued due to the wilful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
 - d. structural repairs;
 - e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
 - f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;
 - g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
 - h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.
- 22. In computing Operating Costs there will be credited as a deduction the amounts of proceeds of insurance relating to insured damage. Any expenses not directly incurred by the Landlord but which are included in Operating Costs may be estimated by the Landlord, acting reasonably if and to the extent the Landlord cannot ascertain the actual amount of such expenses from the tenants who incurred them. Any report of the Landlord's independent chartered accountant for such purpose will be conclusive as to the amount of Operating Costs for any period to which such report relates. To the extent that any component of Operating Costs should be allocated, in the reasonable opinion of the Landlord, to any group of tenants, the Landlord may, but will not be obliged to allocate the cost of that Component to Operating Costs of those tenants alone.
- 23. The Tenant will pay:

- a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, provincial, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.
 - b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.
24. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or separate assessment notices for the Premises and receipts evidencing the payment of all amounts payable by the Tenant directly to any taxing authority and will furnish such information in connection therewith as the Landlord may from time to time require.
25. The Tenant will pay to the Landlord, forthwith upon demand, the following amounts:
- a. If the Tenant or any person occupying the Premises or any part of the Premises will elect to have the Premises or any part of the Premises assessed for separate school taxes, any additional amount payable in respect of the Premises or the Building as a result of such election, as reasonably determined by the Landlord.
 - b. An amount equal to any increase in the Operating Costs if such increase is directly or indirectly attributable to any installation in or upon the Premises or any activity or conduct on the Premises.
 - c. In such manner as the Landlord will from time to time direct, the cost of supplying all water, fuel, electricity, telephone and any other utilities used or consumed upon or serving the Premises. If the Tenant is billed for the consumption or use of such utilities directly by the appropriate utility authority, the Tenant will pay any such billings promptly when due and payable. If separate check meters are not installed in respect of utilities consumption in, upon or serving the Premises or if the Tenant is not billed for the consumption of such utilities directly by the competent authority, the Landlord will allocate to the Tenant, on a reasonable basis, a share of the total costs of all utilities consumed within the Building.

26. All amounts payable by the Tenant relating to the Operating Costs will be deemed to be rent and receivable and collectable as such notwithstanding the expiration or sooner termination of this Lease and all remedies of the Landlord for nonpayment of rent will be applicable thereto.

Landlord's Estimate

27. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly instalment throughout the applicable period with the monthly instalment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the instalment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

28. The Tenant will carry on business under the name of Oasis Global Inc. and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
29. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and

regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

30. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

31. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

32. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 60 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
33. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

34. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

35. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

36. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

37. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Landlord Chattels

38. The Landlord will not supply any chattels.

Tenant Improvements

39. The Tenant may make the following improvements to the Premises:
- a. All leaseholder improvements to allow the tenant to operate its business will be permitted. Tenant will be responsible for aid leasehold improvements. Ownership of said leasehold improvements will be the property of Mill Valley Estates..

Utilities and Other Costs

40. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
41. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: Liability insurance, security, maintenance, snow removal, leasehold improvements.

Signs

42. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

43. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

44. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
45. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
46. The Tenant will provide proof of such insurance to the Landlord upon request.

Tenant's Insurance

47. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the Province of Ontario:
 - a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$2,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
 - d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
48. The Tenant's policies of insurance hereinbefore referred to will contain the following:

- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.
49. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
50. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
51. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

52. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:

- a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
- b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
- c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.

53. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

54. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

55. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or

Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

56. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
57. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favour of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

58. The Tenant will not register this Lease, provided, however, that:
 - a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the Term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

59. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

60. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and

obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

61. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.
62. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
63. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
64. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

65. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Legal Fees

66. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

Governing Law

67. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

68. If there is a conflict between any provision of this Lease and the applicable legislation of the Province of Ontario (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
69. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

70. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

71. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will

not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

72. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
73. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
74. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
75. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

76. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Damage to Premises

77. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord decides not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

78. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control

of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

79. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

80. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent instalments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

81. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair,

maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.

82. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
83. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
84. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
85. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.

86. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
87. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
88. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

89. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

90. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
91. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
92. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
93. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
94. The Tenant will not engage in any illegal trade or activity on or about the Premises.
95. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
96. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

97. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

98. The Tenant will comply with all laws, regulations, and other rules regarding any article or thing of a dangerous, flammable, or explosive character and the protection of the environment, and will:
- a. comply, at its own cost, with any laws, regulations, rules, or government authority, with the approval of the Landlord;
 - b. immediately notify the Landlord in writing of any release or discharge of any such article or thing in or around the Premises;

- c. remedy any damage caused by of any release or discharge of any such article or thing in or around the Premises, with the approval of the Landlord; and
- d. if requested by the Landlord, obtain, at its own cost, a report from an independent consultant verifying compliance or removal of any such article or thing.

Rules and Regulations

99. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

100. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 101 Rolph Road, Baltimore, ON, K0K1C0 after this tenancy is terminated. The phone number of the Tenant is (289) 677-4657 and
 - b. the address for service of the Landlord is 101 Rolph Road, Baltimore, ON, K0K 1C0, both during this tenancy and after it is terminated. The phone number of the Landlord is (647) 526-5899.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

101. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

102. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labour troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then

performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

103. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

104. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

105. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

106. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.
107. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

108. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
109. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
110. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. cheque or cheque returned by the Tenant's financial institution.
111. All schedules to this Lease are incorporated into and form an integral part of this Lease.
112. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
113. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
114. Time is of the essence in this Lease.
115. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
116. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

Schedule A (payment schedule)


- a. 2018-2019: Base rent of \$4,000 plus operating costs etc,...
- b. 2019-2020: Base rent of \$6,000 plus operating costs etc,...
- c. 2021-2022: Base rent of \$6,000 plus operating costs etc,...
- d. 2022-2023: Base rent of \$12,000 plus operating costs etc,

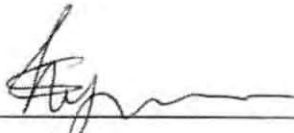
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 29th day of April, 2018 .



(Witness)

Mill Valley Estates (Landlord)

Per:  (SEAL)



(Witness)

Oasis Global Inc. (Tenant)

Per:  (SEAL)