

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

BETWEEN:

CHRISCWE HOLDINGS INC.

Plaintiff

and

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

Defendants

MOTION RECORD OF THE RECEIVER
(returnable February 29, 2024, at 11:00 a.m – in person.)

February 2, 2024

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TO: SERVICE LIST

**ONTARIO
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B E T W E E N:

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Plaintiff

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Plaintiff

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2833713 ONTARIO INC.

Defendants

NOTICE OF MOTION

Crowe Soberman Inc. ("**Crowe**"), in its capacity as the Court-appointed Receiver ("**Receiver**"), without security, of all of the assets, undertakings and properties of Oasis Global Inc. John Mark Rivers also known as Mark Rivers, and 2833713 Ontario Inc. ("**Debtors**"), including all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, will make a motion to a Judge on the Commercial List on Thursday, February 29, 2024, at 11:00 a.m., and in person, or as soon as the motion may be heard:

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1 (1) because it is on consent.
- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

at the following location: 330 University Ave., Toronto (In Person).

THIS MOTION IS FOR:

1. an Order validating service of this Motion Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
2. an Order approving the "Third Report of the Receiver" dated February 2, 2024;

3. an Order for the advice and directions of this Court with respect to the initiation and timetabling of a proceeding to be brought against Linda Rivers and Partikel Inc. ("**Partikel**") and such other persons as the Receiver may deem appropriate to determine the rights of the Receiver to recover property and/or damages in respect of the alleged appropriation of a corporate opportunity that may have belonged to the Debtors;

4. an Order requesting that Mark Rivers, Linda Rivers, and the Mill Valley companies, and any other relevant persons return any and all assets of Oasis Global Inc. ("**Oasis**") and 283 Ontario Inc. ("**283**");

5. an Order requiring Mill Valley and Mrs. Rivers to provide supporting documents as to source of funds for assets claimed belonging to Mill Valley and proof of title thereof and if no proof is provided, that an Order that Mill Valley and Mrs. Rivers return any and all assets that have been removed from 101 Rolph Road, Baltimore ("**Property**");

6. an Order to permit the Receiver to enter into the residential home at the Property, on notice and on terms and conditions to be approved by this Court, in respect of those lands and premises that constitute the residence of Mr. Rivers and/or Mrs. Rivers;

7. an Order of Vacant Possession of the Property located at 101 Rolph Road, Baltimore to the Receiver;

8. as set out in the Supplementary Report to the Second Report of the Receiver, dated November 6, 2023 ("**Sup Report**"), the Receiver renews its request for an Order to permit the Receiver to disaffirm, or terminate, as the case may be, the following:

- a. lease agreement between Mr. Rivers (as Head Landlord) and Mill Valley Private Reserve LP (as Tenant), dated December 15, 2014;
- b. 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
- c. to disclaim the Segway Distribution Agreement between Segway Technology and 283;

d. 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.

9. such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

10. Pursuant to the Order of the Honourable Mr. Justice Osborne dated August 31, 2023 ("**Receivership Order**"), made on an application by Chriscwe, Crowe Soberman Inc. was appointed as Receiver ("**Receiver**") of all of the assets, undertakings, and properties of Oasis Global Inc. ("**Oasis**", or the "**Company**"), John Mark Rivers ("**Mr. Rivers**"), and 2833713 Ontario Inc. ("**283**") (collectively the "**Debtors**"), including all of the assets, undertakings and properties acquired for, or used in relation to a business carried on by the Debtors ("**Property**").

11. The Receiver's First Report and activities described therein have been approved.

12. The Receiver brought a motion on November 7, 2023, for various relief set out therein. As of the date of this Notice of motion, the decision of the Court with respect to the November 7, 2023, motion, is pending.

13. The Receiver's activities, after November 6, 2023, include, among other things:

- a. hiring a skeleton staff on a contractual basis to operate the Company;
- b. engaged a security team, Maxima Security Inc., to monitor the Property;
- c. located assets that were removed from the Property, and arranged for their return;
- d. identified assets on the Property which required extra maintenance/care due to weather;

- e. monitored the Company's bank accounts and made necessary payments towards wages, insurance, utilities, and other operating expense;
- f. engaged with Keller Williams Real Estate Associates for the purpose of listing the Property for sale; and
- g. further and other details as outlined in the Receiver's Third Report.

14. On January 3, 2024, the Receiver listed the Property for sale. The Receiver requires access and vacant possession to the residential house on the Property for the purpose of completing an appraisal, showing the residential house to prospective buyers, and conducting building inspections to ensure proper maintenance is being done.

15. There are insufficient funds in Oasis' bank account to pay for ongoing expenses in connection with these Receivership proceedings. The Receiver will be required to borrow funds pursuant to the Receiver's Certificate.

16. In this motion, the Receiver renews the relief sought in its November 6, 2023, Notice of Motion, with respect to the Segway Distribution Agreements, the DLL contract, and the head lease and sub-lease referred to above.

17. The Receiver has learned that Linda Rivers and Mark Rivers have incorporated a company called Partikel. Partikel may have entered into a distribution arrangement with Baltic OÜ in respect of goods which are accessories of the products sold by Oasis and/or 283. The Receiver is concerned that a corporate opportunity belonging to Oasis and/or 283 has been appropriated and hence the Receiver seeks the advice and directions of this Court for the initiating and timetabling to a proceeding to determine the rights of the parties.

18. The Receiver renews its request as set out in the November 6, 2023, Notice of Motion, to terminate all leases between Mr. Rivers and any Mill Valley company and all leases between any Mill Valley company and Oasis.

19. The Receiver seeks an accounting, proof of funds, and proof of ownership for any assets, including equipment being claimed to be owned by any Mill Valley company.

20. The Receiver has become aware that various assets have been removed from the Property. This, in turn, has caused the Receiver to spend considerable time and resources in locating the assets and arranging for their return. The Receiver will continue to monitor this issue, and will provide its findings and recommendations in a further report.

21. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE RECEIVER RELIES ON THE FOLLOWING, GENERALLY:

22. The Receivership Order dated August 31, 2023.

23. The findings and observations set out in the First Report of the Receiver, Supplementary Report to the First Report of the Receiver, Second Report of the Receiver, and the Supplementary Report to the Second Report of the Receiver, and the Third Report of the Receiver.

24. The provisions of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, including section 243.

25. The provisions of the *Courts of Justice Act*, R.S.O. c. C. 43, including section 137(2).

26. Rules 1.04, 2.03, 3.02, 16, and 37 of the *Rules of Civil Procedure*.

27. The inherent and equitable jurisdiction of this Court.

28. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

29. The Receivership Order, dated August 31, 2023;

30. The First Report of the Receiver, dated July 18, 2023;

31. The Supplementary Report to the First Report of the Receiver, dated August 2, 2023;

32. The Second Report of the Receiver, dated October 31, 2023;

33. The Supplementary Report to the Second Report of the Receiver, dated November 6, 2023; and

34. The Third Report of the Receiver, dated February 2, 2024; and
35. Such further evidence as counsel may advise and this Honourable Court may permit.

February 2, 2024

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TO: SERVICE LIST

CHRISCWE HOLDINGS INC.
Plaintiff

Court File No. CV-22-00685133-00CL
and OASIS GLOBAL INC. et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION OF THE RECEIVER

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**ONTARIO
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CHRISCWE HOLDINGS INC.

Plaintiff

- and -

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

Defendants

THIRD REPORT OF THE RECEIVER

February 2, 2024

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I. INTRODUCTION

1. Pursuant to the Order of the Honourable Mr. Justice Osborne, dated August 31, 2023 (“**Receivership Order**”), made on an application by Chricwe Holdings Inc. (“**Chricwe**”), Crowe Soberman Inc. was appointed as Receiver (“**Receiver**”) of all of the assets, undertakings, and properties of Oasis Global Inc. (“**Oasis**”, or the “**Company**”), John Mark Rivers (“**Mark Rivers**”), and 2833713 Ontario Inc. (“**283**”) (collectively the “**Debtors**”), including all of the assets, undertakings and properties acquired for, or used in relation to a business carried on by the Debtors.

II. PURPOSE OF THE THIRD REPORT

2. This Third Report is prepared and filed to:
 - (a) Update the Court on the Receiver’s activities since the date of the Supplementary Report to the Second Report of the Receiver dated November 6, 2023 (the “**Sup Report**”), which has been attached as **Appendix “A”**. We note that additional information regarding the details and events that have transpired during these Receivership Proceedings are more amply set out in the Receiver’s prior reports which can be found using the following link:
<https://www.crowe.com/ca/crowesoberman/insolvency-engagements/chricwe-holding-inc-vs-oasis-global-inc>
 - (b) update the Court on various matters in connection with these Receivership Proceedings; and
 - (c) seek the Court’s going forward instructions on various matters with respect to these Receivership Proceedings.

III. TERMS OF REFERENCE

3. In preparing this Report, and in making the comments herein, the Receiver has received and relied on certain books and records, financial information, e-mails, correspondence and discussions from the Plaintiff and its counsel and the Defendant and its counsel.
4. Except as described in this Report, the Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy and completeness of information provided in a manner

that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.

5. The Receiver has prepared this Report in connection with the relief sought herein. This Report should not be relied upon for any other purpose.
6. Unless otherwise noted, all monetary amounts contained in this Report are expressed in Canadian dollars.
7. Terms used in this Report and not otherwise defined herein have the meaning ascribed to them in the First and Second Reports of the Receiver.

IV. ACTIVITIES OF THE RECEIVER

8. Some of the activities of the Receiver, from November 6, 2023, to the date of this Report include, but are not limited to, the following:
 - (a) Hiring a skeleton staff on a contractual basis to operate the Company, primarily for the purpose of responding to complaints from customers and dealers, and to conduct a comprehensive inventory count. As well, this staff has been assisting the Receiver with various matters in complying with its mandate pursuant to the Receivership Order;
 - (b) Engaging a security team, Maxama Security Inc. ("**Maxama**"), for the purpose of watching over the property located at 101 Rolph Rd, Baltimore, Ontario (the "**Property**") on a twenty-four seven basis. Maxama has been and continues to monitor the Property, ensuring that only authorized individuals enter the Property. The Receiver notes that Mr. Rivers and member of the Rivers Family have been granted access to the residential home located on the Property but have been prohibited from entering areas that are used for the Company's business operations;
 - (c) Locating assets that were removed from the Property;
 - (d) Arranging for the return of assets to the Property;

- (e) Identifying assets on the Property, that required extra maintenance and/or protection from the incoming cold weather and arranging for the safekeeping thereof;
- (f) Negotiating with Leasing and Insurance Companies to develop a payment plan for the period while the Company was not operating in the normal course;
- (g) Arranging for an audit of the Company's payroll account, conducted by CRA;
- (h) Monitoring the Company's bank accounts and making essential payments towards wages, insurance, utilities, and other various operating expenses;
- (i) Engaging Keller Williams Real Estate Associates for the purpose of listing the Property for public sale; and
- (j) Engaging FCA Insurance Brokers to obtain an insurance policy that is appropriate for these Receivership Proceedings.

V. 101 ROLPH RD, BALTIMORE, ONTARIO ("Property")

Property Listed for Sale

- 9. On January 3, 2024, the Property was listed for sale on the Multiple Listing Service ("MLS") – Realtor.ca and other public platforms. A copy of the listing is attached as **Appendix "B"**. The Receiver has been advised by the real estate agent, that as of the date of this report, the Property has garnered significant interest, but no offer has been received.
- 10. As discussed in the Second Report of the Receiver, dated October 31, 2023, Pocrnic Realty Advisors ("**PRA**"), are administrators of the second and third mortgages on the Property. PRA contacted the Receiver at the outset of these Receivership Proceedings regarding their intent to initiate power of sale proceedings. At that time, the Receiver advised PRA that a stay of proceedings was in place. Pursuant to the Mortgage Discharge Statements provided by PRA as of January 2024, the balances of these mortgages were in the amounts of \$554,369 and \$1,565,900, respectively. As well, the Receiver was provided with a Mortgage Discharge Statement from Chriscwe, which holds the fourth mortgage on the Property, in the amount of \$1,011,825, as of January 2024. These Mortgage Discharge Statements are attached as **Appendix "C"**.

11. Pursuant to a Title Search that was conducted on the Property as of January 31, 2024, there were five charges registered on the Property. The Receiver has requested payout statements from each of the mortgagees and will update the court when received. The Title Search is attached as **Appendix "D"**.
12. Each of these mortgagees have yet to be paid from the outset of these Receivership Proceedings. As well, the Receiver is not aware of payments that will potentially be made, towards paying off the balances of these outstanding mortgages, for the foreseeable future. Given the foregoing and the significant costs that the Receiver has incurred and continues to incur on account of monitoring and maintaining the Property, the Receiver has determined that it was in the best interest of all stakeholders that the Property be listed for sale.
13. The Receiver has advised PRA and Chriscwe of the listing of the Property for sale, and the listing price, and both parties were agreeable to the listing and its terms.
14. Access is required to the residential house for the purposes of completing an appraisal, showing of the residential house to prospective buyers, and building inspection of the residential house to ensure that proper maintenance is being done.

Vacant Possession of Property

15. The Receiver will be requesting that the Court grant to it an order of vacant possession on the Property to assist in its pursuit of proceeding with a sale of the Property, including the showing of the residential home to prospective buyers.
16. Based on information provided to the Receiver, including periodical reports from Maxama, the Receiver understands the following:
 - (a) Members of the Rivers Family, including Linda Rivers and children, are not on the Property on any regular basis. Maxama has seen Linda Rivers and the children only a handful of times since October 23rd, 2023, which was the date that security personnel started to be on site. As well, Maxama has advised the Receiver that they have not seen Linda Rivers or the children whatsoever in January 2024 up to the date of this report; and

- (b) Maxama reports that they have seen Mark Rivers and the housekeeper sporadically, a couple of times every other week. However, they do not see Mark Rivers on a regular basis at the Property.
17. The Receiver understands that the Rivers Family has resided in another home, away from the Property, since before the date of the Receivership Order, in the Durham Region of Ontario.
18. Given the above with respect to the Property, it appears to the Receiver that the vacant possession of the Property will not pose a problem or hinderance to the Rivers Family as their residential abode is not located at the Property.

VI. OTHER MATTERS

Insufficient Funds

19. There are insufficient funds in the Company's bank account at the disposal of the Receiver to pay for ongoing expenses in connection with these Receivership Proceedings. In its current non-operational status, the Company does not have the ability to generate revenues. At the outset of these Receivership Proceedings the Receiver paid wages, insurance, utilities and negotiated lease payments, which have depleted the Company's cash to date. Notwithstanding the skeleton staff and the lack of business operations, fixed expenses continue to be incurred. A continuance of the status quo will continue to severely jeopardize the position of the prospective purchaser under the Asset Purchase Agreement as discussed in the Sup Report.
20. The Receiver intends on borrowing funds under the Receiver's Certificate, as provided for in the Receivership Order.

Termination Request by Segway Technology

21. As noted in the Sup Report, the Receiver recommended that the Court grant an Order to disclaim the Distribution Contract Addendum and the applicable Letter of Intent and Memorandum of Understandings between Segway Technology and 283 (collectively the "**Segway Distribution Agreement**").

22. On January 16, 2024, counsel to Segway Technology requested, by way of email, that the Receiver provide its consent with respect to the termination of the Segway Distribution Agreement. This email correspondence is attached as **Appendix “E”**.
23. It remains the ongoing view of the Receiver that the Segway Distribution Agreement should be terminated and accordingly, the Receiver renews its request, as set out in the Sup Report, with respect to the termination of the Segway Distribution Agreement.

Questionable Transactions

24. Prior to the Receivership Order, Oasis had a variety of suppliers including Iron Baltic OÜ, Zac Backpack, Boxotool (tool boxes), Rammy and Hoosier Offroad (tires). The Receiver understands that Iron Baltic was the Company’s unique supplier with respect to attachments for all-terrain vehicles, throughout the year 2023. See **Appendix “F”** for invoices between the two parties.
25. The Receiver contacted Iron Baltic for the purpose of obtaining details regarding its unique relationship with the Company. Iron Baltic responded that there was no formal relationship or agreement with Oasis (**Appendix “G”**).
26. Partikel Inc. (“**Partikel**”) is an Ontario corporation incorporated on September 14, 2022. Linda Rivers was appointed as Director and Officer on June 30, 2023. Mark Rivers was listed as the PAF (person authorized filing) in October 2022. The head office of Partikel is 101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0, a property owned by Mark Rivers.
27. The Ontario Profile Reports for Partikel says that the business names for Partikel are ATVNEARME.FUN and IRON BALTIC CANADA.
28. The Ontario Profile Report for Iron Baltic Canada identifies its principal place of business as 101 Rolph Road, Baltimore, and it is said to be a recreational vehicle dealer. Both the Ontario Profile Reports of Iron Baltic Canada and Partikel indicate that Linda Rivers involvement commenced in September or October 2023. The Receivership Order is dated August 31, 2023, and issued and entered on September 6, 2023.
29. Iron Baltic Canada was registered on October 24, 2023. Partikel is listed as the registrant and Linda Rivers is listed as the PAF. 101 Rolph Road, Baltimore, Ontario, Canada, K0K

1C0 was listed as the principal place of business and head office address. There was no information regarding Directors or Officers.

30. Attached as **Appendix "H"** are the Partikel and Iron Baltic Canada's Ontario Profile Reports.
31. The Receiver became aware of the following websites that appear to be affiliated with the Debtors:
 - (a) <https://atvnearme.fun/> - The Receiver notes that as of January 31, 2024, at the bottom of the web page, it stated "operated by Partikel Inc." (**Appendix "I"**), and listed Segway as one of their dealers. The Receiver further notes that the Website appears to have been updated on or around the morning of February 1, 2024 and references to Partikel and Segway were removed. As well, this website is listed under Active Business Names on Partikel's Ontario Profile Report.
 - (b) <https://ironbaltic.ca/> - This is the Website for Iron Baltic Canada. As previously noted, this Company is related to the Rivers Family and there are references to Partikel Inc. Under the "Contact Us" tab, the email has an "atvnearme.fun" domain name and the address is 101 Rolph Road, Baltimore, ON, K0K 1C0.
32. Attached as **Appendix "I"** are screenshots from the atvnearme.fun and Ironbaltic.ca Websites.
33. The Receiver is concerned that based on the foregoing, Mark Rivers and Linda Rivers, knowingly, appropriated a corporate opportunity belonging to Oasis and 283 through the incorporation of Partikel. The Receiver is concerned that Partikel / Iron Baltic Canada have entered into a distribution agreement with Iron Baltic OÜ to the detriment of Oasis and 283.
34. Accordingly, pursuant to s. 2(i) of the Receivership Order, the Receiver seeks the advice and directions of this Court with respect to the initiation and timetabling of a proceeding as against Linda Rivers and Partikel for a determination of the rights to distribute Iron Baltic products, and an accounting thereof.

Mill Valley Properties

35. As discussed in the Receiver's prior reports, there is a lease agreement dated in December 2014, between Mark Rivers as Landlord, and Mill Valley Private Reserve LP as Tenant in connection with the Property. As well, there is a lease agreement whereby Mill Valley Estates ("**Mill Valley**") leases the Property to Oasis, dated in May 2018. These lease agreements are attached as **Appendix "J"**.
36. Throughout these Receivership Proceeding, Linda Rivers, the owner of Mill Valley, has been issuing invoices to the Receiver for rent at the rate of \$15,000 per month. As well, Linda Rivers has accused the Receiver of using property owned by Mill Valley such as tractors and forklifts without approval. Email correspondence from Linda Rivers and a letter from the Debtors' counsel is attached as **Appendix "K"**.
37. Based on a review of the Company's (Oasis') accounting records for the fiscal years 2021 and 2022 and for the period January to August 2023, a summary of payments made to Mill Valley by Oasis were as follows:
- (i) 2021 - \$0;
 - (ii) 2022 - \$259,700;
 - (iii) and the period January to August 2023 - \$231,040.
38. The Receiver notes that per the description in the general ledgers, in 2021, Oasis paid the individuals, Mark Rivers and Linda Rivers, for rent in the sums of \$45,000.
39. Payments to Mill Valley by Oasis commenced during the fiscal year 2022 and continued up to the date of the Receivership Order. A breakdown of these payments are set out in **Appendix "L"**.
40. The Receiver notes the exponential increase in rent payments made in 2021, and the following years. The Receiver continues to review the *bona fides* of these payments.
41. Further, the Receiver notes that the invoices issued by Mill Valley to Oasis do not reflect a charge for HST, nor did they include an HST number as required. A further review as conducted by the Receiver appears to indicate that, to date, Mill Valley has *not* filed HST returns with the CRA. An Invoice issued by Mill Valley Properties, dated January 1, 2024 is attached as **Appendix "M"**.

42. Given that no amounts were paid by Oasis to Mill Valley for rent prior to the fiscal year 2022, notwithstanding the lease agreement dated in May 2018, the Receiver is concerned of the possibility that Mill Valley may have been set up for the purpose of defeating creditors, including the litigation started by Chriscwe in this matter. The Receiver notes that the lawsuit between the Plaintiff and Defendant in this matter commenced on or about August 8, 2022 (with the mortgage enforcement proceeding having been commenced on October 26, 2021, and the Arbitral Award of Mr. Andrew Diamond having been made on July 18, 2022). Accordingly, the Receiver believes that the Mill Valley leases should be terminated.
43. With respect to the allegation brought forth by Linda Rivers and counsel to Mark Rivers, that is, the Receiver has, without authorization, been using equipment that is owned by Mill Valley, the Receiver intends to request proof of purchase and ownership, including the entity that purchased the equipment.
44. Given all of the above, with respect to Mill Valley, the Receiver renews its request for the following:
 - (a) Any and all leases between Mr. Rivers and any Mill Valley company be terminated; and
 - (b) Any and all leases between any Mill Valley company and Oasis Global Inc. be terminated.
45. The Receiver also requests an accounting, proof of funds, proof of ownership for any assets including equipment that is being claimed to be owned by Mill Valley.

Repatriation of Assets

46. On multiple occasions, the Receiver became aware that various assets were removed from the Property after the outset of these Receivership Proceedings. This required the Receiver to spend a considerable amount of time and resources on locating the assets and arranging for their return to the Property.
47. Based on information provided by a sales manager of an entity that was housing the Debtor's equipment that was removed from the Property and subsequently located by the

Receiver, the Receiver is concerned that equipment may have been moved pursuant to the direction of Mark Rivers. Email correspondence is attached as **Appendix “N”**.

48. Assets that were potentially misappropriated include, among others, the following:
 - (a) 2021 Skyjack SJ519TH 19' Telehandler;
 - (b) Hunting clothing, including luxury jackets and other clothing accessories;
 - (c) Tractor that was used for moving all-terrain vehicles throughout the Property;
 - (d) Riding Lawn Mower that was used to maintain fields and trails on the Property;
 - (e) Enclosed Trailer that was used for Sales and Marketing, and to move units; and
 - (f) Two containers of machines in British Columbia, including various parts and all-terrain vehicles.

49. Another matter has been brought to the attention of the Receiver. Often, customers that purchase Segway units would also purchase an extended warranty along with the unit to guarantee their purchase. Funds that were used to purchase the extended warranty were to be forwarded by the Dealers to Oasis. Oasis was supposed to use those funds to register the unit so that the extended warranty would be in effect.

50. Unfortunately, it has been alleged by many customers that Oasis did not appropriately use the funds to purchase the extended warranty on behalf of customers. This matter was revealed to the customers when they found out that their extended warranty would not be honoured. Attached as **Appendix “O”** is an email from the extended warranty company (Advantage Plus) and a statement of account reflecting the customers that purchased an extended warranty and had a balance outstanding. These customers date back to November 2022.

51. The Receiver is continuing to review this matter and will provide a further report to this Court to outline its findings and provide recommendations.

VII. RECOMMENDATIONS:

52. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the following Orders:

- a) the advice and directions of this Court with respect to the initiation and timetabling of a proceeding to be brought against Linda Rivers and Partikel and such other persons as the Receiver may deem appropriate to determine the rights of the Receiver to recover property and/or damages in respect of the alleged appropriation of a corporate opportunity that may have belonged to the Debtors;
- b) an Order requesting that Mark Rivers, Linda Rivers, the Mill Valley companies, and any other relevant persons return any and all assets of Oasis Global Inc. and 283 Ontario Inc.;
- c) an Order requiring Mill Valley and Linda Rivers to provide supporting documents as to source of funds for assets claimed belonging to Mill Valley and proof of title thereof and if no proof is provided, that an Order that Mill Valley and Linda Rivers return any and all assets that have been removed from the Property to the Receiver;
- d) an Order to permit the Receiver to enter into the residential property at 101 Rolph Road, on terms and conditions to be approved by this Court;
- e) an Order of Vacant Possession of the Property located at 101 Rolph Road, to the Receiver;
- f) as set out in the Sup Report, the Receiver renews its request for an Order to permit the Receiver to disaffirm, or terminate, as the case may be, the following:
 - i. lease agreement between Mark 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. to disclaim the Segway Distribution Agreement between Segway Technology and 283;
 - iv. 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.

All of which is respectfully submitted this 2nd day of February 2024.

CROWE SOBERMAN INC.

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

A handwritten signature in blue ink, appearing to be the initials 'JMR', is written over the text of the signature block.

Appendix “A”

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.**



Appendix “B”




\$2,999,000

**101 ROLPH RD
Alnwick/Haldimand,
Ontario K0K1K0**

MLS® Number:
X7374126

6 + 1 
Bedrooms

7 
Bathrooms

Listing Description

Presenting A 300+ Acre Hobby Farm With A 3,859 Sq/Ft, 6-Bedroom Main House, Including A 1,343 Sq/Ft In-Law Suite. Features Include A Classic Barn, An Inground Pool, And A Dedicated Workshop For Automotive And Woodworking Activities. The Expansive Land Is Suitable For Farming And Hands-On Projects. Notably, The Property Is Equipped With Solar Panels, Providing An Additional Income Stream. A Creek Runs Through The Premises, Enhancing The Natural Appeal. Explore The Potential Of This Versatile Property, Where Comfort Meets Functionality.**** EXTRAS **** Note Hydro Easement (33754983)

Property Summary

Property Type	Building Type	Storeys
Single Family	House	2
Community Name	Land Size	Annual Property Taxes
Rural Alnwick/Haldimand	331.91 x 331.91 Acre ; Irregular 331.91 Acres As Per Survey 100+ acres	\$18,273.35
Parking Type	Time on REALTOR.ca	
Garage	27 days	

Building

Bedrooms

Above Grade
6

Below Grade
1

Bathrooms

Total
7

Interior Features

Basement Type

N/A (Finished)

Building Features

Features

Wooded area,
Conservation/
green belt,
Country
residential

Heating & Cooling

Cooling

Central air
conditioning

Heating Type

Forced air
(Propane)

Utilities

Utility Type

Electricity
(Installed)

Utility Sewer

Septic System

Exterior Features

Pool Type

Inground pool

Parking

Parking Type

Garage

Total Parking Spaces

30

Rooms

Second level	Bedroom	18 ft x 14 ft
	Bedroom	16 ft ,11 in x 12 ft ,11 in
Ground level	Living room	24 ft x 17 ft ,5 in
	Dining room	18 ft x 12 ft
	Kitchen	18 ft x 6 ft ,11 in
	Primary Bedroom	16 ft ,11 in x 12 ft ,11 in
	Office	16 ft ,11 in x 10 ft ,11 in
	Sunroom	10 ft ,11 in x 9 ft ,3 in
	Foyer	19 ft ,11 in x 8 ft ,11 in

Land

Waterfront Features

Surface Water
River/Stream

Data provided by: [Toronto Regional Real Estate Board](#) 1400 Don Mills Road, Toronto, Ontario M3B 3N1




MATTHEW GABRAIEL
Salesperson


📞 905-949-8866

**KELLER WILLIAMS REAL ESTATE
ASSOCIATES**

Brokerage

1939 IRONOAK WAY #101
OAKVILLE, Ontario L6H0N1

 905-949-8866

 905-949-6262



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Appendix “C”

MORTGAGE DISCHARGE STATEMENT

PROPERTY: 101 Rolph Rd, Baltimore, ON K0K 1C0
BORROWER: Mark Rivers
POSITION: 2nd Mortgage
GUARANTOR: N/A
MORTGAGE LENDER: NCFJS Holdings Inc. assigned to 1000534630 Ontario Inc.
MATURITY DATE: Power of Sale
DISCHARGE DATE: Power of Sale



CHARGE SUMMARY

\$ - AMOUNT

PRINCIPAL OUTSTANDING (AS AT JANUARY 31ST, 2024)	\$	250,000.00
INTEREST DUE UP TO AUGUST 30TH, 2023 ASSIGNMENT	\$	331,320.00
LESS PRINCIPAL PAID UP TO AUGUST 30TH, 2023 ASSIGNMENT	\$	(54,206.00)
INTEREST AT 12% SINCE AUGUST 30TH, 2023 ASSIGNMENT	\$	26,520.08
DISCHARGE FEE OF \$500.00 WITH HST	\$	565.00
STATEMENT FEE OF \$150.00 WITH HST	\$	169.50
TOTAL	\$	554,368.58
PER DIEM INTEREST	\$	82.19

Executed By: Chris McCurley
Chris McCurley
Director | Mortgage Services
Pocrnic Realty Advisors Inc.

MORTGAGE DISCHARGE STATEMENT



PROPERTY: 101 Rolph Rd, Baltimore, ON K0K 1C0
BORROWER: Mark Rivers
POSITION: 3rd Mortgage
GUARANTOR: N/A
MORTGAGE LENDER: NW Northwood Developments Inc. assigned to 1000534630 Ontario Inc.,
MATURITY DATE: Power of Sale
DISCHARGE DATE: Power of Sale

CHARGE SUMMARY

\$ - AMOUNT

PRINCIPAL OUTSTANDING (AS AT JANUARY 31ST, 2024) - \$727,116 REGISTERED VS. \$697,120 ADVANCED	\$	697,120.00
INTEREST DUE UP TO AUGUST 30TH, 2023 ASSIGNMENT	\$	804,848.00
LESS PRINCIPAL PAID UP TO AUGUST 30TH, 2023 ASSIGNMENT	\$	(11,771.00)
INTEREST AT 12% SINCE AUGUST 30TH, 2023 ASSIGNMENT	\$	74,968.23
DISCHARGE FEE OF \$500.00 WITH HST	\$	565.00
STATEMENT FEE OF \$150.00 WITH HST	\$	169.50
TOTAL	\$	1,565,899.73
PER DIEM INTEREST	\$	229.19

Executed By:

A handwritten signature in cursive script that reads 'Chris McCurley'.

Chris McCurley
Director | Mortgage Services
Pocrnic Realty Advisors Inc.

Appendix “D”

DAVID CHONG

Barrister and Solicitor

Suite 202
1370 Don Mills Road
Don Mills, Ontario M3B 3N7
CANADA

Telephone No: (416) 510-2233
Facsimile No: (416) 510-2234
E-Mail: David@DavidChong.ca

January 31, 2024

Crowe Soberman Inc.
1100-2 St Clair Avenue East
Toronto, ON
M4T 2T5

Attention: Hans Rizarri, Partner, Corporate Recovery & Turnaround

Dear Sirs:

Re: John Mark Rivers

I have conducted a title search on the properties owned by John Mark Rivers at 101 Rolph Road, Baltimore, Ontario.

The properties are comprised of PINs:

1. 51126-0087,
2. 51126-0089,
3. 51126-0097,
4. 51126-0104, and
5. 51126-0105 (collectively the "**Property**").

The Property is subject to five Charges which are registered as follows:

1. ND54253 registered on November 10, 2010 in the amount of \$993,250 in favour of The Toronto-Dominion Bank,
2. ND125486 registered on November 2, 2015 in the amount of \$250,000 in favour of NCFJS Holdings Inc. and assigned to 1000534630 Ontario Inc.,
3. ND154591 registered on August 15, 2017 in the amount of \$727,116 in favour of NW Northwood Developments Inc. and assigned to 1000534630 Ontario Inc.,

4. ND178213 registered on February 13, 2019 in the amount of \$633,364 in favour of Chriswe Holdings Inc., and
5. ND129903 registered on March 1, 2016 in the amount of \$50,000 in favour of Himelfarb Proszanski, Barristers & Solicitors.

Yours very truly,

DocuSigned by:
David Chong
05400DF67B114CA...

David Chong

Appendix “E”

From: Dylan Chochla <dchochla@fasken.com>

Sent: Tuesday, January 16, 2024 5:46 PM

To: Aram Simovonian <aram@sclawpartners.ca>

Cc: Gary Caplan <gary@sclawpartners.ca>; Hans Rizarri <Hans.Rizarri@CroweSoberman.com>; Daniel Posner <Daniel.Posner@CroweSoberman.com>; Mitch Stephenson <mstephenson@fasken.com>

Subject: RE: [EXT] RE: 02192 / Chriscwe Holdings Inc. v Oasis Global Inc. et al

Hello All,

Segway is still very eager to terminate the distribution agreement, and does not think that it can wait any longer. Is the Receiver prepared to consent to the termination of the agreement? If not, is this something you plan to address at the Chambers appointment? Any guidance would be appreciated.

Thank you,
Dylan

Dylan Chochla

Partner

T +1 416 868 3425

dchochla@fasken.com | www.fasken.com/en/Dylan-Chochla

FASKEN

Fasken Martineau DuMoulin LLP

333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6

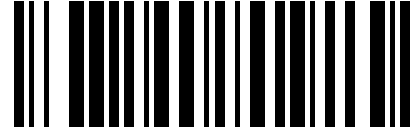
Appendix “F”

Purchase Order

Oasis Global Inc.

Roost Factory
101 Rolph Road
Baltimore, ON K0K 1C0
Phone: +18667439131

Order #	Date
P391	10/03/2023



Vendor:
Iron Baltic OÜ Põldmäe tee 1, Vatsla, Vatsla, Saue, 76915 Phone: +372 653 3711 Email: aron.paalmann@ironbaltic.com Fax:

Ship To:
Roost Factory 101 Rolph Road Baltimore, ON K0K 1C0

Contact: Iron Baltic OÜ

GST/HST: 836557439

Buyer	Payment Terms	FOB Point	Shipping Terms	Ship Via	Date Scheduled
admin	NET 30	Origin	Prepaid & Billed	Will Call	10/03/2023

Item #	Type	Number	Description	USD Unit Cost	Qty Ordered	USD Total
1	Purchase	03-4000	Center Mounting Kit Super Universal droppshipped to Pro-tech for SO 12823	\$149.00	1 ea	\$149.00
2	Shipping	Shipping	Shipping Free shipping	\$0.00	1 ea	\$0.00

Sales Tax: \$0.00
Total: \$149.00

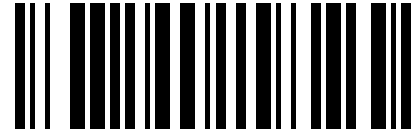
Approval: _____ Date: _____

Purchase Order

Oasis Global Inc.

Roost Factory
101 Rolph Road
Baltimore, ON K0K 1C0
Phone: +18667439131

Order #	Date
P396	15/03/2023



Vendor:
Iron Baltic OÜ Põldmäe tee 1, Vatsla, Vatsla, Saue, 76915 Phone: +372 653 3711 Email: aron.paalmann@ironbaltic.com Fax:

Ship To:
Roost Factory 101 Rolph Road Baltimore, ON K0K 1C0

Contact: Iron Baltic OÜ

GST/HST: 836557439

Buyer	Payment Terms	FOB Point	Shipping Terms	Ship Via	Date Scheduled
DianaArhin	NET 30	Origin	Prepaid & Billed	Will Call	15/03/2023

Item #	Type	Number	Description	USD Unit Cost	Qty Ordered	USD Total
1	Purchase	03-4000	Center Mounting Kit Super Universal Dropshipped for Stephane Gendron #12806	\$49.99	1 ea	\$49.99
2	Shipping	Shipping	Shipping	\$76.65	1 ea	\$76.65

Sales Tax: \$0.00

Total: \$126.65

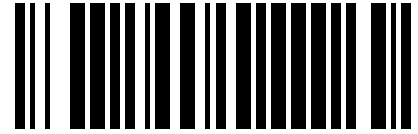
Approval: _____ Date: _____

Purchase Order

Oasis Global Inc.

Roost Factory
101 Rolph Road
Baltimore, ON K0K 1C0
Phone: +18667439131

Order #	Date
P397	16/03/2023



Vendor:
Iron Baltic OÜ Põldmäe tee 1, Vatsla, Vatsla, Saue, 76915 Phone: +372 653 3711 Email: aron.paalmann@ironbaltic.com Fax:

Ship To:
Roost Factory 101 Rolph Road Baltimore, ON K0K 1C0

Contact: Iron Baltic OÜ

GST/HST: 836557439

Buyer	Payment Terms	FOB Point	Shipping Terms	Ship Via	Date Scheduled
DianaArhin	NET 30	Origin	Prepaid & Billed	Will Call	16/03/2023

Item #	Type	Number	Description	USD Unit Cost	Qty Ordered	USD Total
1	Purchase	03-4000	Center Mounting Kit Super Universal Dropshipped toFourmark INV 12854	\$126.64	1 ea	\$126.64

Sales Tax: \$0.00

Total: \$126.64

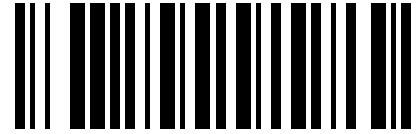
Approval: _____ Date: _____

Purchase Order

Oasis Global Inc.

Roost Factory
101 Rolph Road
Baltimore, ON K0K 1C0
Phone: +18667439131

Order #	Date
P408	12/04/2023



Vendor:
Iron Baltic OÜ Põldmäe tee 1, Vatsla, Vatsla, Saue, 76915 Phone: +372 653 3711 Email: aron.paalmann@ironbaltic.com Fax:

Ship To:
Roost Factory 101 Rolph Road Baltimore, ON K0K 1C0

Contact: Iron Baltic OÜ

GST/HST: 836557439

Buyer	Payment Terms	FOB Point	Shipping Terms	Ship Via	Date Scheduled
DianaArhin	NET 30	Origin	Prepaid & Billed	Will Call	12/04/2023

Item #	Type	Number	Description	USD Unit Cost	Qty Ordered	USD Total
1	Purchase	03.13100	Mid-Mount Adapter Segway Fugleman UT10	\$79.99	3 ea	\$239.97
2	Shipping	Shipping	Shipping	\$139.95	1 ea	\$139.95

Sales Tax: \$0.00
Total: \$379.92

Approval: _____ Date: _____

Purchase Order

Oasis Global Inc.

Roost Factory
101 Rolph Road
Baltimore, ON K0K 1C0
Phone: +18667439131

Order #	Date
P446-235764	12/09/2023



Vendor:
Iron Baltic EUR Põldmäe tee 1 Vatsla,, Saue 76915 Phone: 3725249397 Email: aron.paalmann@ironbaltic.com Fax:

Ship To:
Roost Factory 101 Rolph Road Baltimore, ON K0K 1C0

Contact: Iron Baltic EUR

GST/HST: 836557439

Buyer	Payment Terms	FOB Point	Shipping Terms	Ship Via	Date Scheduled
DianaArhin	COD	Origin	Prepaid & Billed	Will Call	12/09/2023

Item #	Type	Number	Description	EUR Unit Cost	Qty Ordered	EUR Total
1	Purchase	03.12400	Front-mount adapter: Segway Snarler	€ 71,30	2 ea	€ 142,60
2	Purchase	20.6200	Front-mount push tubes: (regular mount)	€ 152,75	2 ea	€ 305,50
3	Purchase	04.300	Straight plow blade: 1500 mm / 59 in	€ 176,25	1 ea	€ 176,25
4	Purchase	20.7600	2-in-1 Modular Plow Bucket	€ 348,98	1 ea	€ 348,98
5	Purchase	47.2000US	Classic track setter (with 2" coupler)	€ 237,25	1 ea	€ 237,25

Sales Tax: € 0,00

Total: € 1.210,58

Approval: _____ Date: _____

Appendix “G”

Zach Zelewicz

From: Aron Paalmann <aron.paalmann@ironbaltic.com>
Sent: Wednesday, January 10, 2024 5:04 AM
To: Zach Zelewicz
Subject: RE: Iron Baltic

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Hello,

There has never been a cooperation agreement between Iron Baltic Private Limited and Oasis Global Inc.

Best regards,

Aron Paalmann
Sales Manager

Iron Baltic OÜ

Põldmäe tee 1, Vatsla,
Saue, 76915 Estonia
European Union

Phone: +372 653 3711
Mobile: +372 52 49 397
aron.paalmann@ironbaltic.com



www.ironbaltic.com
www.facebook.com/ironbaltic
www.youtube.com/user/ironbalticLtd

From: Zach Zelewicz <Zach.Zelewicz@crowesoberman.com>
Sent: Tuesday, 9 January 2024 23:55
To: aron.paalmann@ironbaltic.com
Cc: Hans Rizarri <Hans.Rizarri@CroweSoberman.com>; Daniel Posner <Daniel.Posner@CroweSoberman.com>
Subject: Iron Baltic

My name is Zachary Zelewicz, I am emailing you regarding the contract with **Oasis Global Inc.**

Oasis Global is in receivership. Please see the attached receivership order for Oasis Global Inc. It has been reported to us that the Iron Baltic contract may have been transferred to a third party. This **would violate** the receivership order attached.

Please ensure all products in the contract **are returned to Oasis Global and the contract continues in good standing with Oasis**. I have called three times and have not gotten through. Please respond to the attached email and call the number below **as soon as possible**.

All the best,

Zach Zelewicz, CPA (he/him)

Specialist Corporate Recovery and Turnover

Crowe Soberman LLP
Chartered Professional Accountants

2 St Clair Avenue East, Suite 1100
Toronto, Ontario, M4T 2T5

+1 416 963 7205 Direct

Zach.Zelewicz@crowesoberman.com
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Appendix “H”



Profile Report

PARTIKEL INC. as of January 24, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	PARTIKEL INC.
Ontario Corporation Number (OCN)	1000311584
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 14, 2022
Registered or Head Office Address	101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name LINDA RIVERS
Address for Service 101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0
Resident Canadian Yes
Date Began June 30, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name LINDA RIVERS
Position President
Address for Service 101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0
Date Began June 30, 2023

Name LINDA RIVERS
Position Secretary
Address for Service 101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0
Date Began June 30, 2023

Name LINDA RIVERS
Position Treasurer
Address for Service 101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0
Date Began June 30, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

PARTIKEL INC.

Effective Date

September 14, 2022

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V. Quintanilla W.

Director/Registrar

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Additional historical information may exist in paper or microfiche format.

Active Business Names

Name	ATVNEARME.FUN
Business Identification Number (BIN)	1000689393
Registration Date	October 24, 2023
Expiry Date	October 23, 2028

Name	IRON BALTIC CANADA
Business Identification Number (BIN)	1000689396
Registration Date	October 24, 2023
Expiry Date	October 23, 2028

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V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: LINDA RIVERS	September 19, 2023
CIA - Initial Return PAF: John Mark RIVERS	October 06, 2022
BCA - Articles of Incorporation	September 14, 2022

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Profile Report

IRON BALTIC CANADA as of January 24, 2024

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	IRON BALTIC CANADA
Business Identification Number (BIN)	1000689396
Registration Status	Active
Registration Date	October 24, 2023
Expiry Date	October 23, 2028
Principal Place of Business	101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0
Activity (NAICS Code)	441210 - Recreational vehicle dealers

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Registrant Information

Name	PARTIKEL INC.
Type	Ontario Business Corporation
Status	Active
Ontario Corporation Number (OCN)	1000311584
Governing Jurisdiction	Canada - Ontario
Registered or Head Office Address	101 Rolph Road, Baltimore, Ontario, Canada, K0K 1C0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Person Authorizing Registration

Full Name

LINDA RIVERS

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Business Name Registration for a Corporation PAF: LINDA RIVERS	October 24, 2023

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Appendix “I”



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Contact Us

Partikel Inc.

Phone: +1 647-332-7602

8:30am - 5:00pm (EDT)

diana@atvnearme.fun

Address:

101 Rolph Road, Baltimore, ON, K0K 1C0

<input type="text" value="Name"/>	<input type="text" value="Email *"/>
<input type="text" value="Phone number"/>	
<input type="text" value="Comment"/>	

Send

Contact

Appendix “J”

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, rebuilding, refurbishing and replacing of Leased Premises and without limiting the generality of the foregoing shall include the cost of goods and services supplied and used or incurred directly in the operation and maintenance of the Leased Premises, the cost of insurance as set out in Section 10.06 Landlord's Insurance, all costs in respect of any heating, ventilating and air conditioning or other equipment and fuel, energy and other costs of providing heat, ventilation and air conditioning, the cost of providing hot and cold water, the cost of electricity, depreciation or amortization (in accordance with Canadian generally accepted accounting principles) of all capital costs, expenses, repairs or replacements including maintenance equipment which by

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 all lighting fixtures and all climate control, electrical, water, gas, sewage, telephone and other equipment, facilities and systems installed or located within the Leased Premises.

"Licence" has the meaning ascribed to it in Section 17.04 Grant of Licence.

"Management Company" means Mill Valley Properties Inc., a company designated by the Landlord for the purpose of managing, operating, and maintaining the Leased Premises, on behalf of the Tenant, in accordance with the terms of this Lease, 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 conduct of the Business, but does not include any Leasehold Improvements.

"Transfer" has the meaning ascribed to it in Section 9.01 Consent Required.

"Transferee" has the meaning ascribed to it in Section 9.01 Consent Required.

Section 1.02 Net Lease

This Lease shall, except as otherwise provided for herein, be a completely carefree net lease

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, employees, agents, invitees and licensees of the Tenant, anyone permitted to be in the on the Lands by the Tenant and all other over whom the Tenant may reasonably be expected to exercise control.
- (e) All rights and privileges of the Landlord in this Lease may be exercised by the Landlord and its duly authorized representatives.
- (f) If any term, provision, covenant or condition of this Lease or its application to any Person or circumstance is held to be or rendered invalid, unenforceable or illegal,

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 Lands, including the Leased Premises, the degree of completion of any work or repairs or the cost thereof, and the readiness of the Leased Premises for the Tenant to carry out the Tenant's Work shall, unless otherwise provided in this Lease, be final and binding upon the parties hereto as to the facts so certified.

Section 2.02 Term

The term of this Lease (the "Term") shall be for a period of five (5) years. The date of commencement of the Term shall be January 1, 2014 (the "Commencement Date") and the lease

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

This Lease is entered into subject to the express condition that the provisions of the *Planning Act* (Ontario) as amended and in force from time to time, with respect to subdivision control, shall be complied with. If the Term (including renewals provided in this Lease) extends for a period of 21 years or more and a consent is required under the *Planning Act* to comply with the subdivision control provisions and if this consent has not been obtained within ninety (90) days from the date of commencement of the Term of this Lease, the parties agree to treat this demise as a lease for not more than 21 years less one (1) day on the same terms and conditions, save and except as to the Term (including renewals) of the demise. The Tenant shall have the right at any time during the 21 year period to apply at its own expense for a consent to extend the Term (including renewals) to the

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

Upon execution of this Lease, the Tenant shall deliver to the Landlord a deposit of \$20,000.00 (the "Deposit"), to be held in trust as security for the faithful performance by the Tenant of all the terms, covenants and conditions of the Lease and to be applied to Rent and Sales Taxes for the last month of the Term for which Rent is payable, and the balance, if any, to the first and second and subsequent months of the Term for which Rent is payable.

If the Tenant is in default under this Lease and the Landlord has given written notice to the Tenant to remedy such default within five (5) days and in the event that the Tenant fails to remedy

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.

Section 4.03 Business Taxes

- (a) In addition to the Taxes payable by the Tenant pursuant to Section 4.01 Realty Taxes, the Tenant shall pay as Additional Rent to the lawful taxing authorities and shall discharge when the same become payable all taxes, rates, duties, assessments and licence fees whatsoever, whether general or special, whether federal, provincial, municipal or otherwise, that are levied, rated, charged or assessed against or in respect of the use and occupancy of the Leased Premises or any business carried on at or from the Leased Premises, or the improvements, equipment and facilities on or in

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.

ARTICLE VI MAINTENANCE, REPAIR AND ALTERATIONS OF THE LEASED PREMISES

Section 6.01 Tenant's Repair

The Tenant, at its sole cost and expense, shall repair, replace and maintain the Leased Premises together with all systems of any nature supplying services to the Leased Premises which are located in the Leased Premises, excepting only reasonable wear and tear, repairs necessitated by inherent or structural defects or weaknesses, improper materials or workmanship or faulty

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 the Leased Premises and every part thereof at any reasonable time to inspect the condition thereof. Where an inspection reveals that the whole or any part of the Leased Premises is not being operated, kept or maintained as herein provided or that repairs or replacements are necessary, the Landlord shall give written notice to the Tenant and upon receipt of such notice the Tenant shall forthwith proceed to carry out all necessary work, repairs or replacements in a good and workmanlike manner and to the satisfaction of the Landlord so as to complete the same within the time or times stipulated in such notice. The failure by the Landlord to give such notice shall not relieve the Tenant from any of its obligations to operate, maintain, repair or replace in accordance with the provisions hereof. If the Tenant refuses or neglects to carry out promptly and to the reasonable satisfaction of the

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
- (f) prior to the commencement of construction of any Leasehold Improvements, the Tenant shall effect and produce to the Landlord evidence of public liability, property damage and fire insurance policies relative to such construction written in the joint names of the Landlord and Tenant as insureds in amounts and form and with insurers acceptable to the Landlord acting reasonably.

Section 6.07 Leasehold Improvements

Any Leasehold Improvements shall immediately upon placement become the property of the

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 Trade Fixtures; and
 - (ii) the Tenant shall at the expiration or earlier termination of the Term remove, at its own cost, all of its Trade Fixtures;

provided that the Tenant shall not at the time of any such removal be in default under any covenant or agreement contained in this Lease and, if in default, the Landlord shall have a lien on such Trade Fixtures shall not be removed by the Tenant until such default is cured, unless otherwise directed by the Landlord. The Tenant shall

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;
 - (ii) install any equipment which will exceed or overload the capacity of any utility or the electrical or mechanical systems or facilities in or serving the Leased Premises; or
 - (iii) bring upon the Leased Premises any machinery, equipment, article or thing that by reason of its weight, size or use might, in the reasonable opinion of the Landlord, damage 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 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.

Section 9.02 Procedure for Transfer

If the Tenant wishes to effect a Transfer, the Tenant shall by notice to the Landlord request the Landlord to consent to such Transfer, which notice shall set forth full particulars of the proposed Transfer and shall be accompanied by a copy of the agreement or other document setting out the

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 which the said subtenant remains in possession of the premises sublet to it.

Section 9.05 Management Agreement

The terms of any agreement entered into between the Tenant and the Management Company in relation to the Leased Premises, and any subsequent renewal or modification to the same, must be approved, in advance, by the Landlord.

Notwithstanding Tenant's hiring of the Management Company, 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 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 Mortgagee; a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord or those for whom the Landlord is in law responsible; a severability of interests clause and a cross liability clause; a waiver in favour of the Landlord and any Mortgagee of any breach of warranty clause to the effect that such insurance policy shall not be invalidated as respects their interest by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy or any application therefor; and a clause stating that such insurance policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to the Landlord. Each of 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

Notwithstanding any other terms, covenants and conditions contained in this Lease, the Tenant shall indemnify the Landlord and save it harmless from and against any and all loss (including loss of Rent), claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Lease, or any occurrence in, upon or at the Leased Premises, or the occupancy or use by the Tenant of the Leased Premises or the Lands, as the case may be, or occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Leased Premises or the Lands by the Tenant. If the Landlord shall, without fault on its part, be made a party to any litigation

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, the Landlord, instead of repairing the Leased Premises, may at its option terminate this Lease by giving to the Tenant within thirty (30) days after the date of such damage or destruction a notice of termination, and the Tenant shall thereupon immediately surrender the Leased Premises and the Lease to the Landlord and Rent shall be apportioned and paid to 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.

ARTICLE XII DEFAULT OF TENANT

Section 12.01 Right to Re-Enter

In the event that:

- (a) the Tenant fails to pay Rent or other sums due hereunder or any part thereof within five (5) days of the day appointed for the payment thereof whether lawfully demanded or not;

- (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.

Section 12.02 Right to Relet

If the Landlord shall be entitled to re-enter, the Landlord may from time to time without terminating this Lease enter the Leased Premises as the agent of the Tenant either by force or otherwise, without being liable for any prosecution therefor, and make such alterations and repairs as are necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may extend beyond the then current Term) and at such rent and upon such other terms, covenants and conditions as the Landlord in its sole discretion considers advisable. Upon each such reletting all rent received by the Landlord from such reletting shall be applied firstly, to the payment of any indebtedness other than Rent due; secondly, to the payment of any costs and expenses of such

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

No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly Basic Rent or any Additional Rent shall be deemed to be other than on account of the earliest stipulated Basic Rent or Additional Rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque for or payment of Basic Rent or Additional Rent be deemed an accord and satisfaction, and the Landlord may accept such cheque or payment without prejudice to the Landlord's right to recover the balance of such Basic Rent or Additional Rent or pursue any other remedy provided in this Lease.

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 ACCESS

Section 14.01 Right of Entry

The Landlord and its agents shall have the right at all reasonable times during the Term to enter upon the Leased Premises to show them to prospective purchasers and Mortgagees and, in addition, the Landlord and its agent shall have the right at all reasonable times during the six (6) months prior to the expiration of the Term to enter upon the Leased Premises to show them to prospective tenants.

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, lightening, disaster, earthquake, storm, action of military, naval or civil authority, the Queen's or public enemy, war, revolution, political disturbance, terrorism, civil disturbance, expropriation, acts or restraints of a governmental body or authority, failure to obtain a requisite permit or authorization, unusual delay by common carriers, sabotage, rebellion, vandalism, riot, blockade, insurrection, strike, lockout, explosion, power failure, non-availability of labour, materials service, equipment, goods or utility, epidemic or quarantine, then the performance of the provision of this Lease so delayed, hindered or prevented shall be excused for the period during which such performance shall be extended accordingly, provided that nothing herein contained shall operate in any way to excuse the Tenant from the prompt payment of Rent or any other payments required by this Lease.

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 on which it was so mailed. Either party may at any time give notice to the other of any change of address of the party giving such notice and after the date of such notice, the address therein specified shall be the address of such party for the giving of notices hereunder. Should there be any unforeseeable and uncontrollable interruption in registered mail delivery, any notice shall be hand delivered or sent by email or facsimile transmission. If notice is delivered electronically, the sender shall request from the recipient and the recipient shall provide an acknowledgement of receipt.

**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 be refused even arbitrarily or unreasonably delayed. The Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities and losses (including, without limitation, a decrease in value of the Leased Premises, damages caused by loss or restriction of rentable or useable space or any damages caused by adverse impact on marketing of such space, and any and all sums paid for settlement of claims, attorneys' fees, consultant's and expert's fees) arising during or after the term of this Lease. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any clean-up, removal or restoration mandated by any governmental, quasi-governmental or municipal authority. Without limitation of the foregoing, if the Tenant causes or permits the presence of any hazardous substance on

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

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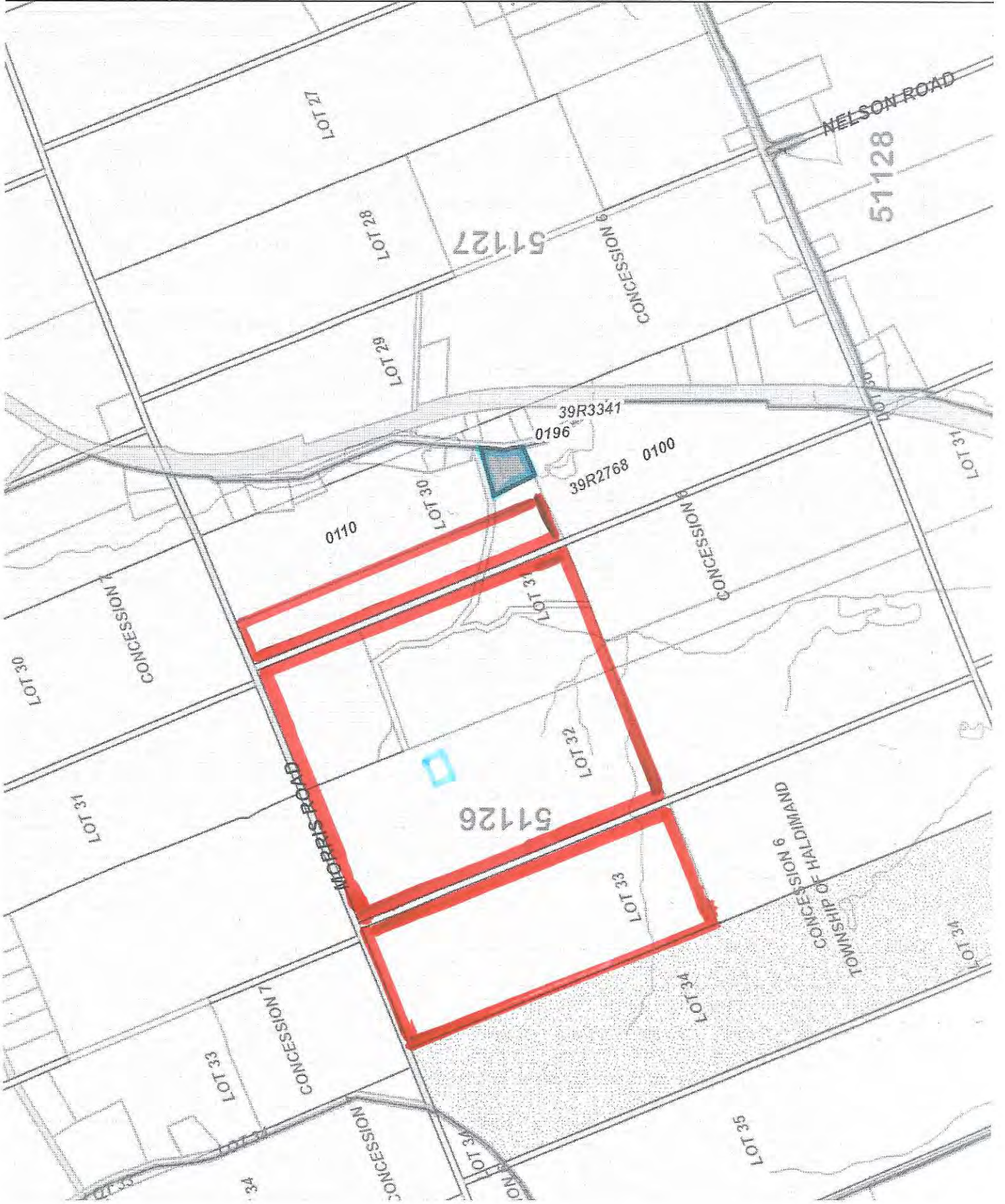
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LANDLORD'S WORK

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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.

COMMERCIAL LEASE AGREEMENT

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

BETWEEN:

Mill Valley Estates of 101 Rolph Road, Baltimore, ON, K0K1C0

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, K0K1C0, 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, municipa 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,

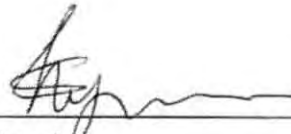
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 29th day of April, 2018 .



(Witness)

Mill Valley Estates (Landlord)

Per:  (SEAL)



(Witness)

Oasis Global Inc. (Tenant)

Per:  (SEAL)

Appendix “K”

From: L. A. R. <riverslinda92@gmail.com>
Sent: January 8, 2024 5:58 PM
To: Hans Rizarri; Daniel Posner
Cc: jfeiner@cormanfeiner.com; Mark Rivers
Subject: Facilities Rent
Attachments: Mill Valley - Invoice (1).pdf

Some people who received this message don't often get email from riverslinda92@gmail.com. [Learn why this is important](#)

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.

Hello Hans, Daniel,

Please see attached the rent for Jan, 2024. As stated in my previous emails, I have yet to hear from the Receiver to my emails regarding payment of Rent. Rent remains unpaid since September 1, 2023. I would appreciate a response from the Receiver as to its intention of how to settle its account.

As well, it has come to our attention that the Receiver has been using property owned by Mill Valley Properties such as tractors, forklift etc, without approval from Mill Valley or payment for said usage. I will be reconciling and sending the Receiver invoices for these usages.

The Receiver is hereby put on notice to cease usage of Mill Valley's assets.

As always, a reply from the Receiver acknowledging this email would be greatly appreciated.

Thank you,
Linda

Our File No. 70147

January 22, 2024

VIA ELECTRONIC MAIL

Scalzi Professional Corporation

20 Caldari Road, Unit 2
Vaughan, Ontario L4K 4N8

Attention: Gary Caplan and Aram Simovonian

Dear Sirs,

Re: Chriswe Holdings Inc. v. Oasis Global Inc., et al. – CV-22-00685133-00CL

Enclosed herewith is a copy of the list of assets and equipment of Mill Valley Properties Inc. (“MV”) located on 101 Rolph Road, Baltimore, Ontario (the “Property”). These assets and equipment belong to MV and are not subject to the receivership. Please forthwith confirm that these assets are not contemplated by the receiver’s proposed sale, currently under reserve, and that your client will forthwith release these assets to MV, from its possession.

We also understand that several of the MV assets are exposed to the elements and have blocked entry to the Property. Arrangements must be made to deal with this immediately. Not only is this damaging to the equipment, but it presents a hazard in the event of an emergency on the Property (for examples, fire, EMS, etc.).

Finally, it has come to our attention that the Property has been listed on MLS for a price of \$2,999,000 for over 18 days (<https://www.realtor.ca/real-estate/26380857/101-rolph-rd-alnwickhaldimand-rural-alnwickhaldimand>). Assuming this listing was directed by the receiver, what diligence has the receiver done leading to this listing, namely: (i) has it obtained any appraisal(s) of the Property, and if so, may we please have copies of same?, (ii) how did the receiver arrive at the list price?, and (iii) was there any competitive process in selecting the listing agent, and if so, please provide details of same?

We look forward to your prompt response and are happy to set up a call to discuss this further.

Yours very truly,

SPETTER ZEITZ KLAIMAN PC



Per: Ian Klaiman

IJK/tk

Encls.

cc. Jason Spetter, Spetter Zeitz Klaiman PC
Clients

Table 1

HOSPITALITY	Year	Value					
Events Trailer	2022		\$ 15,000.00	Mill Valley Owns 60 percent in partnerhsip	FH		
Mobile Hospitality Vehicle (truck)	2022		\$ 45,000.00	Mill Valley Owns 60 percent in partnerhsip	FH		
Mobile Washroom	2014	(40ft) + deck + blackwater	\$ 10,000.00		FH		
Argentine Grill	2014	\$ 4,000.00			FH		
DCS BBQ Centre	2023	\$ 6,500.00			FH		
Wood Oven (Pizza)	2022	\$ 3,500.00			FH		
Commercial Cooking Equipment (brand new in boxes) Manitowoc -Garland etc	2014	\$ 85,000.00			FH	itemized list of actual equipment available	
Outdoor Pig Roast	2016	\$ 500.00			FH		
Catering Equipment	2014	\$ 5,000.00			FH		
70x30 Event Tent + Equipment	2014	\$ 12,000.00			FH		
Tanden Trailer Steel	2014	\$ 1,500.00			FH		
30x50 Canopy	2014	\$ 5,000.00			FH		
MISC EVENT EQUIPMENT							
Outdoor Heaters	2014	\$ 1,500.00			FH		
Portable Generators (x4)	2014	\$ 2,500.00			FH		
Shop + Repair Equipment							
Lift, Welders, Compressor	2021	\$ 25,000.00			FH		
Tools + Tool Boxes (BOXO)	2018	see below			FH		
Wood Working Equipment (Busybee and Dewalt and several other brands	2014	\$ 10,000.00			FH		
WOOD LOT MANAGEMENT							
Woodmizer Bandsaw	2014	\$ 20,000.00			FH		
Stihl Chainsaw x4	2016 (x2), 2017, 2015	\$ 2,000.00			FH		
Bandsaw blade Sharpener	2014	\$ 2,500.00			FH		
Blades	2014	\$ 1,500.00			FH		
Woodchipper	2014	\$ 5,000.00			FH		
GAME FARM + HUNT CLUB							
Skeet + Clay Bird launcher/Throwers - Bird Cages	2014	\$ 3,500.00			FH		
Game Feeders x3	2014	\$ 1,000.00			FH		
Rental/Loaner Gear and Equipment Misc	2014	\$ 1,500.00			FH		
Duck Hunting Boat and Engine + Decoys and Misc Equipment	2014	\$ 6,000.00			FH		
Bird Processing Equipment : Scalding, Plucker, Cold bath, Vacuum pac machine,	2014	\$ 10,000.00			FH		
Shooting Targets	2014	\$ 500.00			FH		
Tools + Tool Boxes	2018	\$ 25,000.00			FH		
Ammnition	Ongoing	\$ 15,000.00			FH		
Harkila Clothing	2014	\$ 10,000.00			FH		
PTO 65KWH Mobile Generator	2014	\$ 8,000.00			FH		
GAME PRESERVE + FARM EQUIPMENT							
Fendt Tractor	2021	\$ 260,000.00			\$ 240,000.00		

Massey Ferguson 1706 Tractor and fork lift - being used and rented by Oasis	2019	\$	35,000.00			\$	11,000.00					
Big Jim Packer	2015	\$	6,000.00			FH						
Vintage Threshing Machine (for deer food processing)	2015	\$	3,000.00									
Grain box x3	2016	\$	15,000.00			FH						
Dump Trailer - 6 Ton	2014	\$	10,000.00			FH						
Bush Hog	2015	\$	8,000.00			FH						
Food Mixer	2014	\$	1,500.00			FH						
Misc Farm Equipment	2014					FH						
FACILITIES + PROPERTY MAINTENANCE & MANAGEMENT												
Lane Way Grader	2020	\$	8,000.00			FH						
Loading Ramp x1	2019	\$	15,000.00			FH						
Toro Mower	2020	\$	32,000.00			FH						
40ft High Cube Containers x6	2023	\$	32,000.00			FH						
Significant Leasehold Improvements exclusively for Oasis to carry on business	2021 - 2023	\$	500,000.00			\$	44,000.00	still owing to suppliers				
Total Asset Value		\$	1,199,000.00	\$	70,000.00	\$	1,269,000.00	\$	295,000.00	\$	974,000.00	Net assets (Approximately) doesn't take into consideration any depreciation already calculated











Appendix “L”

Oasis Global Inc.
 Payments to Mill Valley
 General Ledgers for the years 2021 to 2023

2021		2022		2023	
Date	\$	Date	\$	Date	\$
Note 1		08/04/2022	4,500	09/01/2023	6,000
		08/04/2022	3,000	20/01/2023	15,000
		11/04/2022	5,000	31/01/2023	9,000
		26/04/2022	7,000	03/02/2023	7,500
		09/05/2022	10,000	06/02/2023	15,000
		05/07/2022	5,000	27/02/2023	12,000
		06/07/2022	5,000	02/03/2023	(5,000)
		25/07/2022	4,000	14/03/2023	15,000
		04/08/2022	5,000	29/03/2023	15,000
		24/08/2022	5,000	31/03/2023	12,000
		07/09/2022	12,000	24/04/2023	30,000
		19/09/2022	39,100	02/06/2023	15,000
		28/09/2022	12,000	06/06/2023	24,540
		04/10/2022	15,000	30/06/2023	15,000
		11/10/2022	15,000	30/06/2023	15,000
		11/10/2022	16,100	July 2023	15,000
		11/10/2022	6,000	August 2023	15,000
		18/10/2022	25,000	Note 2	
		18/10/2022	15,000		
		21/10/2022	6,000		
		15/11/2022	5,000		
		15/11/2022	10,000		
		02/12/2022	15,000		
		23/12/2022	15,000		
			<u>259,700</u>		<u>231,040</u>

Notes:

- 1 For the fiscal year 2021, amounts for rent were paid directly to Mark and Linda Rivers and there was no mention of Mill Valley. Total payments for rent were in the amount of \$45,000.
- 2 Amounts for July and August 2023 were provided by the Company's controller.

Appendix “M”

Appendix “N”

From: Nick Manna <nick@torcanlift.com>
Sent: Friday, November 10, 2023 12:42 PM
To: Daniel Posner <Daniel.Posner@CroweSoberman.com>
Cc: Hans Rizarri <Hans.Rizarri@CroweSoberman.com>; Zach Zelewicz <Zach.Zelewicz@crowesoberman.com>; Claudio Basso <claudio@torcanlift.com>
Subject: RE: Oasis Global/Mark rivers - 2021-Skyjack

Good afternoon Daniel, Thanks for your call and the information you provided.

To the best of my knowledge Mark contacted us on Oct 19th 2023 to see what his unit was worth.
On Oct 27th 2023 he brought it in for inspection.

Upon the inspection we found many parts needed to be replaced such as door handle, engine compartment latch and mirrors to name a few. The main issues is that there is a drift in the boom function that lowers without providing a function. We can't provide a dollar figure just yet, however It would top 15k plus to get it in good working condition.

We use outside trucking for long hauls and it would be best to call Scott woods directly to have it shipped to Baltimore, Ontario. Dave Scott at 416-729-1679

Should you need anything else from us, please let us know,
Thanks,

Nick Manna
Sales

115 Rivalda Road,
North York, ON., M9M 2M6
Office: 1-833-743-2500 ex.999
Mobile: 416-896-6070
Email: nick@torcanlift.com



From: Daniel Posner <Daniel.Posner@CroweSoberman.com>
Sent: November 10, 2023 11:38 AM
To: Nick Manna <nick@torcanlift.com>
Cc: Hans Rizarri <Hans.Rizarri@CroweSoberman.com>; Zach Zelewicz <Zach.Zelewicz@crowesoberman.com>
Subject: Oasis Global/Mark rivers - 2021-Skyjack

Hi Nick,

It was nice meeting you.

As discussed, the Receivership order is attached.

Please provide the following:

- Dates that Mark Rivers contacted you and delivered the equipment to Torcan
- Details regarding the condition of the equipment and your recommendations (as discussed)
- Options and costs to arrange for the return of the equipment o 101 Rolph Road, Baltimore Ontario

Thanks,

Daniel Posner, CPA, CBV, CIRP, LIT
Manager, Corporate Recovery and Turnaround

Crowe Soberman Inc.
Licensed Insolvency Trustee

2 St Clair Avenue East, Suite 1100
Toronto, Ontario, M4T 2T5

+1 416 644 8447 Direct

+1 416 785 0121 Cell

daniel.posner@crowesoberman.com
crowe.com/ca/crowesoberman

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Appendix “O”

From: Candace St. Louis <candace@magellancs.ca>

Sent: Thursday, January 11, 2024 5:09 PM

To: Kathy Eissler <kathy@magellancs.ca>; Chris Kauffman <ck@magellancs.ca>

Subject: Advantage plus - extended warranty

Hello Chris and Kathy please see below.

From: Patrice Rivest <privest@garantieavantageplus.ca>

Sent: Thursday, January 11, 2024 1:45:56 PM

To: Candace St.Louis <CStlouis@hoosier-offroad.com>

Subject: As discussed

Dear Candace,

I hope this email finds you well. I am writing to inform you that the latest updated account statement is attached to this email. Please find it in the attached file.

As previously discussed, I would like to emphasize that customers who have purchased warranty plans and have an outstanding balance are at risk of receiving a cancellation notice. Unfortunately, due to legal obligations, we are unable to make any exceptions in this matter.

To avoid any inconvenience or potential disruption of service, I kindly request that the outstanding balance on the account be settled promptly. By doing so, we can prevent any unfortunate circumstances for both the customer and our company.

If you have any questions or need further clarification regarding this matter, please do not hesitate to reach out to me. I appreciate your understanding and prompt attention to this issue.

Thank you for your cooperation.

Best regards,

Patrice Rivest

Chargé de Projets/Project Manager

Tel : 450 760-8910

privest@garantieavantageplus.ca

www.garantieavantageplus.ca

NOUVEAU1 Avantage Plus

Produits Avantage Plus Inc.
2700 Boul. des Entreprises, Suite 102
Terrebonne, Québec J6X 4J8
Canada

ÉTAT DE COMPTE

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2023-12-31

VEUILLEZ RETOURNER CETTE PARTIE
AVEC VOTRE PAIEMENT

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Segway Powersports Canada

Segway Powersports Canada

SI PAIEMENT PAR FACTURE - COCHEZ
LES FACTURES INDIVIDUELLES PAYÉES

MONTANT PAYÉ _____

Page: 2

Date trans.	N° transaction	Description	Montant	Solde	N° facture	Montant à payer	✓
2022-12-19	44203	Facture		508.50	44203	508.50	
2022-12-21	44424	Facture		508.50	44424	508.50	
2022-12-21	44391	Facture		847.50	44391	847.50	
2022-12-22	44616	Facture		508.50	44616	508.50	
2022-12-22	44613	Facture		508.50	44613	508.50	
2022-12-22	44591	Facture		734.50	44591	734.50	
2022-12-22	44555	Facture		508.50	44555	508.50	
2022-12-23	44653	Facture		508.50	44653	508.50	
2022-12-23	44652	Facture		508.50	44652	508.50	
2022-12-28	44850	Facture		508.50	44850	508.50	
2022-12-28	44843	Facture		508.50	44843	508.50	
2022-12-28	44841	Facture		508.50	44841	508.50	
2022-12-28	44839	Facture		508.50	44839	508.50	
2022-12-29	44918	Facture		508.50	44918	508.50	
2023-01-10	45727	Facture		508.50	45727	508.50	
2023-01-11	45815	Facture		508.50	45815	508.50	
2023-01-11	45814	Facture		508.50	45814	508.50	
2023-01-11	45811	Facture		508.50	45811	508.50	
2023-01-11	45810	Facture		508.50	45810	508.50	
2023-01-11	45806	Facture		508.50	45806	508.50	
2023-01-11	45804	Facture		508.50	45804	508.50	
2023-01-11	45801	Facture		508.50	45801	508.50	
2023-01-11	45800	Facture		508.50	45800	508.50	
2023-01-11	45796	Facture		508.50	45796	508.50	
2023-01-16	46186	Facture		508.50	46186	508.50	
2023-01-17	46243	Facture		508.50	46243	508.50	
2023-01-18	46413	Facture		508.50	46413	508.50	
2023-01-18	46381	Facture		508.50	46381	508.50	
2023-01-19	46551	Facture		508.50	46551	508.50	
2023-01-19	46484	Facture		508.50	46484	508.50	
2023-01-19	46482	Facture		508.50	46482	508.50	
2023-01-19	46479	Facture		508.50	46479	508.50	
2023-01-19	46471	Facture		508.50	46471	508.50	
2023-01-19	46470	Facture		508.50	46470	508.50	
2023-01-19	46467	Facture		508.50	46467	508.50	
2023-01-19	46464	Facture		508.50	46464	508.50	
2023-01-23	46746	Facture		508.50	46746	508.50	
2023-01-23	46745	Facture		508.50	46745	508.50	
2023-01-23	46742	Facture		508.50	46742	508.50	
2023-01-23	46739	Facture		508.50	46739	508.50	
2023-01-23	46735	Facture		508.50	46735	508.50	
2023-01-23	46734	Facture		508.50	46734	508.50	
2023-01-23	46731	Facture		508.50	46731	508.50	
2023-01-23	46729	Facture		508.50	46729	508.50	
2023-01-24	46811	Facture		508.50	46811	508.50	
2023-01-30	47249	Facture		508.50	47249	508.50	
2023-01-30	47247	Facture		508.50	47247	508.50	
			Suite...		Suite...		

NOUVEAU1 Avantage Plus

Produits Avantage Plus Inc.
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Canada

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Segway Powersports Canada

Segway Powersports Canada

SI PAIEMENT PAR FACTURE - COCHEZ
LES FACTURES INDIVIDUELLES PAYÉES

MONTANT PAYÉ _____

Page: 3

Date trans.	N° transaction	Description	Montant	Solde	N° facture	Montant à payer	✓
2023-01-30	47246	Facture		508.50	47246	508.50	
2023-01-30	47243	Facture		508.50	47243	508.50	
2023-01-30	47241	Facture		508.50	47241	508.50	
2023-01-31	47426	Facture		508.50	47426	508.50	
2023-01-31	47346	Facture		734.50	47346	734.50	
2023-02-01	34147	Facture		847.50	34147	847.50	
2023-02-01	34145	Facture		904.00	34145	904.00	
2023-02-01	47520	Facture		508.50	47520	508.50	
2023-02-08	48072	Facture		508.50	48072	508.50	
2023-02-09	48227	Facture		508.50	48227	508.50	
2023-02-16	48836	Facture		508.50	48836	508.50	
2023-02-17	48888	Facture		508.50	48888	508.50	
2023-02-23	49407	Facture		508.50	49407	508.50	
2023-02-27	49671	Facture		508.50	49671	508.50	
2023-02-27	49647	Facture		508.50	49647	508.50	
2023-02-27	49631	Facture		508.50	49631	508.50	
2023-02-28	49772	Facture		508.50	49772	508.50	
2023-02-28	49763	Facture		508.50	49763	508.50	
2023-03-02	50115	Facture		508.50	50115	508.50	
2023-03-02	50074	Facture		508.50	50074	508.50	
2023-03-03	50177	Facture		508.50	50177	508.50	
2023-03-03	50171	Facture		508.50	50171	508.50	
2023-03-03	50145	Facture		508.50	50145	508.50	
2023-03-06	50329	Facture		508.50	50329	508.50	
2023-03-06	50302	Facture		508.50	50302	508.50	
2023-03-08	50542	Facture		508.40	50542	508.40	
2023-03-10	50836	Facture		508.50	50836	508.50	
2023-03-10	50834	Facture		508.50	50834	508.50	
2023-03-10	50735	Facture		508.50	50735	508.50	
2023-03-13	50979	Facture		508.50	50979	508.50	
2023-03-13	50970	Facture		508.50	50970	508.50	
2023-03-14	51060	Facture		508.50	51060	508.50	
2023-03-14	51054	Facture		508.50	51054	508.50	
2023-03-14	51048	Facture		508.50	51048	508.50	
2023-03-14	51010	Facture		678.00	51010	678.00	
2023-03-15	51180	Facture		508.50	51180	508.50	
2023-03-15	51177	Facture		508.50	51177	508.50	
2023-03-15	51133	Facture		508.50	51133	508.50	
2023-03-20	51582	Facture		508.50	51582	508.50	
2023-03-20	51577	Facture		508.50	51577	508.50	
2023-03-22	51799	Facture		508.50	51799	508.50	
2023-03-23	51945	Facture		508.50	51945	508.50	
2023-03-23	51940	Facture		508.50	51940	508.50	
2023-03-24	52188	Facture		621.50	52188	621.50	
2023-03-27	52276	Facture		508.50	52276	508.50	
2023-03-27	52252	Facture		508.50	52252	508.50	
2023-03-27	52243	Facture		508.50	52243	508.50	
			Suite...		Suite...		

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Segway Powersports Canada

SI PAIEMENT PAR FACTURE - COCHEZ
LES FACTURES INDIVIDUELLES PAYÉES

MONTANT PAYÉ _____

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Date trans.	N° transaction	Description	Montant	Solde	N° facture	Montant à payer	✓
2023-03-27	52240	Facture		734.50	52240	734.50	
2023-03-27	52234	Facture		508.50	52234	508.50	
2023-03-27	52221	Facture		508.50	52221	508.50	
2023-03-28	52355	Facture		508.50	52355	508.50	
2023-03-28	52325	Facture		508.50	52325	508.50	
2023-04-03	53073	Facture		508.50	53073	508.50	
2023-04-03	53036	Facture		508.50	53036	508.50	
2023-04-05	53251	Facture		508.50	53251	508.50	
2023-04-11	53760	Facture		508.50	53760	508.50	
2023-04-12	53910	Facture		508.50	53910	508.50	
2023-04-12	53795	Facture		508.50	53795	508.50	
2023-04-14	54150	Facture		508.50	54150	508.50	
2023-04-17	54278	Facture		508.50	54278	508.50	
2023-04-18	54444	Facture		508.50	54444	508.50	
2023-04-19	54669	Facture		508.50	54669	508.50	
2023-04-19	54553	Facture		508.50	54553	508.50	
2023-04-19	54551	Facture		508.50	54551	508.50	
2023-04-19	54547	Facture		508.50	54547	508.50	
2023-04-19	54542	Facture		508.50	54542	508.50	
2023-04-20	54854	Facture		508.50	54854	508.50	
2023-04-20	54794	Facture		508.50	54794	508.50	
2023-04-20	54787	Facture		508.50	54787	508.50	
2023-04-20	54760	Facture		508.50	54760	508.50	
2023-04-20	54757	Facture		508.50	54757	508.50	
2023-04-20	54753	Facture		508.50	54753	508.50	
2023-04-20	54747	Facture		508.50	54747	508.50	
2023-04-20	54743	Facture		508.50	54743	508.50	
2023-04-26	55466	Facture		847.50	55466	847.50	
2023-04-26	55462	Facture		847.50	55462	847.50	
2023-05-01	56008	Facture		508.50	56008	508.50	
2023-05-02	56160	Facture		508.50	56160	508.50	
2023-05-09	56932	Facture		508.50	56932	508.50	
2023-05-09	56850	Facture		508.50	56850	508.50	
2023-05-10	57009	Facture		508.50	57009	508.50	
2023-05-12	57372	Facture		508.50	57372	508.50	
2023-05-12	57368	Facture		508.50	57368	508.50	
2023-05-15	57567	Facture		508.50	57567	508.50	
2023-05-15	57565	Facture		508.50	57565	508.50	
2023-05-16	57672	Facture		508.50	57672	508.50	
2023-05-17	57795	Facture		508.50	57795	508.50	
2023-05-18	57978	Facture		508.50	57978	508.50	
2023-05-18	57897	Facture		508.50	57897	508.50	
2023-05-23	58256	Facture		508.50	58256	508.50	
2023-05-31	59210	Facture		565.00	59210	565.00	
2023-06-05	59746	Facture		847.50	59746	847.50	
2023-06-07	60128	Facture		508.50	60128	508.50	
2023-06-07	60127	Facture		508.50	60127	508.50	
			Suite...		Suite...		

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Segway Powersports Canada

Segway Powersports Canada

SI PAIEMENT PAR FACTURE - COCHEZ
LES FACTURES INDIVIDUELLES PAYÉES

MONTANT PAYÉ _____

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Date trans.	N° transaction	Description	Montant	Solde	N° facture	Montant à payer	✓
2023-06-07	60126	Facture		508.50	60126	508.50	
2023-06-07	60125	Facture		508.50	60125	508.50	
2023-06-07	60122	Facture		508.50	60122	508.50	
2023-06-07	60105	Facture		508.50	60105	508.50	
2023-06-07	60093	Facture		508.50	60093	508.50	
2023-07-18	64455	Facture		1 243.00	64455	1 243.00	
2023-07-20	64717	Facture		847.50	64717	847.50	
2023-07-24	65166	Facture		621.50	65166	621.50	
2023-08-08	66703	Facture		508.50	66703	508.50	
2023-08-08	66741	Facture		847.50	66741	847.50	
2023-08-10	66976	Facture		904.00	66976	904.00	
2023-08-10	67007	Facture		508.50	67007	508.50	
2023-08-22	68239	Facture		565.00	68239	565.00	
2023-09-01	60934	Facture		508.50	60934	508.50	
Chronologique							
	Courant	31-60	Plus de 60	Total			
Montant	0.00	0.00	109 667.40	109 667.40	Solde à payer	Total	
						109 667.40	

Appendix “P”

Crowe Soberman Inc., LIT**Claims Register**

In the Matter of the Receivership of
OASIS GLOBAL INC.
of the Village of Baltimore, in the County of Northumberland
in the Province of Ontario

Insolvency Date: 31-Aug-2023

Estate Number: 31-1234567

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
Preferred creditors						
1. Brittany Bertrand	Yes	Under review			1.00	
2. Candace St Louis	No	Under review			1.00	
3. Colleen Brettel	No	Under review			1.00	
4. CRA - Tax - Ontario 836557439RC0001	No	Under review	H	359,587.00		
5. Diana Arhin	No	Under review			1.00	
6. Harvey Lang	No	Under review			1.00	
7. Manatoulin Global Forwarding Attn: Pauline Evans OASGLOMIS	No	Under review			1.00	
8. Richmond Arhin	No	Under review			1.00	
9. Sarah Potvin	No	Under review			1.00	
10. Shaun White	No	Under review			1.00	
11. Steve Holweg	No	Under review			1.00	
12. Thomas Varga	No	Under review			1.00	
13. Uutkarsh Kumar	No	Under review			1.00	
Total : Preferred creditors					359,599.00	

Secured creditors

1. Advant Leasing Limited 2021 Skyjack; SJ519TH 19' TLHNR	No	Under review			1.00	
2. Avrutov, Bershak, Goltsman, Kotliarenko, Narskaia Second Mortgagees	No	Under review			2,000,000.00	
3. Chriswe Holdings Inc. Attn: Catherine Francis General Security Agreement	No	Under review			2,250,000.00	
4. Chriswe Holdings Inc.	No	Under review				
5. CNH Capital Canada Ltd. Attn: Kelly Nicholas 2022 New Holland C345 & Other	No	Under review			1.00	
6. Irish Holdings Inc. Case II Puma Tractor Loader	No	Under review			1.00	
7. Laurin, Andre Inventory & Equipment	No	Under review			1.00	
8. Meridian Onecap Credit Corporation (formerly Roynat Lease Finance - Toronto) 2007 Hyundai R110-7 Excavator	No	Under review			1.00	

Claims Register for OASIS GLOBAL INC. - Continued

Insolvency Date: 31-Aug-2023

Estate Number: 31-1234567

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
9. RBC Royal Bank / Banque Royale Attn: c/o BankruptcyHighway.com 2021 Ram 1500 Classic	No	Under review		1.00		
10. Rivers, Linda General Security Agreement	No	Under review				
11. Scotiabank c/o BankruptcyHighway.com 2002 Ram 3500	No	Under review		1.00		
12. Scotiabank c/o BankruptcyHighway.com 2022 Ram 3500	No	Under review		1.00		
13. The Toronto-Dominion Bank General Security Agreement	No	Under review				
14. Titanium Logistics Inc Inv.1491224A, 1498688A, 1499823A	No	Under review		1.00		
15. Tricor Lease & Finance Corp. Attn: Roy Watters 2022 Ram 3500	No	Under review		1.00		
Total : Secured creditors				<u>4,250,010.00</u>		

Unsecured creditors

1. B Riley Farber Attn: Barbara Cowper	No	Under review		1.00		
2. BereLi Freight Solutions	No	Under review		1.00		
3. Better Mechanical Heating and Air Conditioning	No	Under review		1.00		
4. Canadian Energy Toronto	No	Under review		1.00		
5. Chriswe Holdings Inc. Attn: Catherine Francis General Security Agreement	No	Under review		6,950,000.00		
6. CRA - Tax - Ontario 836557439RM0001	Yes	Under review		542,816.46		
7. CRA - Tax - Ontario 836557439RT0001	No	Under review		1,536,368.00		
8. CRA - Tax - Ontario CEBA LOAN	No	Under review		60,000.00		
9. Exactly Design	No	Under review		1.00		
10. Export Development Canada Attn: Attention: Christine Barnett 96161	No	Under review		1,800,000.00		
11. George Wickins	No	Under review		22,500.00		
12. Janice Laxton	No	Under review		1.00		
13. Jeremy Brathwaite	No	Under review		1.00		
14. Manatoulin Transport Attn: Barret Wright	No	Under review		18,569.91		
15. Rammy	No	Under review		99,536.64		
16. Rivers, Linda General Security Agreement	No	Under review		1.00		
17. SEBRC Attn: Todd Hainer	No	Under review		30,000.00		
18. Shunock Dentistry Professional Corporation Attn: Stephen Schwartz	No	Under review		1.00		

Claims Register for OASIS GLOBAL INC. - Concluded

Insolvency Date: 31-Aug-2023

Estate Number: 31-1234567

<i>Creditor Name</i>	<i>Proof of Claim?</i>	<i>Claim Status</i>	<i>Rank / Class</i>	<i>SOA Amount</i>	<i>Amount Filed</i>	<i>Admitted for Dividend</i>
19. Telx Inc Attn: Olga Dmitrieva Hoosier Offroad-61408	No	Under review			1.00	
20. The Toronto-Dominion Bank General Security Agreement	No	Under review			1.00	
21. The Toronto-Dominion Bank C/O FCT Default Solutions	No	Under review			1.00	
22. Tom Mccriderick	No	Under review				
23. Turnkey Web Solutions.com Inc Segwa	No	Under review			1.00	
24. Turoru Motor Sports	No	Under review			1.00	
25. Voiceoyster	No	Under review				
26. West Land Insurance	No	Under review			496.00	
27. Zeifman	No	Under review			150,000.00	
Total : Unsecured creditors					11,210,301.01	
				Grand Total:	15,819,910.01	

CHRISCWE HOLDINGS INC.
Plaintiff

Court File No. CV-22-00685133-00CL
and OASIS GLOBAL INC. et al
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF THE RECEIVER

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