

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
of the City of Mississauga, in the Province of Ontario**

**MOTION RECORD
(returnable November 18, 2014)**

October 21, 2014

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Lawyers for the Applicant,
GPM (11) GP Inc.

TO: Walter Wang
Email: walter@sumascientific.com and wangtao@sumavision.com

AND TO: Yabing Xing
98 Nahanni Drive
Richmond Hill, ON L4B 4L4

AND TO: Julian Doyle
130 Adelaide Street West, Suite 701
Toronto, ON M5H 2K4

AND TO: Rahn Dodick, proposed Trustee
Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S4

AND TO: Office of the Superintendent of Bankruptcy
25 St. Clair Avenue East
6th Floor
Toronto, ON M4T 1M2

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**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
of the City of Mississauga,
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**AFFIDAVIT OF MICHAEL O'SULLIVAN
(sworn October 15, 2014)**

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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
of the City of Mississauga, in the Province of Ontario**

NOTICE OF MOTION

(returnable November 18, 2014)

GPM (11) GP Inc. (“GPM”) will make a motion to the court on November 18, 2014, at 10:00 a.m. or as soon after that time as the motion can be heard, at 393 University Avenue, Toronto, Ontario.

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

1. **THE MOTION IS FOR** an order:
 - a) permitting the substituted service of the notice of hearing of the bankruptcy application in respect of Larcana Inc. (the “**Larcana Bankruptcy Application**”) and related court materials, or alternatively, on an order dispensing with service of such documents; and
 - b) abridging time for the hearing of the Larcana Bankruptcy Application, such that the hearing may take place immediately after service of the notice of hearing on Larcana or after such order dispensing with service is granted;

- c) in the alternative, appointing the proposed trustee, Rahn Dodick of Dodick Landau Inc. as interim receiver pending the hearing of the Larcan Bankruptcy Application; and
- d) granting such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

2. From December 2008 to July 10, 2014, Larcan Inc. ("**Larcan**" or the "**Debtor**") leased premises from GPM (11) GP Inc. ("**GPM**" or the "**Landlord**") at 228 Ambassador Drive, Mississauga Ontario (the "**Leased Premises**").
3. On July 8, 2014, Larcan terminated all its employees, and ceased doing business without prior notice to the Landlord. It abandoned the premises, thereby defaulting under its lease with the Landlord. As a result, the Landlord terminated the lease on July 10, 2014.
4. No employees or business activities remain at the Leased Premises, but personal property (the "**Abandoned Property**") has been left behind. The Landlord is unable to ascertain ownership of the Abandoned Property, and is not in a position to determine claims. While the Abandoned Property remains on the Leased Premises, the Landlord is unable to re-lease the premises to mitigate its damages resulting from Larcan's default.
5. In addition to the default under the lease, Larcan has failed to pay employee wages and has defaulted on obligations to its secured creditor, the Canadian Imperial Bank of Commerce.

6. The Landlord has made multiple attempts to contact the directors of Larcan, and affiliates of its parent company. Despite this, no person has come forward to deal with the Abandoned Property or Larcan's creditors. The affiliated company disclaims any interest in the proceedings.

7. Accordingly, the Landlord has no option but to seek a bankruptcy order against Larcan so as to allow the appointment of a trustee to deal with the Abandoned Property and Larcan's creditors.

8. As Larcan's registered corporate address is the Leased Premises and it has terminated all its employees, the Landlord is unable to effect personal service on Larcan.

9. Pursuant to Rule 71(1) of the *Bankruptcy and Insolvency General Rules*, if the court determines that service of the notice of hearing of the bankruptcy application, certified copy of the application and affidavit cannot be effected by personal service, the court shall make an order stating the manner of service of the documents.

10. The Landlord therefore requests an order:

- a) permitting substituted service by mail on the individuals listed as directors on the corporate profile reports for Larcan and its affiliate Suma Scientific Inc.;
- b) permitting substituted service by email on Walter Wang, an individual at Suma Scientific Inc. with whom the Landlord has been in communication by email; or
- c) dispensing of service altogether.

11. In the alternative, and due to the urgent nature of the situation, the Landlord seeks an order appointing an interim trustee until such time as this matter is heard.

12. An expeditious and orderly process is needed to deal with the property in order for GPM to re-lease the premises to a new tenant and mitigate its damages, as it is required by law to do.

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

- a) Bankruptcy Application of GPM and Affidavit of Truth of Statement in Application as sworn by Michael O'Sullivan on October 9, 2014;
- b) Affidavit of Michael O'Sullivan sworn on October 15, 2014, and exhibits thereto;
- c) Such further and other materials as counsel may advise and this Court may permit.

October 21, 2014

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Lawyers for the Applicant

5 IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.

of the City of Toronto, in the Province of Ontario

Court File No. 31-OR-208051

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF MOTION
(SUBSTITUTED SERVICE)

McCarthy Tétrault LLP
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Lawyers for the Applicant

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Tab 2

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
of the City of Mississauga, in the Province of Ontario

AFFIDAVIT OF MICHAEL O'SULLIVAN
(sworn October 15, 2014)

I, Michael O'Sullivan, of the City of Toronto, MAKE OATH AND SAY:

1. I am a Director, Asset Management at IAM Real Estate Group (formerly GPM Investment Management), an affiliate of the Applicant, GPM (11) GP Inc. ("GPM"). I have knowledge of the matters to which I have deposed in this Affidavit, except where those matters are stated to be based on information and belief from a different source, and where so stated, I believe them to be true.

2. I swear this affidavit in support of the motion by GPM for an order:
 - (a) permitting substituted service of the notice of hearing of the bankruptcy application in respect of Larcana Inc. (the "**Larcana Bankruptcy Application**") and related court materials by mailing a copy of the materials to the registered office of Larcana Inc. ("**Larcana**" or the "**Debtor**"), or alternatively, on an order dispensing with service of such documents; and

 - (b) abridging time for the hearing of the Larcana Bankruptcy Application, such that the hearing may take place immediately after service of the

notice of hearing on Larcan or after such order dispensing with service is granted; and

- (c) in the alternative, appointing the proposed trustee, Rahn Dodick of Dodick Landau Inc., as the interim receiver pending the hearing of the Larcan Bankruptcy Application.

Background

3. From December 2008 to July 10, 2014, the debtor, Larcan Inc., has leased from the landlord, GPM (11) GP Inc., premises located at 228 Ambassador Drive, Mississauga, Ontario (the “**Leased Premises**”), pursuant to a lease agreement between Larcan Inc. (“**Larcan**” or the “**Debtor**”) and GPM (11) GP Inc. (“**GPM**” or the “**Landlord**”) dated December 5, 2008 (the “**Lease**”), as amended by a lease amending agreement dated January 11, 2011, attached hereto as Exhibits “A” and “B” respectively.

4. Larcan is a company incorporated under the laws of Canada and operated a business manufacturing television and radio transmitters. A corporate profile report for Larcan is attached hereto as Exhibit “C”.

5. On or around July 8, 2014, Larcan ceased operations, terminated all its employees and abandoned the Leased Premises without prior notice to the Landlord, leaving behind personal property (the “**Abandoned Property**”). In abandoning the Leased Premises, Larcan committed a default under Section 15.01(f) of the Lease.

6. Pursuant to Section 15.01 of the Lease, the “next ensuing three (3) months’ rent” becomes due and payable on default, and the landlord is entitled to distraint the Abandoned Property and take possession of the Leased Premises.

7. Under Section 15.02 of the Lease, GPM was entitled, upon default, to terminate the lease by providing written notice to Larcan, or by posting notice of termination at the Leased Premises.

8. By letter dated July 10, 2014, I wrote to Larcan advising that abandonment of the premises is a default under the Lease, and that GPM was exercising its right to terminate the Lease due to the default. The letter was delivered to Larcan’s registered address at the Leased Premises, a copy of which is attached hereto as Exhibit “D”.

9. By letter dated July 10, 2014, I also provided notice of the default and termination to the Canadian Imperial Bank of Commerce (“CIBC”), a lender to Larcan having a general security interest in all of Larcan’s personal property, assets, rights and undertaking of every nature and kind now or at any time and from time to time, wherever situate, including, all chattels, accounts receivable, inventory, equipment, leasehold interests, intangibles, and the proceeds thereof (the “Collateral”). Pursuant to an agreement between GPM and CIBC dated November 30, 2009, CIBC was entitled to cure the default, but opted not to do so. Accordingly, the Lease is now terminated. My letter to CIBC is attached hereto as Exhibit “E”.

Larcan has Ceased to Meet its Obligations

10. No employees remain at the Leased Premises and Abandoned Property has been left behind. The ownership of the Abandoned Property is unclear. GPM has now repossessed the Leased Premises but is unable to re-lease the location to mitigate its damages, as is required by law. While the Abandoned Property remains on the Leased Premises, GPM cannot mitigate its damages.

11. As a result, GPM continues to suffer damages, in addition to the damages caused by the default under the Lease. As at the date of the default, Larcan owed \$42,902.10 in arrears. On default under the Lease, next ensuing three months' rent in the total amount of \$128,706.30 became due and payable to GPM. In total, Larcan is indebted to GPM in the amount of \$171,608.40, no part of which is secured.

12. In addition to the debt owed to GPM, I am aware that Larcan has outstanding obligations to at least four of its former employees for unpaid wages. I am not aware of the total amount of unpaid wages. I am also aware that Larcan defaulted on its obligations to its secured lender, CIBC.

13. Since the abandonment of the Premises, GPM has also received inquiries from commercial parties who were doing business with Larcan, who are now seeking the return of their property. Attached as Exhibit "F" is an example of a letter received to date.

14. For these reasons, I believe that Larcan has ceased to meet its liabilities as they become due.

15. Until a trustee in bankruptcy is appointed, there is no one in a position to appropriately evaluate claims and deal with the Abandoned Property that has been left at the Leased Premises. Accordingly, Larcan is seeking a bankruptcy application so that a trustee can properly deal with the remaining assets. Rahn Dodick of Dodick Landau Inc. has agreed to act as a trustee in bankruptcy and is ready to assume control of the Leased Premises and Abandoned Property. Attached as Exhibit "G" is a copy of the Trustee's Consent to Act executed by Mr. Dodick.

16. An expeditious and orderly process is needed to deal with the Abandoned Property to allow GPM to re-let the premises to a new tenant and to mitigate its damages as it is required by law to do.

Service of the Larcan Bankruptcy Application

17. GPM intends to have the Larcan Bankruptcy Application issued by the Court to have Larcan adjudged bankrupt.

18. Larcan is no longer operating its business at its registered offices at the Leased Premises and no employees remain there. Accordingly, personal service cannot be effected on the corporation at its registered corporate address. I am not aware of any alternate business address for Larcan, other than the address of the Leased Premises.

19. I believe that Sumavision International Group Co. ("**Sumavision**") is a controlling shareholder of Larcan, having acquired 51% of Larcan's shares in a transaction in 2013. Attached as Exhibit "H" is a Consent Agreement dated September 9, 2013 in which GPM consents to the change of control of Larcan Inc.

20. On October 3, 2014, I attempted to contact the following persons by letter to advise that GPM would be bringing a bankruptcy application unless Larcan or its affiliates took steps to deal with the Abandoned Property left at the Premises. Attached as Exhibit "I" are my letters to:

- (a) Yabing Xing, a director of Larcan listed on its corporate profile report, residing at 98 Nahanni Drive, Richmond Hill, Ontario L4B 4L4;
- (b) Walter Wang, President of Suma Scientific Inc., an affiliate of Sumavision); and
- (c) Julian Doyle, a director of Suma Scientific Inc. A corporate profile report identifying Mr. Doyle as a director of Suma Scientific Inc. is attached hereto as Exhibit "J". Mr. Doyle is a lawyer practicing at 130 Adelaide St W, Suite 701, Toronto, Ontario M5H 2K4. Mr. Doyle's profile from the Beard Winter LLP website is attached hereto as Exhibit "K".

21. I received no responses except from Mr. Wang, who advised that Sumavision had no interest in dealing with the matter. Mr. Wang's email is attached hereto as Exhibit "L".


22. Neither Larcan nor its parent, Sumavision has indicated any interest in opposing or attending the proposed bankruptcy hearing despite having been advised of GPM's intentions.

23. GPM requests an order permitting substituted service on the individuals set out in paragraph 19, and allowing the application to be heard immediately thereafter. Alternatively, GPM seeks an order dispensing of service altogether.


24. In the alternative, and as time is of the essence, GPM seeks an order permitting an interim receiver to be appointed pending the hearing of the bankruptcy application.

25. I swear this affidavit in support of GPM's motion for substituted service, and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto, on the 15th day of October, 2014.




Commissioner for Taking Affidavits


Michael O'Sullivan

TREVOR ALLEN COURTS,
a Commissioner, etc., **Province of Ontario,**
while a Student-at-Law.
Expires May 27, 2016.

Tab A

This is Exhibit A referred to in the affidavit of Michael O'Sullivan sworn before me, this 15th day of October 2014

A COMMISSIONER FOR TAKING AFFIDAVITS

THIS LEASE AGREEMENT made this 5th day of December, 2008

BETWEEN:

GPM (11) GP INC.
(hereinafter called the "Landlord")

OF THE FIRST PART

- and -

LARCAN INC.
(hereinafter called the "Tenant")

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Landlord is the owner of the Lands and Building known municipally as 228 Ambassador Drive, City of Mississauga, Province of Ontario and has agreed to lease those Lands and the Building to the Tenant on the terms herein contained;

NOW, THEREFORE, in consideration of the rents, covenants and agreements hereinafter contained on the part of the Tenant to be paid, observed and performed, and in consideration of the covenants and agreements hereinafter contained on the part of the Landlord to be observed and performed, the Tenant and Landlord covenant and agree with each other as follows:

ARTICLE ONE

DEMISE

Section 1.01 Demise: The Landlord hereby demises and leases unto the Tenant the Leased Premises upon the terms and conditions set forth herein.

ARTICLE TWO

TERM

Section 2.01 Term: The Tenant shall have and hold the Leased Premises for and during the term of ten (10) years ("Term"), commencing on the fifth (5th) day of December, 2008 ("Commencement Date"), and fully to be completed and ended on the fourth (4th) day of December, 2018.

ARTICLE THREE

RENT

Section 3.01 Minimum Rent: The Tenant shall yield and pay therefore, yearly and every year during the Term, unto the Landlord, without any deduction, setoff, defalcation or abatement whatsoever, a basic rent ("Basic Rent") of:

<u>Period</u>	<u>Annual Basic Rent</u>	<u>Basic Rent per square foot</u>	<u>Monthly Rent</u>
1 - 5	\$251,731.35	\$5.85	\$20,977.61
5 - 10	\$279,701.50	\$6.50	\$23,308.46

The Basic Rent is calculated based on the area of the Building, excluding any mezzanine or second floor area, being deemed to be 43,031 square feet ("GLA of the Leased Premises"). The Basic Rent shall be payable in advance, in the monthly instalments set forth above, on the first day of each and every month during the Term, the first of such payments to be made on the Commencement Date. If the first day upon which Basic Rent is payable is other than the first day of a calendar month, then Tenant shall pay upon such date Basic Rent from such date to the end of such month calculated at a daily rate of $1/365^{\text{th}}$ of the annual Basic Rent.

Section 3.02 Additional Rent: The Tenant shall further pay to the Landlord, yearly and every year during the Term, as additional rent ("Additional Rent") any and all costs and expenses incurred by the Landlord, or others on behalf of the Landlord, in owning, maintaining, operating, repairing, replacing, insuring and managing the Leased Premises, including, without any limitation, insurance arranged by the Landlord, fees payable to consultants for realty tax and assessment work and annual inspection of the Leased Premises, any Leased Premises Taxes, Tenants' Taxes and Rental Taxes payable to the relevant taxing authorities, property administration fees, cost of utilities and utility connections and services, cost of access facilities and cost of repairs (except for the exceptions mentioned in Section 8.01).

In addition, the Tenant covenants that for each year of the Term it shall pay to the Landlord, as a contribution to the costs of maintaining, repairing and replacing the roof of the Building, an amount equal to \$0.50 per square foot of the GLA of the Leased Premises prorated on a monthly basis and payable as Additional Rent. On each anniversary of the Commencement Date such amount shall be adjusted in accordance with the percentage change in the Consumer Price Index over the previous calendar year. If the percentage change over such previous calendar year has not been published on any given anniversary of the Commencement Date, the last reported annual percentage change shall be used. For the purposes of this section, "Consumer Price Index" means the index published by Statistics Canada and called "Consumer Price Index - Ontario - All Items", or if such index is no longer published by Statistics Canada, the most similar index published by Statistics Canada as of each applicable date as selected by the Landlord acting reasonably, or if Statistics Canada no longer publishes any similar index, such other publicly available index published by such other entity as of

each applicable date for a similar purpose and with a similar effect as selected by the Landlord acting reasonably. The Consumer Price Index as of a date shall be the amount of such index published by Statistics Canada as of such date or as of the most recent date prior to such date if the index is not published for such date.

Additional Rent shall be paid within ten (10) days after delivery of Landlord's invoices. If the Landlord so elects, instalments on account of Additional Rent shall be paid to the Landlord monthly and every month, or as otherwise specified by the Landlord, in advance at the same time as payment of Basic Rent is required hereunder, such instalments to be in the amounts estimated from time to time by the Landlord, acting reasonably, as being payable by the Tenant. If required by the Landlord the Tenant shall annually on demand provide Landlord with twelve post dated cheques for the payment of Rent hereunder. Each cheque shall be in the amount of the monthly instalments of Basic Rent provided for herein and, if required, shall also include instalments on account of Additional Rent.

Within ninety (90) days of the end of each fiscal year of the Landlord (or with respect to any component of Additional Rent which cannot be calculated within such ninety (90) day period, within ninety (90) days after the Landlord shall have received the information necessary to compute such component of Additional Rent), a final accounting and adjustment of Additional Rent for the preceding fiscal year of the Landlord shall be made, with the aggregate amount of monthly or other instalments paid on account of Additional Rent for such fiscal year being credited to the amount of Additional Rent payable by the Tenant for such year and at such time the Tenant shall pay to the Landlord the amount, if any, by which the Additional Rent payable by the Tenant for such fiscal year exceeds the instalments paid on account thereof by the Tenant, or the Landlord shall credit to future instalments of Rent payable by the Tenant the amount by which the aggregate instalments paid by the Tenant on account of Additional Rent for such fiscal year exceed the Additional Rent payable by the Tenant for such fiscal year.

Section 3.03 Accrual of Rent: Rent shall be considered as accruing from day to day hereunder, and where it becomes necessary for any reason to calculate such Rent for an irregular period of less than one year or less than one calendar month, an appropriate apportionment and adjustment shall be made, including an apportionment and adjustment of Additional Rent for the fiscal years of the Landlord in which the tenancy created hereby commences and expires. Notwithstanding the termination of this Lease, the obligation of the Tenant to pay such Additional Rent shall survive the termination hereof, and such amount shall be adjusted by the parties as soon as possible following such termination.

Section 3.04 No Set Off: The Tenant waives the benefits of provisions in present or future statutes permitting the Tenant to claim a set off against Rent or abatement of or deduction from Rent for any cause whatsoever.

Section 3.05 Payment of Rent: All Rent hereunder shall be payable in lawful money of Canada and shall be paid to the Landlord or to such party as it may from time to time direct, without notice or demand.

Section 3.06 Premises not Available: Should the Leased Premises not be available for possession by the Tenant at the time of commencement of the Term, Rent shall abate until five (5) days after the Landlord shall have delivered to the Tenant written notice that the Leased Premises are available, or the date when the Tenant commences to carry on business in the Leased Premises, whichever is earlier, it being understood and agreed that this Lease shall otherwise remain in full force and effect and the abatement of Rent hereby specified shall be accepted by the Tenant in full settlement of all claims which the Tenant might otherwise have by reason of the Leased Premises not being available on the commencement date of the Term.

Section 3.07 Net Net Lease: It is the intention of the parties that the Tenant shall be solely responsible for all the costs of operation, use, replacement, repair and maintenance of the Leased Premises, and that the Basic Rent hereunder be absolutely net to the Landlord, and accordingly, that the entire cost of owning, operating, repairing, replacing, maintaining, insuring, administering and managing the Leased Premises, whether or not specifically provided for herein, shall be borne by the Tenant as if it were owner of the Leased Premises, except to the extent of any expenses expressly stated herein to be the responsibility of the Landlord, and the Tenant covenants with the Landlord accordingly.

Section 3.08 Security Deposit: Upon execution of this Lease, the tenant shall provide a deposit cheque in the amount \$32,380.82 as security for the performance by the Tenant of its obligations set out in this Lease. Upon any breach by the Tenant of its obligations hereunder the Landlord may at its option apply all or part of the deposit to compensate it for losses sustained by reason of such breach. The Tenant thereafter, on demand, shall restore the deposit to the original amount. After the termination of this Lease and the performance by the Tenant of all its obligations hereunder the Landlord shall return the deposit or so much of it as may then remain unapplied and be in the Landlord's hands.

ARTICLE FOUR

DEFINITIONS

Section 4.01 Additional Rent: "Additional Rent" is defined in Section 3.02.

Section 4.02 Minimum Rent: "Minimum Rent" is defined in Section 3.01.

Section 4.03 Building: "Building" means the building standing on the Lands, and includes all fixtures and improvements therein except fixtures and improvements installed or made by or for or at the expense of the Tenant or any subtenant.

Section 4.04 Hazardous Substances: "Hazardous Substances" as used in this Lease shall include,

without limitation, flammables, explosives, radio-active materials, hazardous chemicals and wastes or substances, petroleum and petroleum products and all substances, materials, goods or gases declared or listed to be hazardous or toxic under laws or regulations now or hereafter in force.

Section 4.05 Landlord: "Landlord" means the Landlord named herein, and its successors and assigns subject, however, to the provisions of this Lease.

Section 4.06 Lands: "Lands" mean the lands shown outlined in red on Schedule "A" attached hereto and legally described as Parcel Block 10-1, Section 43M-868, being Block 10, Plan 43M-868, City of Mississauga, and include all roads, fences, sidewalks, utility facilities, parking areas, and other access or service facilities located thereon or appurtenant thereto.

Section 4.07 Leased Premises: "Leased Premises" mean the Lands and all improvements, structures, fixtures, building services, machinery, equipment, fences, walkways, paving, utility and sewage facilities and systems from time to time thereon, including without limitation the Building, and facilities upon or in the Leased Premises leased or licensed to the Landlord.

Section 4.08 Leased Premises Taxes: "Leased Premises Taxes" mean the aggregate of all Taxes payable in respect of the Leased Premises or any part thereof and all fixtures and improvements therein, including without any limitations federal or provincial paid-up capital taxes levied upon the deemed capital employed by the Landlord in the Leased Premises, and Taxes upon Tenant's Work, in every case whether payable by the Landlord, the Tenant, or any other person, firm or corporation, but excluding income taxes.

Section 4.09 Rent: "Rent" means Minimum Rent, Additional Rent, and all other costs payable by the Tenant hereunder, whether to the Landlord or otherwise.

Section 4.10 Rental Taxes: "Rental Taxes" means any tax, duty, levy, assessment, rate or charge imposed upon the Landlord or Tenant which is computed having regard to or based in whole or in part directly or indirectly upon the Rent, whether existing at the date hereof or hereinafter imposed by any governmental authority, including without limitation, any tax, duty, levy, assessment, rate or charge in the nature of or similar to a value tax, business transfer tax, sales tax or goods and services tax.

Section 4.11 Taxes: "Taxes" means all taxes, rates, duties, charges, assessments, impositions, levies, charges for local improvements and/or licence fees imposed by any federal, provincial, metropolitan or municipal government, board, agency, or commission, including, without any limitations, school boards and utility commissions, whether payable by the Landlord, the Tenant or any other person, but excluding income taxes.

without limitation, flammables, explosives, radio-active materials, hazardous chemicals and wastes or substances, petroleum and petroleum products and all substances, materials, goods or gases declared or listed to be hazardous or toxic under laws or regulations now or hereafter in force.

Section 4.05 Landlord: "Landlord" means the Landlord named herein, and its successors and assigns subject, however, to the provisions of this Lease.

Section 4.06 Lands: "Lands" mean the lands shown outlined in red on Schedule "A" attached hereto and legally described as Parcel Block 10-1, Section 43M-868, being Block 10, Plan 43M-868, City of Mississauga, and include all roads, fences, sidewalks, utility facilities, parking areas, and other access or service facilities located thereon or appurtenant thereto.

Section 4.07 Leased Premises: "Leased Premises" mean the Lands and all improvements, structures, fixtures, building services, machinery, equipment, fences, walkways, paving, utility and sewage facilities and systems from time to time thereon, including without limitation the Building, and facilities upon or in the Leased Premises leased or licensed to the Landlord.

Section 4.08 Leased Premises Taxes: "Leased Premises Taxes" mean the aggregate of all Taxes payable in respect of the Leased Premises or any part thereof and all fixtures and improvements therein, including without any limitations federal or provincial paid-up capital taxes levied upon the deemed capital employed by the Landlord in the Leased Premises, and Taxes upon Tenant's Work, in every case whether payable by the Landlord, the Tenant, or any other person, firm or corporation, but excluding income taxes.

Section 4.09 Rent: "Rent" means Minimum Rent, Additional Rent, and all other costs payable by the Tenant hereunder, whether to the Landlord or otherwise.

Section 4.10 Rental Taxes: "Rental Taxes" means any tax, duty, levy, assessment, rate or charge imposed upon the Landlord or Tenant which is computed having regard to or based in whole or in part directly or indirectly upon the Rent, whether existing at the date hereof or hereinafter imposed by any governmental authority, including without limitation, any tax, duty, levy, assessment, rate or charge in the nature of or similar to a value tax, business transfer tax, sales tax or goods and services tax.

Section 4.11 Taxes: "Taxes" means all taxes, rates, duties, charges, assessments, impositions, levies, charges for local improvements and/or licence fees imposed by any federal, provincial, metropolitan or municipal government, board, agency, or commission, including, without any limitations, school boards and utility commissions, whether payable by the Landlord, the Tenant or any other person, but excluding income taxes.

Section 4.12 Tenant: "Tenant" means the Tenant named herein, its successors and permitted assigns.

Section 4.13 Tenant's Taxes: "Tenant's Taxes" mean all Taxes (whether imposed upon the Landlord or the Tenant) attributable to the personal property, rental, business, income, sales or occupancy of the Tenant or any other occupant of the Leased Premises.

Section 4.14 Tenant's Work: "Tenant's Work" is defined in Section 6.04:

Section 4.15 Term: "Term" is defined in Article Two.

ARTICLE FIVE

GENERAL COVENANTS

Section 5.01 Quiet Possession: The Landlord covenants with the Tenant that upon the Tenant paying the Rent and punctually observing, performing and keeping the covenants and agreements herein contained the Tenant may, subject to the terms of this Lease, peacefully possess and enjoy the Leased Premises during the Term.

Section 5.02 Tenant's General Covenants: The Tenant covenants with the Landlord:

- (a) to pay Rent; and
- (b) to observe and perform all the covenants and obligations of the Tenant herein.

ARTICLE SIX

USE AND OCCUPANCY OF LEASED PREMISES

Section 6.01 Use of Leased Premises: The Tenant covenants that the Leased Premises shall not be used for any purpose other than that of the manufacturing of transmitters, encoders and other communication-related equipment, general offices and associated, related and ancillary uses thereto. The Tenant specifically covenants that the Leased Premises shall not be used or permitted to be used for any illegal or immoral purpose, nor any business or use which violates applicable laws or which in the opinion of the Landlord, acting reasonably, would tend to lower the character of the Leased Premises. The Tenant further covenants not to use the Leased Premises in such a way as to permit unreasonable noise, vibration, smoke, dust, debris, garbage or other potential nuisance or Hazardous Substance to emanate from the Leased Premises.

Section 6.02 Compliance with Law and Safety Standards: The Tenant covenants that it will promptly comply with, and in its use of the Leased Premises and the carrying out of any acts permitted therein by this Lease, conform to the requirements of every applicable statute, law, by-law, regulation, ordinance, order and safety standard at any time or from time to time in force or recommended to the Landlord or the Tenant during the Term affecting the Leased Premises, the Tenant's operations therein or any part thereof and/or the machinery, equipment and other facilities used in connection therewith. The Tenant will make no use of the Leased Premises, whether within the use hereinbefore permitted or not, or conduct operations upon the Leased Premises which imposes upon the Landlord any obligation to modify, extend or alter the Leased Premises or to remove or remediate Hazardous Substances or replace any part of the Leased Premises. If the Tenant shall at any time during the Term, do or permit to be done or omit to do any act or thing which shall or may result in any such obligation being imposed upon the Landlord; the Landlord may, at its option, either do or cause to be done the necessary work in order to comply with such obligation at the expense of the Tenant, or forthwith by notice in writing to the Tenant, terminate this Lease. If the Landlord shall undertake any such work to be done at the expense of the Tenant, the costs thereof, together with the Landlord's related expenses and reasonable overhead and supervision charges in respect of such work, shall be payable by the Tenant to the Landlord forthwith upon demand. In case of termination of this Lease pursuant to the provisions of this Section, the Tenant shall pay Rent to the date of surrender of possession, and in addition, shall reimburse the Landlord for any income lost to the Landlord by reason of such termination and for any costs which it incurs under any such statute, law, by-law, regulation, ordinance, order, safety standard or requirement. All costs and related expenses incurred by the Landlord under this Section and all Landlord overhead and supervision charges shall be paid by the Tenant as Additional Rent, and the obligation of the Tenant hereunder shall survive the expiry of this Lease.

Section 6.03 Fixtures, Signs:

- (a) The Tenant shall not affix, install or place any signs, boardings, or posters upon the Lands or the exterior of the Building, without the prior written consent of the Landlord. All signs, boardings and posters of the Tenant shall only be permitted as approved by the Landlord and subject to such terms and conditions as the Landlord may determine from time to time. The Tenant covenants to remove all such signs at or before the expiry of the Term, and to make good all damage caused by those signs and their removal and to restore the Leased Premises to their original condition before the installation of such signs. The Landlord reserves the right at all times during the Term to place upon the Lands at its sole cost outdoor advertising signs.
- (b) The Tenant will not bring into the Building any articles or fixtures that by reason of their weight or size might damage or endanger the structure or systems of the Building, or, any inflammable liquid or dangerous or explosive materials.
- (c) All installations of fixtures made by the Tenant hereunder shall be subject to the provisions of Section 6.04 hereof.
- (d) Upon the expiry of the Term, provided that the Tenant is not then in default hereunder, the Tenant may remove its trade fixtures and shall make good any damage incurred in

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such removal and restore the Leased Premises to the condition in which they were before the installation of such trade fixtures.

Section 6.04 Alterations, Fixtures and Improvements: The Tenant covenants that it will not make, erect or install or permit to be made, erected or installed any partitions, fixtures, leasehold improvements or alterations ("Tenant Work") in or about the Leased Premises except in accordance with all applicable statutes, by-laws, regulations and governmental and municipal requirements, and except with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. If the Tenant desires to make, erect or install any Tenant's Work, it shall, at the time of its application for the Landlord's consent, provide the Landlord with reasonable details of the proposed Tenant's Work and, upon the Landlord's request, shall furnish such plans, specifications and designs as shall be necessary therefore and if the Landlord gives its consent, it shall have the right, acting reasonably, to specify such terms and conditions and requirements with respect thereto as it deems reasonable and prudent including those necessary to protect the integrity of the Building and the Lands and to supervise the work and approve of the contractors, subcontractors and tradesmen employed by the Tenant. The Landlord may, by written notice to the Tenant prior to or after the termination hereof, require the removal at the expense of the Tenant, of any or all Tenant's Work and the restoration of the Leased Premises to the same condition that they were in before any such Tenant's Work was made, erected or installed, such work to be done by or at the direction of the Landlord as aforesaid. Provided that the Landlord does not require the removal of same all Tenant's Work shall become the property of the Landlord upon the termination of this lease. All costs incurred by the Landlord under this Section and all Landlord overhead and supervision charges shall be paid by the Tenant as Additional Rent.

Section 6.05 Loading and Unloading: The Tenant covenants that all loading and unloading of merchandise, supplies, materials, garbage, refuse and other chattels shall be made only through or by means of such doorways or routes as the Landlord shall designate.

Section 6.06 Cleaning and Redecorating of Building: The Tenant covenants to clean and keep tidy and presentable the interior and exterior of the Building including, without any limitations the cleaning of all windows and glass, the periodic repainting of interior and exterior surfaces where reasonably necessary or required by the Landlord, and the cleaning of the floors and walls of the Building, including janitorial services.

Section 6.07 Exterior Maintenance: The Tenant covenants to maintain the Lands and the exterior of the Building in a clean, neat and tidy condition, and to keep the Lands and the exterior of the Building free of rubbish, refuse, litter, hazardous substances and flying debris. The Tenant covenants to keep the parking areas, driveways, sidewalks, and other means of access or delivery within or to the Leased Premises (and adjacent public sidewalks to the extent required by law) free of ice and snow, and sanded where necessary, and to provide reasonable landscaping maintenance, including without limitation, periodic cutting of grass, tending of flower beds and other landscaped areas. The Tenant further covenants to provide or make all necessary maintenance and repairs to driveways, stairs, sidewalks, ditches, culverts, fences, parking areas and other access, loading and delivery and service facilities so as to keep them in a safe, clean, and proper condition for their

intended purposes and not to commit or suffer any waste on the Leased Premises and not to store any materials, equipment or other articles outside the Building without the prior consent in writing of the Landlord, such consent not to be unreasonably withheld or delayed.

Section 6.08 Heating Equipment, Etc.: The Tenant shall continuously throughout the Term, as and when reasonably necessary and in any case so as to prevent any damage to the Leased Premises, heat the Leased Premises and maintain, operate, repair, replace where necessary and pay all costs in connection with the climate control equipment and other systems forming part of the Leased Premises, including without limitation any lighting, sprinkler, security, heating, ventilating and air-conditioning equipment and systems. The Tenant shall take out and maintain contracts with contractors approved by the Landlord for the regular maintenance, repair and service of such equipment and systems, and provide the Landlord, upon request, with copies thereof and reports thereon.

Section 6.09 Utilities: The Tenant shall be entitled to use the utility services (which may include electricity, telephone, water, gas and sewer) available to the Leased Premises, and covenants to pay all costs and expenses therefore, including, without limitation, the cost of utilities consumed and the cost of maintenance, repair and replacement of any equipment, ducts, pipes and other facilities used in the supply or provision of such utilities. The Tenant shall further be responsible for the replacement and lawful disposal of, at its own expense, all electric light bulbs, tubes or ballasts serving or forming part of the said equipment.

Section 6.10 Hazardous Substances: The Tenant shall at its own cost comply with all laws, regulations and government orders or directions relating to the use, generation, manufacture, production, processing, storage, transportation, handling, release, disposal, removal or cleanup of Hazardous Substances and the protection of the environment on, under or about the Leased Premises. The Tenant shall not use or cause or permit to occur the generation, manufacture, production, processing, storage, handling, release, presence, introduction or disposal of any Hazardous Substance on, under or about the Leased Premises or the transportation to or from the Leased Premises of any Hazardous Substance except as specifically disclosed to the Landlord and permitted in this Lease.

Upon the written request of the Landlord during the Term, and in any event four months preceding the calendar month in which the Term expires, the Tenant shall provide to the Landlord an independent Phase I environmental site assessment report (the "**Phase I Report**") and, to the extent required or recommended in the Phase I Report, any further environmental reports regarding Hazardous Substances on, under or about the Leased Premises during the Term, provided that each such report is in a form, scope and substance and from qualified experts approved by the Landlord acting reasonably. Tenant agrees to pay all costs associated with the Phase I Report and any subsequent environmental reports, provided that in the event that (a) the Phase I Report discloses that there are no Hazardous Substances on, under or about the Leased Premises; (b) the Phase I Report discloses that no further environmental report or remediation is required or recommended with respect to the Lease Premises; and (c) any Hazardous Substances disclosed by the Phase I Report to be on, under or about the Leased Premises did not occur as a result of any action or inaction of the Tenant, its employees and invitees during the Term, the Landlord agrees to reimburse

the Tenant for its reasonable costs incurred in obtaining the Phase I Report within sixty (60) days of the Landlord's receipt of the Phase I Report.

Upon the demand by any governmental authority or the Landlord that removal or a cleanup be undertaken because of the presence, introduction, deposit, emission, leak, spill, discharge of Hazardous Substances which occurs as a result of the action or inaction of the Tenant, its employees and invitees at the Leased Premises during the Term the Tenant shall promptly at its own expense take all remedial action necessary to carry out a full and complete removal, cleanup and remediation in accordance with the law. No action by the Landlord and no attempt by the Landlord to mitigate damages under any law shall constitute a waiver or release of the Tenant's obligations hereunder and the Tenant shall indemnify and save harmless the Landlord from all costs and expenses incurred by the Landlord pursuant to this Lease and in respect of the Hazardous Substances and from all other damages suffered by the Landlord by reason of the Tenant's actions or default hereunder. The Tenant's obligations and liabilities hereunder shall survive the expiration of this Lease.

Section 6.11 As is, Where Is: The Tenant acknowledges that it is leasing the Leased Premises hereunder on an "as is, where is" basis and without any representation or warranty by the Landlord of any kind whatsoever. Without limiting the generality of the foregoing, there is no condition, representation or warranty of any kind whatsoever with respect to title, description, encumbrances, physical or environmental condition, size, marketability, zoning, compliance with law, fitness for any particular purpose or any other matter whatsoever concerning the Leased Premises. The Tenant shall promptly pay and discharge all payments required under any encumbrance or instrument affecting title or otherwise affecting the Leased Premises and perform all obligations thereunder, in each case as such payments or obligations were caused by the Tenant or by those for whom the Tenant is at law responsible. The Tenant shall comply with any outstanding work orders in respect of the Leased Premises. The foregoing covenants shall not relate to any mortgage or other financing of the Landlord or any other encumbrance or instrument registered or affecting title as a result of any act or omission of Landlord or anyone for whom it is in law responsible. Except as herein expressly provided, the Landlord shall not be responsible for any maintenance, repairs, replacements, alterations or improvements in respect of the Leased Premises.

ARTICLE SEVEN

INSURANCE

Section 7.01 Tenant's Insurance: The Tenant covenants that it will take out and maintain throughout the Term, in the joint names of the Landlord and the Tenant, (protecting the Landlord in respect of claims by the Tenant as if the Landlord were separately insured and containing a waiver of subrogation against the Landlord and its agents):

- (a) comprehensive general liability insurance (including bodily injury, death and property damage) on an occurrence basis with respect to the Leased Premises and the Tenant's or others' use and occupancy thereof, and with respect to any substances escaping from the Leased Premises, in the minimum amount of \$5,000,000 or such other amount as the Landlord may determine from time to time, acting reasonably; and

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- (b) insurance in respect of all risks of direct physical loss or damage to tenant partitions and improvements, Tenant's Work, stock-in-trade, chattels, equipment and furniture in an amount of not less than the replacement cost thereof; and
- (c) such other insurance in amounts and upon terms reasonable for a prudent tenant to provide, as determined by the Landlord or its insurance advisers or mortgagees.

Such policies shall not be cancellable or renewal refused unless the Landlord is first given thirty (30) days notice thereof and further be with insurers and in such form, and contain such other terms, as may be approved by Landlord, acting reasonably. Copies of such policies will be delivered to Landlord at the commencement of the Term and thereafter at least 30 days prior to commencement of each insuring term. If the Tenant does not provide or maintain in force such insurance the Landlord may take out the necessary insurance and pay the premium therefore, and the Tenant shall pay such premium, together with the Landlord's service fee as Additional Rent on demand.

Section 7.02 Landlord's Insurance: The Landlord may provide for, take out and maintain, throughout the Term:

- (a) insurance in respect of risks of destruction or damage to the Building to the extent of the replacement cost thereof;
- (b) general liability insurance providing insurance for damage, loss of property and death or injury to persons;
- (c) if the Building contains pressure vessel apparatus, boiler and machinery insurance in a reasonable amount having regard to the nature of the apparatus and the replacement cost of the Building; the Tenant covenants to advise promptly the Landlord of the existence of any pressure vessel apparatus placed or installed by it in the Leased Premises; and
- (d) rental insurance against loss of Rent.

The property and boiler insurance shall, if requested by the Tenant, and if available, include waivers of subrogation by the insurer against the Tenant. The Tenant shall pay the cost of all insurance maintained by the Landlord hereunder, as well as any other insurance or insurance program provided for or arranged by the Landlord for the Leased Premises, as Additional Rent.

Section 7.03 Insurance Increase or Cancellation: The Tenant will not permit to be carried on upon the Leased Premises any activity or bring or keep anything upon the Leased Premises which will in any way increase the premium rates for Landlord's insurance or conflict with any laws, by-laws, rules or regulations applicable to the Leased Premises or with any insurance policy on the Leased Premises or any part thereof. If the rates for Landlord's insurance shall be increased as a result of any use made by the Tenant of the Leased Premises or if such insurance shall be cancelled or cancellation threatened by reason of the use made of the Leased Premises or by reason of anything done, omitted to be done, or permitted to be done within the Leased Premises, the Tenant shall pay to the Landlord the amount of such increase in insurance premiums, or, at the option of the Landlord,

the Term hereby granted shall immediately terminate upon the service of notice in writing to that effect upon the Tenant. The Tenant shall promptly comply with the requirements of any insurer under any policy of insurance relating to the Leased Premises.

ARTICLE EIGHT

REPAIRS

Section 8.01 Tenant's Repairs: Save as otherwise expressly provided in this Section 8.01, the Tenant covenants to maintain, repair and replace the Leased Premises so often as is reasonably necessary and as would a careful, prudent owner (including, without limiting the generality of the foregoing, structural and capital repairs and replacements to and of all glass, roofs, doors, floors, walls, drains, hardware, plumbing, sewage, climate control and utility systems); but excluding damage caused by perils against which Landlord is insured pursuant to Sections 7.02(a) and (c).

Notwithstanding anything else contained in this Lease to the contrary, the Landlord shall have the right upon not less than seven (7) days written notice to the Tenant, to assume any or all of the responsibility to perform the repair and maintenance obligations relating to, but not limited to, exterior paving, exterior painting, HVAC equipment and landscape, at the Tenant's cost. Should the Landlord elect to perform any or all of the repair and maintenance obligations as aforesaid, the Tenant shall be responsible to pay to the Landlord as Additional Rent an amount or amounts required to reimburse the Landlord for such costs on demand or, if the Landlord so elects, by way of instalments on account of such costs in accordance with the provisions outlined in Section 3.02.

The Tenant acknowledges and agrees that as of the Commencement Date, there are repairs required to be immediately undertaken in respect of the roof of the Building, which repairs are detailed in the scope of work proposal provided by Flynn Roofing Service Ltd. dated September 25, 2008 (the "Report"). The Tenant agrees to complete, at its sole cost and expense, the roof repairs outlined in the Report within thirty (30) business days from the Commencement Date in accordance with the specifications set out in the Report, all to the satisfaction of the Landlord.

The Tenant covenants that it is responsible for all maintenance and repair of the roof of the Building as required by the Landlord's roof consultant at its sole cost and expense. During each year of the Term, the Landlord shall cause its roof consultant to perform an inspection of the roof of the Building and deliver a report to the Tenant detailing the scope of maintenance and repair required for that year. Within thirty (30) business days of receipt of such report, the Tenant shall, at its sole cost and expense, commence such maintenance and repair and, within a reasonable time from such commencement, complete such repairs to the satisfaction of the Landlord.

If, in any one year of the Term, the report of the Landlord's roof consultant discloses that the costs of maintenance and repair for such year are estimated to exceed \$15,000.00, and in any event prior to the eighth (8th) anniversary of the Commencement Date, then provided that the Tenant is not in default of its financial obligations under this Lease and its obligations to maintain and repair the roof of the Building as described in this Section, Landlord shall, at Landlord's sole cost and expense, replace the roof of the Building within one hundred twenty (120) days of receipt of such report.

Section 8.02 Inspection: The Tenant covenants that the Landlord or its agents at all reasonable times may enter and view the state of repair and condition of the Leased Premises; and that the Tenant will repair according to notice in writing.

Section 8.03 Leave in Repair: The Tenant covenants to leave the Leased Premises and every part thereof well painted and in good repair and good cleanliness all as otherwise provided in this Lease, and free of all refuse, grease, oil, and Hazardous Substances.

Section 8.04 Repair of Tenant's Work: The Tenant covenants to maintain and repair all Tenant's Work, including cost of repairs or replacements occasioned by perils against which the Tenant is required to insure.

Section 8.05 Notice of Accidents, Defects: The Tenant shall give to the Landlord prompt written notice of any spill, release or presence of Hazardous Substances at the Leased Premises, or of any accident to or defect in the plumbing, water pipes, heating and/or air-conditioning apparatus, electrical equipment, any fire extinguishing or sprinkler systems, and conduits or wires, or of any damage or injury to the Leased Premises or any part thereof howsoever caused. Nothing herein shall be construed, however, so as to require repairs or remediation to be made by the Landlord except as expressly provided in this Lease.

Section 8.06 Repair Where Tenant Necessitates: If the Leased Premises, or any part thereof, becomes out of repair or damaged or destroyed through the negligence, carelessness, lack of attention, repair, replacement or misuse of or by the Tenant, its subtenants, or those for whom it is in law responsible, the expense of the necessary repairs, replacements, or alterations, to the extent not recoverable from Landlord's insurance hereunder, shall be borne by the Tenant who shall pay the same to the Landlord forthwith on demand.

Section 8.07 Fire or Other Destruction: In the event of the partial or total damage or destruction of the Building or any part thereof occasioned by a peril against which the Landlord is fully insured hereunder, such that, in the opinion of the Landlord, acting reasonably, the Leased Premises are rendered untenable, Rent shall at once cease to accrue until the Building (excluding Tenant's Work), shall be rebuilt or repaired in a manner sufficient to again render the Leased Premises tenable in the opinion of the Landlord, acting reasonably, but the Tenant shall forthwith pay to the Landlord the proportionate part of the then current Rent accruing up to the time of such partial or total damage or destruction. If the Building is partially damaged but, in the opinion of the Landlord, acting reasonably, the Tenant can use and occupy and obtain access to the remaining part, Rent shall abate proportionately (as designated by the Landlord, acting reasonably) to the extent of the unusable portion, from the date of the damage until the date of restoration excluding Tenant's Work. In case of total destruction of or any substantial damage to the Building by any cause whatsoever, which, in the opinion of the Landlord, reasonably arrived at, cannot be repaired within one hundred and eighty (180) days of the occurrence of such damage or destruction (or within one hundred (100) days if the damage or destruction occurs within the last two years of the Term) the Landlord may, within sixty (60) days after the occurrence of such damage or destruction, terminate this Lease by written notice

to the Tenant, but in the absence of such notice, this Lease shall continue in full force and effect. Unless this Lease is terminated as aforesaid the Landlord will proceed with all reasonable diligence, to repair or restore damage or destruction referred to in this Section provided that Tenant shall proceed to repair, restore or replace Tenant Work. In doing so, the Landlord shall be entitled to make such changes to the Leased Premises as are required by relevant legislation or by-laws, and such other changes as the Landlord wishes provided they will not unreasonably and adversely affect Tenants' use and enjoyment of the Leased Premises.

ARTICLE NINE

TAXES

Section 9.01 Payment of Rental Taxes and Tenant's Taxes: The Tenant covenants to pay all Rental Taxes and Tenant's Taxes, as and when the same become due and payable. Where any Rental Taxes or Tenant's Taxes are payable by the Landlord to the relevant taxing authorities, the Tenant covenants to pay the amount thereof to the Landlord within five (5) business days after written demand, or as otherwise required by the Landlord.

Section 9.02 Leased Premises Taxes: The Tenant covenants to pay to the relevant taxing authorities the full amount of the Leased Premises Taxes, as and when the same become due and payable. If the Tenant wishes to contest the Leased Premises Taxes, it may do so provided that it either pays the contested taxes under protest, or deposits with the Landlord such security as the Landlord or its mortgagees may require to prevent default or jeopardy for penalty or loss. Where any of the Leased Premises Taxes are payable by the Landlord to the relevant taxing authorities, the Tenant covenants to pay the amount thereof to the Landlord within five (5) business days after written demand, or as otherwise required by the Landlord.

Section 9.03 Evidence of Tax Payment: The Tenant shall furnish to the Landlord within five (5) days after written request by the Landlord from time to time, evidence reasonably required by the Landlord confirming payment of Tenant's Taxes, Leased Premises Taxes and Rental Taxes.

Section 9.04 Payment by Landlord: The Landlord, may at its option, require the Tenant to pay Leased Premises Taxes and Rental Taxes to the Landlord as Additional Rent in accordance with the terms of this Lease, for repayment by the Landlord to the relevant taxing authorities.

ARTICLE TEN

LICENCES, ASSIGNMENTS AND SUBLETTINGS

Section 10.01 Occupancy of Premises: The Tenant shall not permit any part of the Leased Premises to be used or occupied by any persons other than the Tenant, any subtenants permitted under this

Lease, and the employees of the Tenant and any such permitted subtenant, or permit any part of the Leased Premises to be used or occupied by any licensee or concessionaire, or permit any persons to be upon the Leased Premises other than the Tenant, such permitted sub-tenants and their respective employees, customers and others having lawful business with them.

Section 10.02 Assignments and Sub-lettings: The Tenant shall not assign, mortgage or charge this Lease or sublet the whole or any part of the Leased Premises unless: (1) it shall have procured a bona fide written offer therefore to take an assignment or sublease which is not inconsistent with, and the acceptance of which would not breach any provision of this Lease if this Section is complied with, and which the Tenant has determined to accept subject to this Section being complied with, and (2) it shall have first requested and obtained the consent in writing of the Landlord thereto. Any request for such consent shall be in writing and accompanied by a true copy of such offer and the Tenant shall furnish to the Landlord all information available to the Tenant and requested by the Landlord as to the responsibility, reputation, financial standing and business and use of the proposed assignee or subtenant.

Within fifteen (15) days after the receipt by the Landlord of such request for consent and of all information which the Landlord shall have requested hereunder (and if no such information has been requested, within fifteen (15) days after receipt of such request for consent) the Landlord shall have the right upon written notice to the Tenant, if the request is to assign this Lease or sublet the whole of the Leased Premises, to cancel and terminate this Lease or if the request is to assign or sublet a part of the Leased Premises only, to cancel and terminate this Lease with respect to such part, in each case as of a termination date sixty (60) days following the giving of such notice, and in such event the Tenant shall surrender the whole or part, as the case may be, of the Leased Premises in accordance with such notice and Rent shall be apportioned and paid to the date of surrender and, if a part only of the Leased Premises is surrendered, Basic Rent shall thereafter abate proportionately. If the Landlord delivers a written notice to the Tenant to the effect that it is electing to terminate this Lease or any part thereof in accordance with the foregoing provisions, the Tenant shall have five (5) business days from the date of receipt of such written notice to withdraw its request for any assignment or sublet by delivering written notice to the Landlord to that effect and upon receipt of such notice, the Landlord's right to terminate this Lease as a result of the original request shall be suspended. Notwithstanding the foregoing, the Landlord shall have no such right to cancel and terminate the Lease as hereinbefore described in this Section 10.02 in the event that the Tenant's request for consent relates to an amalgamation by the Tenant and/or a transfer of the shares of the Tenant as provided in Section 10.03 or a sale of all or substantially all of the assets of the Tenant.

If the Landlord shall not exercise the foregoing right of cancellation then the Landlord's consent to the Tenant's request for consent to assign or sublet shall not be unreasonably withheld. The Tenant shall pay all costs and fees incurred by and administration fees of the Landlord in connection with the request for consent, including legal costs. The Tenant may enter an agreement to assign or sublet, as the case may be, only upon the terms set out in the offer submitted to the Landlord as aforesaid and not otherwise and not later than three (3) months after the Landlord's consent, and in the case of an assignment, only if the assignee covenants directly with the Landlord to assume and perform each of the covenants, obligations and agreements of the Tenant in this Lease without releasing the assignor from liability therefore and only upon execution by any or all parties hereto, including the assignee, of such other documents as may be required by the Landlord's solicitors, acting reasonably. In the event of such assignment or subletting all monies payable by the assignee,

subtenant or transferee under the Lease shall, at the option of the Landlord, be paid directly to the Landlord, who shall credit the same as and when received to payments required and reserved hereunder. The Landlord shall in addition thereto be entitled to receive any excess of such monies above those monies payable and reserved hereunder. No assignment or subletting hereunder shall relieve the Tenant from its obligations and agreements hereunder.

Section 10.03 Sale of Shares: An assignment of lease shall be construed to include an amalgamation by the Tenant and/or the transfer of shares of the Tenant (in the event that it is a limited company) which transfer effectively transfers shareholder control of the Tenant.

ARTICLE ELEVEN

TITLE

Section 11.01 Subordination:

- (a) The Tenant covenants that this Lease and everything herein contained shall be subordinate to any charge or charges from time to time created by the Landlord in respect of the Leased Premises or any part thereof by way of mortgage, including deeds of trust and instruments supplemental thereto. The Tenant hereby covenants and agrees that it will at any time from time to time, as required by the Landlord during the Term and any extension or renewal, give all such further assurances as may be reasonably required to evidence and effectuate this subordination of its rights and privileges hereunder to the holder or holders of any such charge or charges, provided however, that any such written subordination to any such charge created after the commencement of the Term shall be subject to the chargee agreeing to permit the Tenant to remain in possession of the Leased Premises during the Term, provided that it is not in default hereunder and further provided that the Tenant agrees to attorn to such chargee in possession of the Leased Premises, if and when required by such chargee.
- (b) Without limiting the general rights of the Landlord to assign this Lease, the Landlord shall be entitled to assign this Lease and/or the Rent as security for any charge upon the Leased Premises or any part thereof, and the Tenant covenants, if requested to do so, to acknowledge in writing any notice of such assignment by the Landlord.

Section 11.02 Tenant Acknowledgements: The Tenant agrees that it will from time to time within five (5) days after written request, execute and deliver to the Landlord (and, if required by the Landlord, to any prospective or actual chargee or purchaser) a certificate in writing as to the status at that time of this Lease, including as to whether this Lease is unmodified and in full force and effect (or, if modified, stating the modification and that the same is in full force and effect as modified), the amount of the Rent then being paid hereunder, the dates to which the same, by instalments or otherwise, and other charges hereunder have been paid, whether there is any existing default on the part of the Landlord of which the Tenant has notice, whether there are any deposits or prepaid Rent, and any other matters pertaining to this Lease as to which the Landlord shall request a statement. Any statement delivered pursuant hereto may be conclusively relied upon by any prospective or

actual purchaser or chargee except as to any default of the Landlord as to which the Tenant does not then have notice.

Section 11.03 Charges Against Leasehold: The Tenant covenants not to permit any builders' or other liens, mortgages or conditional sales contracts to attach to this Lease, the Leased Premises or any Tenant's Work, and that whenever and so often as any such liens, mortgages or contracts shall attach or claims or notices of lien shall be filed, the Tenant shall, within fifteen (15) days after the Tenant has notice of the claim for lien, mortgage or contract, procure the discharge or withdrawal thereof by payment or by giving security or in such other manner as is or may be required or permitted by law.

Section 11.04 No Registration: The Tenant covenants and agrees with the Landlord that it will not register a copy of this Lease. If the Tenant desires to make a registration for the purposes only of giving notice of this Lease, then the Tenant may at its cost register a caveat or notice only relating to this Lease.

Section 11.05 Sale: If the Leased Premises are sold by the Landlord the purchaser shall assume, during its period of ownership, the Landlord's covenants and agreements hereunder and the Landlord shall following such sale be released from all its covenants, obligations and agreements under this Lease.

ARTICLE TWELVE

LIABILITIES

Section 12.01 Responsibility of Landlord: The Tenant agrees that the Landlord shall have no obligation hereunder in respect of the supply or provision of any service or utility and the Tenant shall not be entitled to any compensation for any inconvenience, nuisance or discomfort occasioned by lack of any service or utility, or any defect in the Leased Premises.

Section 12.02 Claims for Compensation: No claim for compensation shall be made by the Tenant by reason of inconvenience, damage or annoyance arising from the necessity of repairing or remediating any portion of the Leased Premises, howsoever the necessity may arise.

Section 12.03 Theft: The Landlord shall not be liable for the theft of any property at any time in or about the Leased Premises.

Section 12.04 Damage by Wind and Other Causes: The Landlord shall not be liable for any damage to any property, fixtures or improvements at any time in, on or about the Leased Premises nor injury to persons caused by wind, escape or leakage or presence of smoke, gas, water, (including water

from sprinkler systems) rain, snow, steam, chemical substances, electrical or nuclear energy, the breaking of any drain, water pipe, gas pipe, electric wire, lamp, combustion chamber, nuclear conductor or reactor, nor for any accident to goods or property of the Tenant, nor for any injury to any person or persons in, on or about the Leased Premises, however any of the above may be caused.

Section 12.05 Indemnification: Notwithstanding any other provisions of this Lease to the contrary, the Tenant shall:

- (a) be liable to the Landlord for;
- (b) indemnify and hold harmless the Landlord, and its respective officers, directors, shareholders, partners, agents, advisors and employees ("Others") from and against;

any and all liabilities, claims, suits or actions costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the Landlord including costs as between a solicitor and his own client) which may be brought or made against the Landlord or Others, or which the Landlord or Others may pay or incur as a result of or in connection with:

- (c) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed;
- (d) any damage to property, including property of the Landlord, occasioned by the operations of the Tenant's business on, or the Tenant's occupation of, the Leased Premises;
- (e) any injury to person or persons, including death resulting at any time therefrom, occasioned by the operation of the Tenant's business on, or the Tenant's occupation of, the Leased Premises;
- (f) any costs or liability related to Hazardous Substances used, deposited, released, spilled, discharged, present on or left at the Leased Premises during the Term or any renewal or extension thereof;

such indemnity and hold harmless to survive the expiration of the Term.

ARTICLE THIRTEEN

ACCESS

Section 13.01 Access by Landlord: The Landlord and parties authorized by the Landlord shall be permitted at any time and from time to time, to enter and to have their authorized agents, employees and contractors enter the Leased Premises for the purpose of inspection or making repairs, alterations, removals or improvement to the Leased Premises or to have access to utilities and service facilities therein contained, and the Tenant shall provide free and unhampered access for the purpose and shall not be entitled to compensation for any inconvenience, nuisance or discomfort

- 19 -

caused thereby, but the Landlord or parties authorized by the Landlord in exercising their rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Tenant's use and enjoyment of the Leased Premises. In the event of an emergency, the Landlord may, if the Leased Premises are unattended, enter by way of master key or forcibly, without rendering the Landlord or its agents liable therefore.

Section 13.02 Exhibit: The Tenant will permit the Landlord or its representatives to exhibit the Leased Premises at all reasonable times during the Term to prospective purchasers or mortgagees and all other persons having written authority from the Landlord. The Landlord and agents of the Landlord shall also be permitted to view or conduct tests on the Leased Premises. The Landlord shall be entitled from time to time during the Term to place a notice or sign of reasonable dimensions, reasonably placed so as not to interfere with the Tenant's business, stating that the Leased Premises are for sale or, during the last Twelve (12) months of the Term, for rent.

ARTICLE FOURTEEN

OVERHOLDING

Section 14.01 Tenancy after Expiration: If, at the expiration of the Term or sooner termination hereof, the Tenant shall remain in possession without any further written agreement but with the express or implied consent of the Landlord, and in circumstances where a tenancy would thereby be implied by law, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a monthly Basic Rent equal to one-ninth of the Basic Rent payable in the year immediately preceding the termination hereof, and otherwise upon and subject to the same terms and conditions contained in this Lease, excepting provisions for any options or renewal, if any are contained herein, and nothing, including the acceptance of any Rent by the Landlord, shall extend to the contrary except a specific agreement in writing between the Landlord and the Tenant and the Tenant hereby authorizes the Landlord to apply any monies received from the Tenant in payment of Rent.

ARTICLE FIFTEEN

LANDLORD'S RIGHTS AND REMEDIES

Section 15.01 Default: If and whenever:

- (a) the Rent hereby reserved, or any part thereof, is not paid when due, or there is non-payment of any other sum which the Tenant is obligated to pay under any provision of this Lease; or
- (b) the Term or any goods, chattels, equipment or other personal property of the Tenant, shall be taken or be exigible in execution or attachment, or if a writ of execution shall issue against the Tenant; or

- 20 -

- (c) the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any statute that may be in force for bankrupt or insolvent debtors, or become involved in a winding-up proceeding, voluntary or otherwise, or if a receiver shall be appointed for the business, property, affairs or revenues of the Tenant, or if any governmental authority should take possession of the business or property of the Tenant; or
- (d) the Tenant shall fail to commence business actively and diligently from and on the Leased Premises within sixty (60) days after commencement of the Term; or
- (e) the Tenant shall make a bulk sale of its goods or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Leased Premises (other than in the routine course of business); or
- (f) the Tenant shall vacate or abandon the Leased Premises in whole or in part; or
- (g) the Tenant shall transfer or purport to transfer any portion or all of the Term or the Leased Premises without the written consent of the Landlord, in accordance with the terms of this Lease; or
- (h) the Tenant shall fail to remedy any condition giving rise to cancellation, threatened cancellation, reduction or threatened reduction of coverage under any insurance policy on the Leased Premises or any part thereof within twenty four (24) hours after notice thereof by the Landlord; or
- (i) the Tenant shall not observe, perform and keep any other of the covenants, agreements, provisions, stipulations and conditions herein to be observed, performed and kept by the Tenant and shall persist in such failure for ten (10) days after notice by the Landlord requiring that the Tenant remedy, correct, desist or comply (or in the case of any such breach which reasonably would require more than ten (10) days to rectify unless the Tenant shall commence rectification within the said ten (10) day period and thereafter promptly and diligently and continuously proceed with the rectification of the breach); (each of the foregoing subsections being an "Event of Default")

then and in any of such cases at the option of the Landlord, the full amount of the current month's and the next ensuing three (3) month's 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 may without notice or any form of legal process forthwith take possession of the Leased Premises or any part thereof in the name of the whole and remove and sell the Tenant's goods, chattels, equipment and any other property therefrom, any rule of law or equity to the contrary notwithstanding; and the Landlord may seize and sell such goods, chattels, equipment and other property of the Tenant as are in the Leased Premises or 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 Leased Premises; and such sale may be effected in the discretion of the Landlord either by public auction or by private treaty, and either in bulk or by individual item, or partly by one means and partly by another, all as the Landlord in its entire discretion may decide, and the Tenant waives and renounces the benefit of any present or future Statute or amendments thereto taking away or limiting the Landlord's right of distress.

Section 15.02 Consequences of Default: While any Event of Default under Section 15.01 remains unremedied the Landlord may terminate this Lease and the Term by giving written notice of termination to the Tenant or by posting notice of termination at the Leased Premises, and in such event the Tenant will forthwith vacate and surrender the Leased Premises. Alternatively, the Landlord may from time to time without terminating the Tenant's obligations under this Lease, make alterations and repairs considered by the Landlord necessary to facilitate a sub-letting and sub-let the Leased Premises or any part thereof as agent of the Tenant for such term or terms and at such rent or rents and upon such other terms and conditions as the Landlord in its sole discretion considers advisable. Upon each sub-letting all rent and other monies received by the Landlord from the sub-letting shall be applied first to the payment of indebtedness other than Rent due hereunder from the Tenant to the Landlord, second to the payment of costs and expenses of the sub-letting including brokerage fees and solicitors fees and the cost of alterations and repairs, and third to the payment of Rent due and unpaid hereunder. The residue, if any, shall be held by the Landlord and applied in payment of future Rent as it becomes due and payable. If the Rent received from the sub-letting during a month and any surplus then held by the Landlord to the credit of the Tenant is less than the Rent to be paid during that month by the Tenant, the Tenant will pay the deficiency to the Landlord. The deficiency will be calculated and paid monthly. No taking of possession by the Landlord will be construed as an election on its part to terminate this Lease unless a written notice of that termination is given to the Tenant or posted as aforesaid. Despite a sub-letting without termination, the Landlord may elect at any time to terminate this Lease for a previous breach. If the Landlord so terminates this Lease, the Tenant shall pay to the Landlord on demand therefore:

- (a) Basic Rent and Additional Rent accrued due up to the time of possession or termination, whichever is later, plus accelerated Rent as provided in Section 15.01;
- (b) all costs payable by the Tenant pursuant to the provisions of this Lease up until the date of possession or termination, whichever is later;
- (c) such expenses as the Landlord may incur or has incurred in connection with taking possession or terminating and re-letting, or collecting sums due or payable by the Tenant or realizing upon assets seized including without limitation brokerage expenses, legal fees and disbursements determined as between a solicitor and his own client, and including the expense of keeping the Leased Premises in good order and repairing or maintaining the same or preparing the Leased Premises for re-letting; and
- (d) as liquidated damages for the loss of Rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had the Lease not been so terminated, the amount, if any, by which the rental value of the Leased Premises for such period established by reference to the terms and provisions of this Lease, exceeds the rental value of the Leased Premises for such period established by reference to the terms and provisions upon which the Landlord re-lets them, if such re-letting is accomplished within a reasonable time after termination of this Lease, and otherwise with reference to all market and other relevant circumstances. Rental value is to be computed in each case by reducing to their present worth, at an assumed interest rate of ten (10%) per cent per annum, all Rent and other amounts to become payable for such period and where the

ascertainment of amounts to become payable requires the same, the Landlord may make estimates and assumptions of fact which will govern unless shown to be unreasonable or erroneous;

such obligations of the Tenant to survive the termination of this Lease.

Section 15.03 Alternative Remedies: The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereof as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law. No waiver by the Landlord of any of its rights with respect to a default by the Tenant shall constitute a waiver of other rights with respect to that default or a waiver of any subsequent breach of that obligation.

Section 15.04 Landlord's Right to Perform: In addition to all other remedies the Landlord may have by this Lease or by law, if the Tenant shall make default in any of its obligations hereunder, the Landlord may, at its option, perform any such obligation after five (5) days' written notice to the Tenant (or without notice in case of an emergency), and in such event the costs of performing such obligation and all Landlord overhead and related supervision charges shall be payable by the Tenant to the Landlord on demand, together with interest at the rate of six (6%) per cent per annum in excess of the minimum lending rate to prime commercial borrowers from time to time current at any Canadian bank designated by the Landlord from the date of the performance of such obligation by the Landlord until the date of payment to the Landlord.

Section 15.05 Interest on Arrears of Rent: The Tenant covenants to pay interest computed at the rate specified in Section 15.04 upon all arrears of Rent. Such interest shall be computed from the due date(s) of such Rent until the date of payment to the Landlord.

ARTICLE SIXTEEN

GENERAL PROVISIONS

Section 16.01 Lease Entire Agreement: It is hereby understood and agreed by and between the parties that the terms and conditions set forth herein, together with the terms and conditions set forth in any rules and regulations and exhibits, schedules and/or plans annexed hereto embrace the whole terms and conditions of the agreement entered into by the Landlord and Tenant with respect to the Leased Premises and supersede and take the place of any and all previous agreements or representations of any kind, written or verbal, heretofore made by anyone in reference to the Leased Premises or in any way affecting the Leased Premises and that any such rules and regulations and any exhibits, schedules and/or plans shall and do form a part of this Lease as fully as if the same were included in the main body hereof above the execution hereof by the parties. Each and every provision of this Lease shall be construed as a covenant and agreement. If any provision of this

Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of this Lease, which shall remain in force and be binding as though the said provision had never been included. This Lease may not be amended or altered except by instrument in writing formally executed by both parties, provided, however, that the Landlord shall be entitled to make and amend, and the Tenant covenants to abide by, such reasonable rules and regulations governing this Lease and the Leased Premises as are communicated to the Tenant.

Section 16.02 Notices: Any notice, statement or request herein required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if signed by or on behalf of the party giving the notice and delivered or mailed by registered prepaid post (return receipt requested), in the case of notice to the Landlord, to it at the following address:

c/o Greiner-Pacaud Management Associates
70 University Avenue, 12th Floor
Toronto, Ontario
M5J 2M4

as well as to Landlord's agents at the address at which Rent payments due hereunder are then being made, and in the case of notice to the Tenant, to it addressed to the Leased Premises or left at the Leased Premises or served personally on the Tenant or on one of the partners, officers, or employees of the Tenant. Any such notice given as aforesaid shall be conclusively deemed to have been given and received, if delivered, on the date of such delivery or, if mailed, on the third business day following the day upon which such notice is mailed. During periods of mail strike or stoppage all notices shall be delivered and not mailed. The Landlord may from time to time by notice to the Tenant change the address to which notices are to be mailed or delivered.

Section 16.03 Headings: The headings in this Lease are for convenience only and are not to be considered a part of it and do not in any way limit or amplify its terms and provisions.

Section 16.04 Agency: The Landlord may perform all or any of its obligations hereunder by or through such managing or other agency or agencies as it may from time to time determine and the Tenant shall, as from time to time directed by the Landlord, pay to any such agent any monies payable hereunder to the Landlord.

Section 16.05 Tenants' Acceptance: The taking of possession of the Leased Premises by the Tenant shall be deemed to be conclusive evidence that any improvements or work required to be undertaken by the Landlord has been completed to the satisfaction of the Tenant and that the Tenant has inspected and accepts the Leased Premises.

Section 16.06 Time of Essence: Time shall be of the essence of this Lease.

Section 16.07 Applicable Law: This Lease shall be governed by and construed in accordance with the laws in force in the Province in which the Leased Premises are situate.

Section 16.08 Joint and Several: Where the Tenant is comprised of more than one person the

obligations of the Tenant shall be joint and several.

Section 16.09 Schedules: The Schedule(s) which is/are attached hereto and which is/are incorporated into and form a part of this Lease is/are as follows:

- Schedule "A" - Sketch of Lands
- Schedule "B" - Lease Renewal Option

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement as of the day, month and year first above written.

GPM (11) GP INC.

Per: _____

Per: _____ (c/s)

LARCAN INC.

Per:  _____

Per: _____ (c/s)

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IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement as of the day, month and year first above written.

GPM (11) GP INC.

Per: David Warkentin

DAVID WARKENTIN
Senior Vice President, Investments

Per: _____ (c/s)

LARCAN INC.

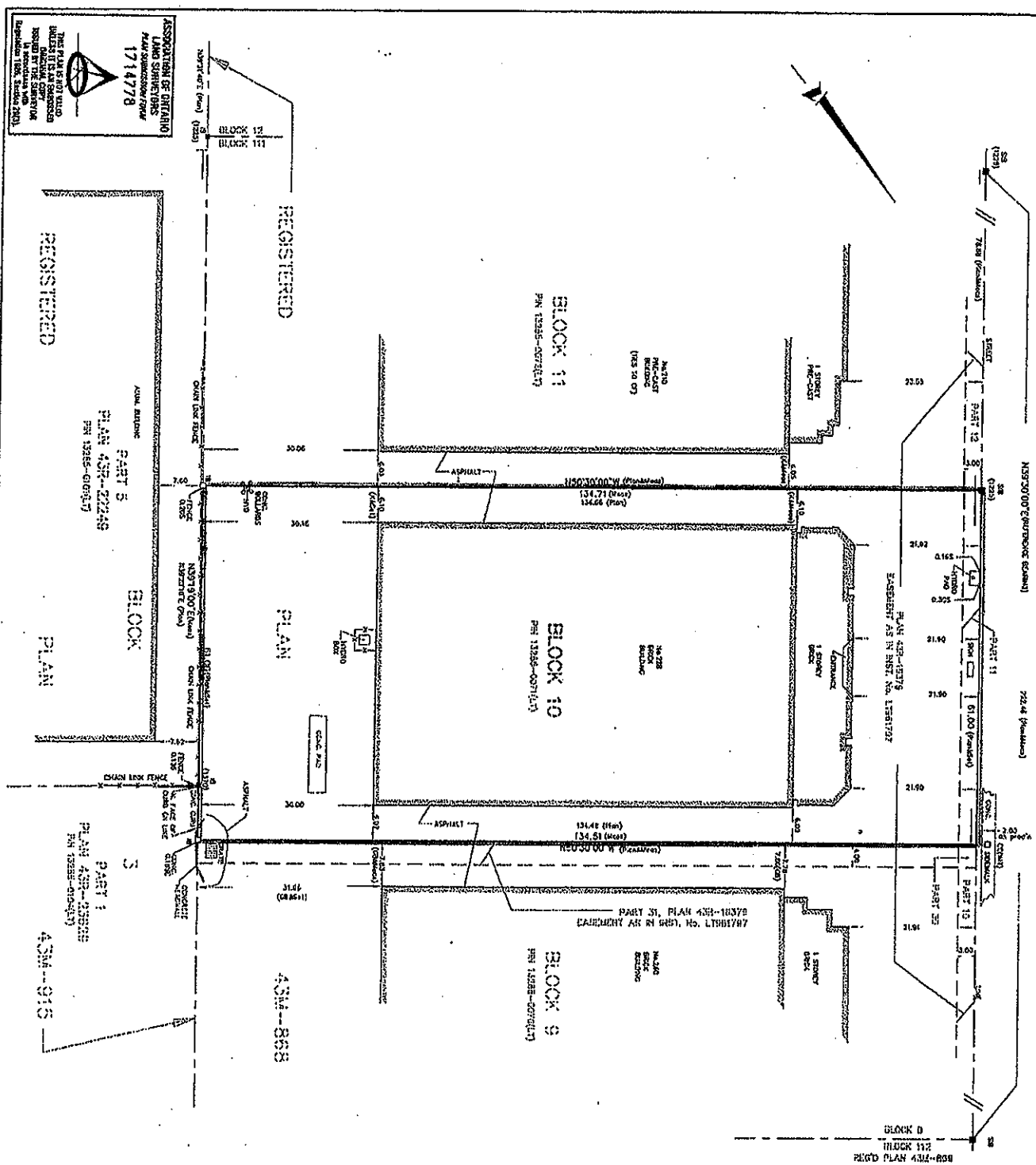
Per: _____

Per: _____ (c/s)

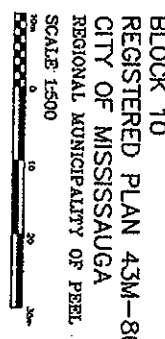
- 25 -

SCHEDULE "A"
SKETCH OF LANDS

AMBASSADOR DRIVE
 (BY REGISTERED PLAN 43M-868)
 P.M. 13265-0243



SURVEYORS REAL PROPERTY REPORT
PART 1) PLAN OF
REGISTERED PLAN 43M-868
CITY OF MISSISSAUGA
REGIONAL MUNICIPALITY OF PEEL



METRIC
 DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND
 CAN BE CONVERTED TO FEET BY DIVING BY 0.3048
 © COPYRIGHT
TOM A. SENKUS, O.L.S.

PART 2) PLAN REPORT

EASEMENTS AND/OR RIGHT-OF-WAYS
 SUBJECT TO AN EASEMENT IN FAVOR OF BELL CANADA AND HROBO
 AS IN REG. NO. U7 96197.
 NON-IDENTIFICATION
 CORNERS HAWKED/VISSESSED BY SURVEY POINTS ARE SHOWN ON PLAN
 REMARKS
 NOTE POSITION OF FENCE AND CONCRETE REMOVAL AS SHOWN ON PLAN.
 BOUNDARIES
 DISTANCES AS REASURED ARE IN GENERAL AGREEMENT WITH PROVISIONS
 SHOWN ON REGISTERED PLAN
 COMPLIANCE WITH ZONING BY-LAWS
 NO INVESTIGATION WAS MADE REGARDING MUNICIPAL
 ZONING BY-LAWS FOR SETBACK REQUIREMENTS.

THIS REPORT WAS PREPARED FOR
 BRITLISHER INC.
 AND THE UNDERSIGNED ACCEPTS NO RESPONSIBILITY
 FOR USE BY OTHER PARTIES.
 THIS REPORT REFLECTS CONDITIONS OF TIME OF SURVEY. UPDATING MAY BE
 REQUIRED TO ISSUE ADDITIONAL COPIES SUBSEQUENT TO DATE OF
 SURVEYOR'S CERTIFICATE.

- NOTES AND LEGEND**
- 1 DENOTES SLAVEY CONVEYANT PLANTED
 - 2 DENOTES STREET PAVEMENT TOLDO
 - 3 DENOTES SON BAR
 - 4 DENOTES WITNESS
 - 5 DENOTES CUR CROSS
 - 6 DENOTES REGISTERED PLAN 43M-868
 - 7 DENOTES CONCRETE FOUNDATION
 - 8 DENOTES CONCRETE FOUNDATION
 - 9 DENOTES CONCRETE FOUNDATION
 - 10 DENOTES CONCRETE FOUNDATION
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 - 20 DENOTES CONCRETE FOUNDATION

BEARING NOTE
 BEARINGS ARE ASTROLOGIC AND ARE REFERRED TO THE SOUTHERLY
 LIMIT OF AMBASSADOR DRIVE AS SHOWN ON REGISTERED PLAN 43M-868
 HAVING A BEARING OF N89°50'00\"

SURVEYORS CERTIFICATE
 I CERTIFY THAT:
 1. THE SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH
 THE SURVEY ACT AND THE REGULATIONS
 2. THE SURVEY WAS COMPLETED ON THE 5th DAY OF NOV. 2008

DATE: NOV 11 2008
T. A. SENKUS
 ONTARIO LAND SURVEYOR
TOM A. SENKUS
 ONTARIO LAND SURVEYOR
 40 BERRONS AVENUE
 TORONTO (ISHINGTON), ONTARIO
 M9B 4R7
 PHONE: (416) 237-1693
 FAX: (416) 237-0128
 FILE: 09-45
 CAD: P123456789-SPR

ASSOCIATION OF ONTARIO
 LAND SURVEYORS
 PLAN 1714778
 THIS PLAN IS NOT VALID
 UNLESS IT IS AN EASEMENT
 REFERRED BY THE SURVEY
 IN ACCORDANCE WITH
 REGULATION 1008, STATUTE 2001

SCHEDULE "B"

LEASE RENEWAL OPTION1. **Lease Renewal Option**

Provided the Tenant pays the Rent and other sums payable hereunder and performs each and every one of the covenants, provisos and agreements herein contained and on the part of the Tenant to be paid and performed, punctually and in accordance with the provisions of this Lease, and is not at the time of delivery of notice of renewal in default in performance of any of its covenants or obligations hereunder, then the Tenant shall have the option of renewing this Lease by notice in writing given to the Landlord at least Twelve (12) months prior to the expiry of the Term for an additional term of Five (5) years on the same terms and conditions as set forth in this Lease save and except that there shall be no further right of renewal and save and except that the yearly Basic Rent during the renewal term shall be the greater of the yearly Basic Rent in effect during the last year of the Term of this Lease, and the "Market Rent" for the Leased Premises. Fair Market Rent shall mean an annual fair market net rent for the Leased Premises determined as of a date ninety (90) days prior to the commencement of the renewal term. If the parties are unable to agree upon the amount of Fair Market Rent at least ninety (90) days prior to commencement of the renewal term, either party shall be entitled to have the amount thereof determined by arbitration in the manner herein provided.

Upon the written demand of either Landlord or Tenant and within ten (10) days of such demand, each of them shall name one arbitrator, and the two arbitrators so named shall promptly thereafter choose a third arbitrator. If either of the Landlord or Tenant shall fail to name an arbitrator within such period, then a second arbitrator shall, upon application by the party that named the first arbitrator, be appointed by any Judge of the Ontario Superior Court of Justice. If the two arbitrators shall fail within ten (10) days from their appointment to agree upon and appoint the third arbitrator, then upon written application by either of the arbitrators so appointed, a third arbitrator shall be appointed, by any other Judge of the Ontario Superior Court of Justice. The arbitrators so chosen shall proceed immediately to hear and determine the question or questions in dispute and the decision of the arbitrators, or majority of them, shall be made within forty-five (45) days after the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, in the event the arbitrators, or majority of them fail to make a decision within sixty (60) days after the appointment of the third arbitrator, then either the Landlord or the Tenant may elect to have new arbitrators chosen in like manner as if none had been previously selected. The decision of the arbitrators, or a majority of them shall be drawn up in writing and signed by the arbitrators, or a majority of them, and shall be binding upon the Landlord and Tenant as to the question or questions so submitted to arbitration and the Landlord and Tenant shall be bound by such decision. The provisions of this clause shall be deemed to be a submission to arbitration within the provisions of the Ontario Arbitration Act, and any other statutory modification or re-enactment thereof. The compensation of the arbitrators and the ancillary expenses of such arbitration shall be borne equally by the Landlord and Tenant.

If the basic net rent payable during the renewal term has not been determined by the commencement thereof, the Tenant shall pay interim monthly instalments on account thereof equivalent to one eighth of the basic net rent payable during the last year of the term, and upon

final determination of annual basic rent for the renewal term, an appropriate adjustment shall be made and any overpayment or underpayment shall be forthwith paid to the party entitled, together with interest thereon at 1% in excess of the prime commercial lending rate at any Canadian chartered bank designated by the Landlord, accruing from each date of underpayment or overpayment, as the case may be.

Tab B

This is Exhibit.....B.....referred to in the affidavit of...Michael O'Sullivan

LEASE AMENDING AGREEMENT sworn before me, this.....15th.....

THIS LEASE AMENDING AGREEMENT made as of the 11th day of January, 2010.....October.....2014


.....
A COMMISSIONER FOR TAKING AFFIDAVITS

BETWEEN:

GPM (11) GP INC.
(hereinafter called "the Landlord")

OF THE FIRST PART

- and -

LARCAN INC.
(hereinafter called "the Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 5th day of December, 2008 (the "Lease") entered into between GPM (11) GP Inc. (the "Landlord"), and Larcán Inc. (the "Tenant"), the Landlord leased to the Tenant lands and building municipally known as 228 Ambassador Drive, in the City of Mississauga, in the Province of Ontario, and which premises are more particularly described in Schedule "A" attached thereto (the "Demised Premises"), for a term of ten (10) years commencing the 5th day of December, 2008 and ending the 4th day of December, 2018 subject to the terms and conditions therein contained; and
- B. The parties are further bound subject to the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

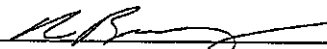
- 1. The parties acknowledge that the Landlord has signed the Landlord's Waiver, Acknowledgement and Agreement (the "Landlord's Waiver") requested by the Canadian Imperial Bank of Commerce and attached hereto as Schedule "A."
- 2. The Landlord acknowledges that it has received a cheque in the amount of Twenty-Two Thousand, Twenty-Six Dollars and Forty-Nine Cents (\$22,046.49) to be held on file as additional security, in accordance with the terms set out for such security in the Lease.
- 3. All other terms and conditions of the Lease are hereby ratified and confirmed.
- 4. The meanings of expressions or words capitalized and used in this Agreement shall be as defined in the Lease.
- 5. Each of the parties hereto shall promptly sign such further and other documents and do and perform such further and other acts and things that another party may reasonably deem necessary or desirable in order to give effect to this Agreement and any part hereof.
- 6. The parties hereto do in all other respects hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood that all the terms and expressions when used in this Agreement have the same meaning as they have in the Lease, unless otherwise defined herein.
- 7. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- 8. This Agreement shall be governed by the laws of the Province of Ontario.



9. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement. Each of the parties hereto may execute this Agreement by signing any such counterpart. Each party hereto agrees that a copy of any signature page of this Agreement with a facsimile form of the signature of the person or persons signing this Agreement on behalf of such party shall constitute all required evidence of the execution and delivery of this Agreement by such party, it being agreed by the parties that execution of this Agreement by facsimile transmission is binding. Each party that executes this Agreement by facsimile transmission, shall as soon as reasonably practicable thereafter forward to each of the other parties originally executed copies of the same.

IN WITNESS WHEREOF the parties hereto have duly executed this Assignment of Lease.

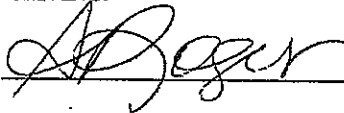
GPM (11) GP INC.

Per: 

Per: _____ (c/s)

I/We have the authority to bind the Corporation

LARCAN INC.

Per: 

Per: _____ (c/s)

I/We have the authority to bind the corporation



SCHEDULE "A"

LANDLORD'S WAIVER

LANDLORD'S WAIVER, ACKNOWLEDGEMENT AND AGREEMENT

THIS LANDLORD'S WAIVER, ACKNOWLEDGEMENT AND AGREEMENT (the "Agreement") is made and entered into as of this 30th day of November, 2009, by and between GPM (11) GP INC. (the "Landlord"), and Canadian Imperial Bank of Commerce (the "Lender").

WHEREAS:

- A. Landlord is the owner of the real property commonly known as 228 Ambassador Road, Mississauga, ON. L5T 2J2 (the "Premises").
- B. Landlord has entered into that certain lease dated the 5th day of December, 2008 (the "Lease") with Larcan Inc. (the "Tenant") with respect to the Premises.
- C. Lender has entered into a loan agreement dated August 14, 2009 (the "Loan Agreement") with Tenant, and to secure the obligations arising under such Loan Agreement and each of the other instruments, agreements, or documents executed and delivered in connection therewith, Tenant will grant to Lender a security interest in and lien upon certain of the assets of Tenant situate in or upon the Premises, limited to the collateral set out in Schedule "A" attached hereto (collectively, the "Collateral").

NOW, THEREFORE, in consideration of any financial accommodations extended by Lender to Tenant at any time, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Waiver of Distress

While the Lender continues to have a security interest in the Collateral pursuant to the Loan Agreement, Landlord hereby waives all rights of distress against the Collateral.

2. Default Under Loan Agreement

Landlord acknowledges and agrees that, while Lender continues to have a security interest in the Collateral pursuant to the Loan Agreement, upon receiving written notification from Lender of a default by Tenant under the Loan Agreement, Landlord will permit Lender, for a period of time not to exceed sixty (60) days from the date of receipt of such notice, to enter upon and into the Premises during regular business hours to access the Collateral. Lender may access the Collateral on such terms provided that:

- (a) Lender will comply with any security or escort requirements or other reasonable requirements imposed by Landlord in accordance with the Lease;
- (b) The payments of gross rent and other money due or otherwise outstanding under the Lease (including any per diem charges based thereon as determined by

SCHEDULE "A"

LANDLORD'S WAIVER (CONT.)

- 2 -

Landlord) are made in accordance with the Lease and all other obligations of Tenant under the Lease are complied with by Lender;

- (c) Lender provides to Landlord a certificate of property and liability insurance naming Landlord an insured, which insurance shall be in an amount of not less than \$5,000,000 per occurrence or evidence that Tenant's insurance policy in respect of the Premises pursuant to the Lease remains in full force and effect to the benefit of Landlord; notwithstanding the foregoing, the Lender shall be permitted to self-insure, but shall be deemed for the purposes of this Agreement to have satisfactorily taken out such insurance;
- (d) Lender shall promptly repair any damage caused to the Premises as a result of the removal of the Collateral, shall comply with all applicable laws in connection with any such removal (including but not limited to all applicable environmental laws) and shall promptly take all action to restore the Premises to its original base and fully leasable condition upon the removal of the Collateral, including but not limited to removing excess wiring, plumbing and mechanical accessories and repairing and re-instating any holes, voids, abandoned vents or other such deficiencies associated with the Collateral being removed;
- (e) Lender hereby agrees that it shall indemnify and save Landlord harmless in respect of any losses, costs, claims, third party actions, damages and expenses which Landlord may suffer as a result of Lender's exercise of its rights under this section.

3. Lender's Right to Cure Default

While the Lender holds a security interest in the Collateral pursuant to the Loan Agreement, Landlord shall send to Lender a concurrent copy of any notice of default under the Lease sent to Tenant. Landlord shall not terminate the Lease if Lender cures each default which would result in such termination within the cure period set forth in the Lease, and Landlord agrees to accept such cure by Lender, provided that in no event shall failure of the Landlord to send such notice result in any extension, delay, postponement or other such change to the cure period set forth in the Lease so long as the cure period set forth in the Lease shall, with respect to Lender, only commence following receipt of the notice of default by Lender.

Except as provided in this Agreement (including, without limitation, paragraph 4 below), no action by Lender pursuant to this Agreement shall be deemed to be an assumption by Lender of any obligation under the Lease and Lender shall not have any obligation to Landlord under the Lease.

If Lender fails to remedy any default in accordance with the provisions of this Agreement and Landlord elects to terminate the Lease then, subject to Lender's rights as set forth in this Agreement, Lender shall have no further right, title, interest or estate in or to the Premises or any portion thereof.

SCHEDULE "A"

LANDLORD'S WAIVER (CONT.)

- 3 -

4. Termination of Lease

This Agreement shall terminate on the earlier of (i) the repayment by Tenant of its indebtedness pursuant to the Loan Agreement and the discharge by Lender of the security against the Collateral and (ii) the date of the termination or surrender of the Lease. In the event that the Lease is terminated prior to its natural expiration for any reason, including, without limitation, as a result of Tenant's default under the Lease or a rejection or repudiation of the Lease in a bankruptcy proceeding, Landlord shall provide written notice to Lender of such termination (the "Termination Notice") and the following shall apply:

- (a) Upon Lender's written request to Landlord within ten (10) business days of Lender receiving notice of such termination, (a) Landlord and (x) Lender or (y) a third-party assignee of Lender that is acceptable to Landlord pursuant to the criteria set forth in Article 11.02 of the Lease shall enter into a new lease on the same terms and conditions as the Lease (including, without limitation, the same rent and the same unexpired term of the Lease as existed on the day immediately preceding the day upon which the Lease would otherwise have terminated); provided that (i) Lender or such third-party assignee shall cure (and Landlord agrees to accept such cure) all existing defaults under the Lease, whether or not the applicable cure periods with respect to such defaults have lapsed, (ii) upon such cure and execution of such new lease, Lender or such third-party assignee assumes all of Tenant's obligations under the Lease (provided that, in any event, Tenant shall also remain liable to Landlord for all such obligations), and (iii) Lender or such third-party assignee will reimburse Landlord for all reasonable costs and expenses incurred in entering into such new lease, including but not limited to legal fees and administrative costs. In the event Lender fails to provide its written request to Landlord within ten (10) business days of Lender receiving notice of such termination, Lender will be deemed to have waived its right to enter into a new lease with Landlord as outlined in this paragraph.
- (b) In the event that Lender does not request to enter into a new lease in respect of the Premises pursuant to subsection (a) above, Landlord agrees that it will permit Lender for a period of time not to exceed thirty (30) days from the, to enter upon and into the Premises during regular business hours to access the Collateral in strict accordance with the terms and conditions set forth in Section 2(a) through (e) above.

5. Tenant hereby acknowledges and consents to this waiver, consent and agreement and irrevocably directs Landlord to co-operate with Lender and to allow Lender to remove the Collateral. Tenant confirms to Landlord that it may rely on a written notice received from Lender confirming that it is entitled to remove the Collateral and, upon receipt of such notice, Tenant hereby irrevocably authorizes Landlord to allow Lender to exercise the rights granted to Lender hereunder without any obligation on Landlord to make inquiries of Tenant as to the legitimacy of such notice and Tenant hereby releases Landlord from any claims it may have as a result of the exercise by Lender of the rights granted to Lender hereunder and, specifically, the removal of the Collateral and the occupancy of the Premises for such purposes.

SCHEDULE "A"
LANDLORD'S WAIVER (CONT.)

- 4 -

6. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

7. This Agreement may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the Province of Ontario and the laws of Canada applicable therein.

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SCHEDULE "A"

LANDLORD'S WAIVER (CONT.)

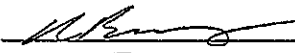
- 5 -

IN WITNESS WHEREOF, this Landlord's Agreement is entered into as of the date first set forth above.

LANDLORD

c/o GPM Investment Management
70 University Avenue, Suite 1200
Toronto ON M5J 2M4
Attention: Dave Becket
Telephone: (416) 864-6524
Facsimile: (416) 864-1737

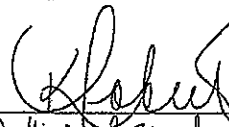
GPM (11) GP INC.

By: 
Title: CFO

LENDER

199 Bay Street
Fourth Floor
Toronto, ON M5L 1A2
Attention: Dave Van Dyck
Telephone: (416) 304-4136
Facsimile: (416) 980-5352

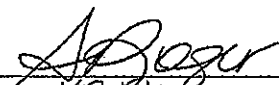
Canadian Imperial Bank of Commerce

By: 
Title: Authorized Signatory

Acknowledged, agreed to and accepted by
Tenant this ___ day of _____, 2009

Larcán Inc.
228 Ambassador Drive
Mississauga, ON L5T 2J2
Attention: Susan Roger
Telephone: (905) 696-3890
Email: sroger@larcán.com

LARCAN INC.

By: 
Title: VP Finance

10

SCHEDULE "A"
LANDLORD'S WAIVER (CONT.)

Schedule "A"

Collateral

The Tenant has granted to the Lender a security interest over all of the Tenant's personal property, assets, rights and undertaking of every nature and kind now or at any time and from time to time, wherever situate, including, without limiting the generality of the foregoing: all chattels, accounts receivable, inventory, equipment, leasehold interests, intangibles, and the proceeds thereof.

Tab C

Government
of Canada Gouvernement
du Canada

Canada

Industry Canada

Home > Corporations > Corporations Canada > Search for a Federal Corporation

Corporations Canada

Federal Corporation Information - 8552851

[Glossary of Terms used on this page](#)[Return to Search Results](#)[Start New Search](#)**Corporation
Number**

8552851

Business Number (BN)

102973260RC0002

Governing Legislation

Canada Business Corporations Act - 2013-09-19

Corporate Name

LARCAN INC.

Status

Active

Registered Office Address228 AMBASSADOR DRIVE
MISSISSAUGA ON L5T 2J2
CanadaActive CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required.**Directors****Minimum**

1

Maximum

10

DirectorsYABIN XING
98 NAHANNI DRIVE
RICHMOND HILL ON L4B 4L4
CanadaActive CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required.**Annual Filings****Anniversary Date (MM-DD)**

09-19

This is Exhibit.....^C.....referred to in the
affidavit of.....Michael O'Sullivan.....
sworn before me, this.....15th.....
day of.....October.....20...14
A COMMISSIONER FOR TAKING AFFIDAVITS

Date of Last Annual Meeting

Not Available

Annual Filing Period (MM-DD)

09-19 to 11-18

Type of Corporation

Not Available

Status of Annual Filings

2014 - Due to be filed

Corporate History

Corporate Name History

2013-09-19 to Present
LARCAN INC.

Certificates and Filings

Certificate of Amalgamation

2013-09-19

Corporations amalgamated:

- 8006130
- 8006148
- 8578842
- 8578834
- 1243471

Request ID: 016895500
Transaction ID: 55559803
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/10/01
Time Report Produced: 09:52:51
Page: 1

BUSINESS NAMES REPORT

**Business name registered under
the *Business Names Act***

SUMA SCIENTIFIC

Business Identification Number

230876674

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

228 AMBASSADOR DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 2J2

Business Address in Ontario

228 AMBASSADOR DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 2J2

Activity being carried out

PRODUCTS FOR CATV AND TELEPHONY NETWORKS

Registration Date

2013/09/05

Expiry Date

2018/09/04

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2013/09/05

Request ID: 016895500
Transaction ID: 55559803
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/10/01
Time Report Produced: 09:52:51
Page: 2

BUSINESS NAMES REPORT

**Business name registered under
the *Business Names Act***

SUMA SCIENTIFIC

Business Identification Number

230876674

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

LARCAN INC.

Corp. Registered/Head Office Address

228 AMBASSADOR DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 2J2

Corporate Number

504687

Jurisdiction of Corporation

CANADA

Corporation Status

REFER TO JURISDICTION

Person Authorizing the Registration

BEGGS,
MARK
O.

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Request ID: 016895510
Transaction ID: 55559829
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/10/01
Time Report Produced: 09:53:32
Page: 1

BUSINESS NAMES REPORT

Business name registered under the *Business Names Act*

SUMA SCIENTIFIC

Business Identification Number

240496737

Business Type

BUSINESS NAME - CORPORATION

Mailing Address

228 AMBASSADOR DRIVE
MISSISSAUGA
ONTARIO
CANADA, L5T 2J2

Business Address in Ontario

228 AMBASSADOR DRIVE
MISSISSAUGA
ONTARIO
CANADA, L5T 2J2

Activity being carried out

BROADCAST SOLUTIONS COMPANY

Registration Date

2014/05/20

Expiry Date

2019/05/19

Renewal Date

NOT APPLICABLE

Amendment Date(s)

NOT APPLICABLE

Last Document Filed

NEW REGISTRATION

Cancellation Date

NOT APPLICABLE

Last Document Filed Date

2014/05/20

Request ID: 016895510
Transaction ID: 55559829
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/10/01
Time Report Produced: 09:53:32
Page: 2

BUSINESS NAMES REPORT

**Business name registered under
the *Business Names Act***

SUMA SCIENTIFIC

Business Identification Number

240496737

Business Type

BUSINESS NAME - CORPORATION

Corporation Name

LARCAN INC.

Corp. Registered/Head Office Address

228 AMBASSADOR DRIVE

MISSISSAUGA
ONTARIO
CANADA, L5T 2J2

Corporate Number

504687

Jurisdiction of Corporation

CANADA

Corporation Status

REFER TO JURISDICTION

Person Authorizing the Registration

BELL,
STEVEN

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.



Canadian Intellectual
Property Office

An Agency of
Industry Canada

Office de la propriété
intellectuelle du Canada

Un organisme
d'Industrie Canada

Canada

Canadian Intellectual Property Office

Canadian trade-mark data

Third-Party Information Liability Disclaimer

[Back to search](#)

The database was last updated on: 2014-09-30

APPLICATION NUMBER:

1653076

REGISTRATION NUMBER:

not registered

STATUS:

SEARCHED

FILED:

2013-11-12

FORMALIZED:

2013-11-22

APPLICANT:

Larcan Inc.
228 Ambassador Drive
Mississauga
L5T 2J2
ONTARIO

AGENT:

JULIAN L. DOYLE
(BEARD, WINTER LLP)
130 ADELAIDE ST. WEST
SUITE 701
TORONTO
ONTARIO M5H 2K4

REPRESENTATIVE FOR SERVICE:

JULIAN L. DOYLE
(BEARD, WINTER LLP)
130 ADELAIDE ST. WEST
SUITE 701
TORONTO
ONTARIO M5H 2K4

TRADE-MARK (Design):

suma
SCIENTIFIC

MARK DESCRIPTIVE REFERENCE:

SUMA SCIENTIFIC & Design**INDEX HEADINGS:**

SUMA SCIENTIFIC

VIENNA INFORMATION:**VIENNA INFORMATION****Code Description**

25.7.1 Surfaces or backgrounds covered with repeated geometrical figures or designs

25.7.3 Surfaces or backgrounds covered with squares or rectangles (except a 25.7.4)

26.11.1 One line or one band

26.11.12 Curved lines or bands (except a 26.11.13)

WARES:

(1) Data processing apparatus; computer programmes; identity cards, magnetic; computer peripheral devices; computer software; encoders; encoded cards; monitoring programs computer programs; integrated circuit cards; transmitters; telecommunication apparatus; modems; optical communication instruments; communication networks; audio receivers and video receivers; sound transmitting apparatus; coaxial cables; fiber optic cables; remote controllers.

SERVICES:

(1) Radio broadcasting; television broadcasting; message sending; communications by telephone; communications by computer terminals; cellular telephone communication; transmission of messages and images; communications by fiber optic networks; telecommunications services; teleconferencing services; providing user access to a global computer network; chatroom services; providing access to databases; electronic transmission of messages, data and documents.

(2) Technical research; project studies (technical -); research and development services; development of construction projects; computer programming; computer software design; design, development and consultancy in the field of computer hardware; computer systems analysis; computer system design; conversion of data or documents from physical to electronic media; data conversion of computer programs; computer software consultancy; computer virus protection service; providing search engines for the internet; and monitoring of computer systems by remote access.

CLAIMS:

Used in CANADA since at least as early as September 2013.

Action Information

<u>ACTION</u>	<u>DATE</u>	<u>BF</u>	<u>COMMENTS</u>
Filed	2013-11-12		
Created	2013-11-22		
Formalized	2013-11-22		
Search Recorded	2014-07-28		
Examiner's First Report	2014-08-04	2015-02-04	

[Back to search](#) [Back](#)

Last updated: 2014-09-30

TAB D

This is Exhibit D referred to in the affidavit of Michael O'Sullivan sworn before me, this 15th day of October 2014



(11) GP Inc.

70 University Avenue, Suite 1200
Toronto, Ontario M5J 2M4
T. (416) 864.0040 F (416) 864.1737
www.gpma.ca

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

July 10, 2014

HAND DELIVERED & POSTED AT PREMISES AS OF THE DATE HEREOF

Larcan Inc.
228 Ambassador Drive
Mississauga, Ontario
L5T 2J2

with a copy to:

Canadian Imperial Bank of Commerce
199 Bay Street
Fourth Floor
Toronto, Ontario
M5L 1A2

To Whom It May Concern:

Re: Lease (the "Lease") dated December 5, 2008 between Larcan Inc. (the "Tenant") and GPM (11) GP Inc. (the "Landlord") pursuant to which the Tenant leases certain premises (the "Premises") known as 228 Ambassador Drive, Mississauga, Ontario from the Landlord

As Landlord, we hereby notify you that due to the Tenant's abandonment of the Premises, the Tenant has committed a default under the Lease pursuant to Section 15.01(f) of the Lease. In accordance with Section 15.02 of the Lease, the Landlord hereby terminates the Lease effective immediately and declares the term of the Lease at an end, but expressly reserves all of the Landlord's rights and remedies under the Lease.

All keys to the Premises shall be returned to the Landlord forthwith. Effective immediately, the Landlord shall be changing the locks to the Premises and the Tenant shall have no further rights to enter upon the Premises.
Yours truly,

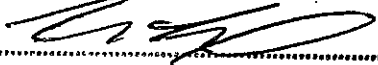
GPM (11) GP INC.

Per:

Michael O'Sullivan
Director, Asset Management

cc: Canadian Imperial Bank of Commerce
Attention: Dave Van Dyck

TAB E

This is Exhibit E referred to in the
 affidavit of Michael O'Sullivan
 sworn before me, this 15th
 day of October 2014

 A COMMISSIONER FOR TAKING AFFIDAVITS

70 University Avenue
 Suite 1200
 Toronto, Ontario
 M5J 2M4
 Tel: 416.864.0040
 Fax: 416.864.1737



(11) GP INC.

FACSIMILE COVER SHEET

TO: CIBC
 ATTN: Mr. Dave Van Dyck
 FAX #: 416.980.5352
 FROM: Mike O'Sullivan
 SUBJECT: Notice of Termination
 DATE: July 10, 2014
 PAGES: 4
 (incl cover sheet)

PLEASE CONTACT AMANDA @ (416) 864-6541 IF YOU DO NOT RECEIVE ALL PAGES

COMMENTS:

Please find attached a notice of Termination with regards to:

Landlord's Waiver and Acknowledgement Agreement (the "Acknowledgement Agreement") made as of November 30, 2009 among Canadian Imperial Bank of Commerce (the "Lender"), Larcam Inc. (the "Tenant") and GPM (11) GP Inc. (the "Landlord") in respect of a lease (the "Lease") dated December 5, 2008 between the Tenant and the Landlord in respect of the Tenant's lease of certain premises (the "Premises") known as 228 Ambassador Drive, Mississauga, Ontario from the Landlord

Please feel free to contact me should you have any questions.

Thank you.

Michael O'Sullivan
 Director, Asset Management
 416.864.6528

THE INFORMATION CONTAINED IN THE TELECOPY IS CONFIDENTIAL AND INTENDED ONLY FOR THE USE OF THE RÉCIPIENT NAMED ABOVE. If you have received this telecopy in error, please notify us immediately by telephone and destroy the copy received. Thank you for your cooperation:



(11) GP Inc.

70 University Avenue, Suite 1200
 Toronto, Ontario M5J 2M4
 T. (416) 864.0040 F (416) 864.1737
 www.gpma.ca

July 10, 2014

BY FACSIMILE TRANSMISSION
FAX: 416-980-5352

Canadian Imperial Bank of Commerce
 199 Bay Street
 Fourth Floor
 Toronto, Ontario
 M5L 1A2

Attention: Mr. Dave Van Dyck

Dear Sir:

Re: Landlord's Waiver and Acknowledgement Agreement (the "Acknowledgement Agreement") made as of November 30, 2009 among Canadian Imperial Bank of Commerce (the "Lender"), Larcan Inc. (the "Tenant") and GPM (11) GP Inc. (the "Landlord") in respect of a lease (the "Lease") dated December 5, 2008 between the Tenant and the Landlord in respect of the Tenant's lease of certain premises (the "Premises") known as 228 Ambassador Drive, Mississauga, Ontario from the Landlord

In accordance with Section 3 of the Acknowledgement Agreement, we hereby advise you that we have terminated the Lease (the "Termination") as set out pursuant to a letter to the Tenant dated the date hereof (the "Termination Letter"), a copy of which such Termination Letter was provided to the Lender and has been posted at the Premises as of the date hereof.

As set out in the Termination Letter, the Tenant abandoned the Premises, constituting a default under Section 15.01(f) of the Lease. Given the nature of the default committed by the Tenant, the Lender is not entitled to exercise its cure rights pursuant to Section 3 of the Acknowledgement Agreement.

As a result of the Termination, the Landlord confirms that the Acknowledgement Agreement will be terminated as of the date hereof pursuant to Section 4(ii) of the Acknowledgement Agreement, unless the Lender exercises its rights pursuant to Section 4(a) of the Acknowledgement Agreement to enter into a new lease with the Landlord.

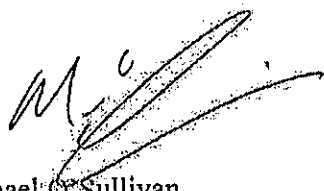
.../2

In accordance with the terms of Section 4(a) of the Acknowledgement Agreement, please notify us in writing within ten (10) business days of receipt of this letter if the Lender wishes to exercise its right to enter into a new lease with the Landlord on the same terms and conditions as the Lease. If we do not receive such notice within the 10 business day period, the Lender will be deemed to have waived its right to enter into a new Lease with the Landlord pursuant to Section 4(b) of the Acknowledgement Agreement.

Yours truly,

GPM (11) GP INC.

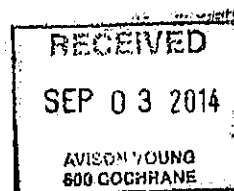
Per:

A handwritten signature in black ink, appearing to read "Michael O. Sullivan", with a long horizontal flourish extending to the right.

Michael O. Sullivan
Director, Asset Management

Tab F

This is Exhibit F referred to in the
 affidavit of Michael P. Sullivan
 sworn before me, this 15th
 day of October 2014



[Signature]
 A COMMISSIONER FOR TAKING AFFIDAVITS

THE ATTORNEY GENERAL
 STATE OF ARKANSAS
 DUSTIN McDANIEL

Meredith Blaise Rebsamen
 Assistant Attorney General

Direct dial: (501) 682-1316
 Facsimile: (501) 682-7371
 E-mail: meredith.rebsamen@arkansasag.gov

August 25, 2014

Hayden Ormsby
 Avison Young Senior Property Manager
 600 Cochrane Drive, Suite 220
 Mail Box #7
 Markham, ONT L3R 5K3

Re: DEMAND FOR IMMEDIATE RETURN OF EQUIPMENT

To whom it may concern:

LARCAN is in possession of certain equipment that belongs to Arkansas Educational Television Network (AETN). AETN hereby demands the immediate return of its equipment.

In June 2014, AETN shipped various equipment pieces to the attention of Debbie Degenaar at LARCAN's Head Office in Ontario, Canada via UPS for repair. It has come to AETN's attention that LARCAN has closed its head office in Ontario. AETN has made repeated attempts to contact LARCAN's head office, as well as LARCAN USA in Colorado, to discuss the return of the equipment but to no avail.

On June 12, 2014, AETN shipped to LARCAN two power supply modules, Part # 41D1982. On June 19, 2014, AETN shipped another power supply module for Part #41D1982. On June 20, 2014, AETN shipped a transmitter switcher control panel. AETN does not have the part number for the control panel but Part # 30C1573 identifies the circuit board in the control panel. AETN's records show that these equipment parts were received by LARCAN on June 17, 25 and 26, respectively. In addition, LARCAN is in possession of an Anvil shipping container, in which AETN shipped the power supply modules to LARCAN.

Chief Transmission Engineer, Greg Miller, has tried contacting LARCAN repeatedly to inquire about the progress of the repairs. Now LARCAN has shut its doors without notification to AETN on the location or status of its equipment.

323 Center Street, Suite 200 • Little Rock, Arkansas 72201
 Telephone (501) 682-2007 • Fax (501) 682-8084
 INTERNET WEBSITE • <http://www.arkansasag.gov>

August 25, 2014
Page 2 of 2

Please contact me immediately to discuss the return of AETN's equipment. AETN is prepared to take any and all legal action necessary to secure the return of its equipment, all of which is essential to the continued operation of its network.

Thank you for your prompt attention to this matter.

Yours very truly,




Meredith Blaise Rebsamen
Assistant Attorney General

MBR/kd

TAB G

DODICK LANDAU

This is Exhibit G referred to in the
affidavit of Michael O'Sullivan
sworn before me, this 15th
day of October 2014

A COMMISSIONER FOR TAKING AFFIDAVITS

To Whom It May Concern,

This is to advise that Dodick Landau Inc. consents to act as Trustee in Bankruptcy pursuant to the Bankruptcy and Insolvency Act in the Bankruptcy of Larcan Inc.

Dated at Toronto, this 6th day of October 2014.

Dodick Landau Inc.-Trustee

Per:



Rahn Dodick, CPA, CIRP

Dodick Landau Inc.
4646 Dufferin Street, Suite 6
Toronto, ON M3H 5S7
Phone: (416) 645-0552
Fax: (416) 649-7725

TAB H


CONSENT AGREEMENT

THIS AGREEMENT dated as of the 9th day of September, 2013.

BETWEEN:

GPM (11) GP INC.
a company incorporated under the
Laws of the Province of Ontario

(hereinafter referred to as the "Landlord")

This is Exhibit.....H.....referred to in the
affidavit of...Michael D'Sullivan
sworn before me, this.....15th
day of...October.....2014

A COMMISSIONER FOR TAKING AFFIDAVITS

OF THE FIRST PART

- and -

LARCAN INC.
a company incorporated under the
Laws of the Province of Ontario

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

WHEREAS:

A. By a lease dated the fifth day of December, 2008, as amended by a lease amending agreement dated January 11, 2010 (the "Lease"), the Landlord leased to the Tenant, for and during a term of ten (10) years, expiring on the 4th day of December, 2018 (the "Term"), certain lands and premises municipally known as 228 Ambassador Drive, Mississauga, Ontario, and as more particularly described in the Lease (the "Leased Premises");

B. As at the date hereof, the corporate shares of the Tenant were beneficially owned and controlled as follows:

<u>Name of Shareholder</u>	<u>Percentage of Shares Held</u>
Tristan Capital Inc.	60%
Steven Bell Family Trust:	22%
Rod Schaaf Family Trust:	18%

hereinafter collectively referred to as the "Original Shareholder";

C. Sections 10.02 of the Lease (as applied to a change of control pursuant to Section 10.03 of the Lease) contains a covenant on the part of the Tenant not to effect any change in control of the Tenant by the party holding such voting control at the date of execution of the Lease, without notifying the Landlord in each instance; and

D. The Tenant has notified the Landlord of the transfer ("Transfer") of Fifty-One percent (51%) of its corporate shares which were beneficially owned and controlled by Tristan Capital Inc. as to 30.6%, Steven Bell Family Trust as to 11.22% and Rod Schaaf Family Trust as to 9.18% to Sunavision International Group Co. (the "New Shareholder"), as of the ____ day of September, 2013, (the "Effective Date"), subject to and upon the terms and conditions herein set out.

The Parties hereto agree as follows:

1. The consideration for this Agreement is the mutual covenants and agreements between the parties to this Agreement (the "Parties") and the sum of Two Dollars (\$2.00) that has been paid by the each of the Parties to each other, the receipt and sufficiency of which is hereby acknowledged by all Parties to this Agreement.



2. The Parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.

3. The Landlord hereby acknowledges and consents to the Transfer, upon the terms and conditions contained in this Agreement.

4. This consent does not constitute a waiver of the necessity for notification of any further change in the control of the Tenant existing as at the Effective date, which must be effective in accordance with the terms of the Lease.

5. The Parties confirm that in all other respects, the terms, covenants and conditions of the Lease remain unchanged, unmodified and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement have the same meaning as they have in the Lease, unless otherwise defined herein.


6. This Agreement shall enure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, executors, administrators, estate trustees, personal representatives, successors and permitted assigns.

7. This Agreement shall be governed by the laws of the Province of Ontario.

8. The Tenant pay to the Landlord, together with execution and delivery of this Agreement, the Landlord's legal fees of \$750.00 plus HST (\$847.50 total) incurred with respect to this consent and Agreement and any administration fees of the Landlord, together with harmonized sales tax thereon.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day, month and year first above written.

LANDLORD:
GPM (11) GP INC.

Per:  c/s
Name: DAVID WARKENTIN
Title: Senior Vice President, Investments

I have authority to bind the Corporation.

TENANT:
LARCAN INC.

Per: _____ c/s
Name:
Title:

Per: _____ c/s
Name:
Title:

I/We have the authority to bind the Corporation.

[Balance of Signatures on Next Page]



ORIGINAL SHAREHOLDERS:
TRISTAN CAPITAL INC.

Per: _____ c/s
Name: Title:

I/We have the authority to bind the Corporation.

STEVEN BELL FAMILY TRUST

Per: _____
Name: _____
Trustee

We have the authority to bind the Trust.

ROD SCHAAF FAMILY TRUST

Per: _____
Name: _____
Trustee

We have the authority to bind the Trust.

[Balance of Signatures on Next Page]

NEW SHAREHOLDER:
SUMAVISION INTERNATIONAL GROUP CO.

Per: _____ c/s
Name: Title:

Per: _____ c/s
Name: Title:

I/We have the authority to bind the Corporation.

Tab I



(11) GP Inc.

October 3, 2014

Via Courier

WITH PREJUDICE

Julian Doyle,
 Director, Suma Scientific Inc. and Service Agent for Larcan Inc.
 Beard Winter LLP
 130 Adelaide St W,
 Suite # 701
 Toronto, ON
 M5H 2K4


RE Larcan Inc. leased premises (228 Ambassador Drive)

I write on behalf of GPM (11) GP Inc. ("GPM"). GPM is a landlord pursuant to a lease dated December 5, 2008 (the "Lease") with Larcan Inc. ("Larcan"). Larcan was a tenant at 228 Ambassador Drive, Mississauga, Ontario (the "Premises") pursuant to the Lease. We understand that Sumavision Technologies Co. Ltd ("Sumavision") is the parent company of Larcan and Suma Scientific Inc. is its Canadian affiliate. You have been identified as a director of Suma Scientific Inc., and a service agent for Larcan Inc. in respect of its trade-marks.

On or about July 8, 2014, Rod Schaaf of Larcan advised that Sumavision had terminated all Larcan staff, abandoned the Premises, and left personal property on the Premises (excluding fixtures, the "Property"). As a result of this abandonment, GPM terminated the Lease by letter dated July 10, 2014.

We understand that no Larcan employees remain at the Premises. Since the abandonment of the Premises, representatives of GPM have contacted Sumavision on a number of occasions to, among other things, ask Sumavision to take steps to remove the Property from the Premises, or to take steps to wind-up or bankrupt Larcan, or otherwise deal with its creditors. While the Property remains in the Premises, GPM is unable to re-lease the Property. GPM has suffered and is continuing to suffer damages as a result of Larcan's breach of the Lease. Among other things, \$42,902.10 of rent payments were unpaid at the date of abandonment of the Premises, occupation rent of \$42,902.10 per month continues to accrue while the Property remains in the Premises, and 3 months' arrears equivalent to \$128,706.30 is due and payable immediately due to Larcan's default under the Lease.

Sumavision has indicated that its only interest is to obtain certain of the Property that Sumavision claims belongs to it. We understand that Sumavision does not intend to bring a bankruptcy or other application to wind-up Larcan in Canada.

This is Exhibit I referred to in the
 affidavit of Michael D'Sullivan
 sworn before me, this 15th
 day of October 2014

 A COMMISSIONER FOR TAKING AFFIDAVITS

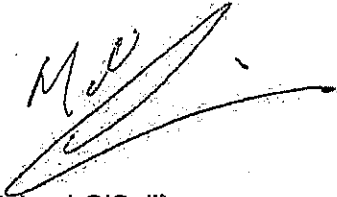
70 University Avenue, Suite 1200
 Toronto, Ontario M5J 2M4
 T. (416) 864.0040 F (416) 864.1737
 www.gpma.ca

Accordingly, GPM intends to seek a bankruptcy application to ensure that the Property is dealt with appropriately by a trustee with access to the books and records of Larcan, who can determine Property ownership, dispose of the Property and deal with creditor claims. GPM will be seeking to recover its costs of such steps in priority to other creditors. GPM also reserves all rights and remedies as against Sumavision directly.

Former Larcan employees have confirmed that Larcan owes unpaid wages to its employees. You are advised that in the event that a bankruptcy order is issued, the directors and officers of the debtor company may be liable to its employees for unpaid wages and any other amounts provided for in Section 119 of the *Canada Business Corporations Act*.

We are writing to request that Larcan, and/or its parent Sumavision confirm immediately that they will take steps to deal with the Property at the Premises and with creditors of the company, ensuring that in any event the Property is removed from the Premises by no later than October 31, 2014. Alternatively, we request that you expressly consent to a bankruptcy application by GPM. If we do not receive a response from you by October 7, 2014, we will proceed to serve and file a bankruptcy application, to be heard at the earliest available court date.

Yours truly,



Michael O'Sullivan
Director, Asset Management

c.c.: Sharon Kour – McCarthy Tetrault



(11) GP Inc.

70 University Avenue, Suite 1200
 Toronto, Ontario M5J 2M4
 T. (416) 864.0040 F (416) 864.1737
 www.gpma.ca

October 3, 2014

Via Courier

WITH PREJUDICE

Yabin Xing
 Director, Larcan Inc.
 98 Nahanni Drive
 Richmond Hill, ON
 L4B 4L4

RE Larcan Inc. leased premises (228 Ambassador Drive)

I write on behalf of GPM (11) GP Inc. ("GPM"). GPM is a landlord pursuant to a lease dated December 5, 2008 (the "Lease") with Larcan Inc. ("Larcan"). Larcan was a tenant at 228 Ambassador Drive, Mississauga, Ontario (the "Premises") pursuant to the Lease. We understand that Sumavision Technologies Co. Ltd ("Sumavision") is the parent company of Larcan and Suma Scientific Inc. is its Canadian affiliate. You have been identified as a director of Larcan Inc.

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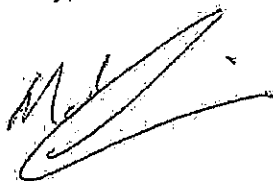
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Yours truly,



Michael O'Sullivan
Director, Asset Management

c.c.: Sharon Kour – McCarthy Tetrault



(11) GP Inc.

70 University Avenue, Suite 1200
 Toronto, Ontario M5J 2M4
 T. (416) 864.0040 F (416) 864.1737
 www.gpma.ca

October 3, 2014

Via Email (walter@sumascientific.com and wangtao@sumavision.com)

WITH PREJUDICE

Walter Wang
 President, Sumavision Int'l
 Suma Scientific
 1218 Commerce Court
 Lafayette, CO
 80026

RE Larcan Inc. leased premises (228 Ambassador Drive)

I write on behalf of GPM (11) GP Inc. ("GPM"). GPM is a landlord pursuant to a lease dated December 5, 2008 (the "Lease") with Larcan Inc. ("Larcan"). Larcan was a tenant at 228 Ambassador Drive, Mississauga, Ontario (the "Premises") pursuant to the Lease. We understand that Sumavision Technologies Co. Ltd ("Sumavision") is the parent company of Larcan and Suma Scientific Inc. is its Canadian affiliate.

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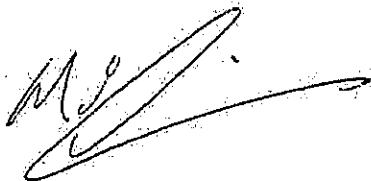
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Yours truly,

A handwritten signature in black ink, appearing to read 'M. O'Sullivan', with a long horizontal flourish extending to the right.


Michael O'Sullivan
Director, Asset Management

c.c.: Sharon Kour – McCarthy Tetrault

Tab J

Request ID: 016895437
 Transaction ID: 55559562
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

This is Exhibit J referred to in the
 affidavit of Michael P. Sullivan
 sworn before me, this 15th
 day of October 2014

 A COMMISSIONER FOR TAKING AFFIDAVITS

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2426225	SUMA SCIENTIFIC INC.	2014/07/11
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
JULIAN L. DOYLE 130 ADELAIDE STREET WEST		NOT APPLICABLE
Suite # 701		New Amal. Number
TORONTO		NOT APPLICABLE
ONTARIO		Notice Date
CANADA M5H 2K4		NOT APPLICABLE
		Letter Date
Mailing Address		NOT APPLICABLE
JULIAN L. DOYLE 130 ADELAIDE STREET WEST		Revival Date
Suite # 701		NOT APPLICABLE
TORONTO		Continuation Date
ONTARIO		NOT APPLICABLE
CANADA M5H 2K4		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum Maximum	in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 016895437
Transaction ID: 55559562
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/10/01
Time Report Produced: 09:43:21
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2426225

SUMA SCIENTIFIC INC.

Corporate Name History

Effective Date

SUMA SCIENTIFIC INC.

2014/07/11

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:
Name (Individual / Corporation)

Address

JULIAN
L.
DOYLE

130 ADELAIDE STREET WEST

Suite # 701
TORONTO
ONTARIO
CANADA M5H 2K4

Date Began

First Director

2014/07/11

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 016895437
 Transaction ID: 55559562
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2014/10/01
 Time Report Produced: 09:43:21
 Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2426225	SUMA SCIENTIFIC INC.

**Administrator:
 Name (Individual / Corporation)**

JULIAN
 L.
 DOYLE

Address

130 ADELAIDE STREET WEST

 Suite # 701
 TORONTO
 ONTARIO
 CANADA M5H 2K4

Date Began	First Director	
2014/07/11	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	

**Administrator:
 Name (Individual / Corporation)**

JULIAN
 L.
 DOYLE

Address

130 ADELAIDE STREET WEST

 Suite # 701
 TORONTO
 ONTARIO
 CANADA M5H 2K4

Date Began	First Director	
2014/07/11	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	

Request ID: 016895437
Transaction ID: 55559562
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2014/10/01
Time Report Produced: 09:43:21
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2426225

SUMA SCIENTIFIC INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA INITIAL RETURN

1

2014/07/21 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Canadian Intellectual
Property OfficeAn Agency of
Industry CanadaOffice de la propriété
intellectuelle du CanadaUn organisme
d'Industrie Canada

Canada

Canadian Intellectual Property Office

Canadian trade-mark data

Third-Party Information Liability Disclaimer

[Back to search](#)

The database was last updated on: 2014-09-30

APPLICATION NUMBER:

1685628

REGISTRATION NUMBER:

not registered

STATUS:

SEARCHED

FILED:

2014-07-17

FORMALIZED:

2014-07-18

APPLICANT:Suma Scientific Inc.
130 Adelaide St. W.
Suite 701
Toronto
M5H 2K4
ONTARIO**AGENT:**JULIAN L. DOYLE
(BEARD, WINTER LLP)
130 ADELAIDE ST. WEST
SUITE 701
TORONTO
ONTARIO M5H 2K4**REPRESENTATIVE FOR SERVICE:**JULIAN L. DOYLE
(BEARD, WINTER LLP)
130 ADELAIDE ST. WEST
SUITE 701
TORONTO
ONTARIO M5H 2K4**TRADE-MARK (Design):**

MARK DESCRIPTIVE REFERENCE:**Suma Scientific & Design****INDEX HEADINGS:**

SUMA SCIENTIFIC

VIENNA INFORMATION:**VIENNA INFORMATION****Code Description**

25.7.1 Surfaces or backgrounds covered with repeated geometrical figures or designs

25.7.3 Surfaces or backgrounds covered with squares or rectangles (except a 25.7.4)

26.11.1 One line or one band

26.11.6 Thick lines, bands

26.11.12 Curved lines or bands (except a 26.11.13)

WARES:

(1) Data processing apparatus; identity cards, magnetic; computer peripheral devices; encoders; encoded cards; integrated circuit cards; transmitters; telecommunication apparatus; modems; optical communication instruments; communication networks; audio receivers and video receivers; sound transmitting apparatus; coaxial cables; fiber optic cables; remote controllers

SERVICES:

(1) Radio broadcasting; television broadcasting; message sending; communications by telephone; communications by computer terminals; cellular telephone communication; transmission of messages and images; communications by fiber optic networks; telecommunications services; teleconferencing services; providing user access to a global computer network; chatroom services; providing access to databases; electronic transmission of messages, data and documents.

(2) Technical research; project studies (technical); research and development services; development of construction projects; computer programming; design, development and consultancy in the field of computer hardware; computer systems analysis; computer system design; conversion of data or documents from physical to electronic media; data conversion of computer programs; computer virus protection service; providing search engines for the internet; and monitoring of computer systems by remote access

CLAIMS:

Proposed Use in CANADA.

Action Information

<u>ACTION</u>	<u>DATE</u>	<u>BF</u>	<u>COMMENTS</u>
Filed	2014-07-17		
Created	2014-07-17		
Formalized	2014-07-18		
Search Recorded	2014-07-28		
Examiner's First Report	2014-08-04	2015-02-04	

[Back to search](#) [Back](#)

Last updated: 2014-09-30

Tab K

This is Exhibit K referred to in the affidavit of Michael P. Sullivan sworn before me, this 15th day of October 2014


A COMMISSIONER FOR TAKING AFFIDAVITS



JULIAN L. DOYLE

LL.B., Osgoode Hall Law School, 1983
Law, University of Warwick, England, 1980
B.A. Political Science, McGill University, 1976

PRACTICE AREAS

- Business Acquisitions and Dispositions
- Debt and Equity Financings
- Non-Profit Entities and Charities

- Securities and Corporate Governance
- Technology and Intellectual Property

CONTACT

- 416.306.1771
- jdoyle@beardwinter.com

CALL TO THE BAR

- 1985 (ON)

ASSOCIATIONS

- Canadian Bar Association

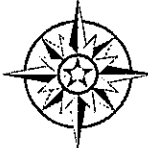
Julian has a broad based corporate/commercial and securities practice in which he acts for a wide variety of businesses, advising them on matters of mergers and acquisitions, debt and equity financings, corporate governance, risk management, commercial contracts, financial and regulatory matters.

Julian is also very active in the rapidly growing technology and entertainment areas and he provides advice on a wide range of licensing, regulatory compliance, intellectual property, information technology and e-commerce issues.

A significant part of Julian's practice involves advising Canadian and non-Canadian clients on international trade and international financing matters and he is active in assisting clients to achieve their objectives in multiple jurisdictions.

Julian also advises a broad spectrum of Canadian charities and, in particular, advises foreign charities which wish to extend their activities into Canada.

Julian is a director of a number of private and public companies. Julian has been a lecturer in business law at the Bar Admissions Course.




BEARD WINTER
LAWYERS LLP

BEARD WINTER LLP | 130 Adelaide Street, West, Suite 701 Toronto, ON M5H 2K4
beardwinter.com

Tab L

Moon-de Kemp, Emilia

From: Walter wang <wangtao@sumavision.com>
Sent: Tuesday, October 07, 2014 8:21 PM
To: 'Mike O'Sullivan'
Cc: Kour, Sharon; hltanlawyer@sina.com
Subject: 答复: Larcan Bankruptcy

This is Exhibit L referred to in the
affidavit of Michael O'Sullivan
sworn before me, this 15th
day of October, 2014

A COMMISSIONER FOR TAKING AFFIDAVITS

Michael:
Our company replay are the following:

Sumavision was only the shareholder, not real operator of Larcan. Steven, Rod and Mark were real operator of Larcan no matter when. So please contact them to deal with;

Best Regards

Walter Wang

Sumavision Tech. CO.,LTD
Global Investment President
Mobile: +86-13911484721
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发件人: Mike O'Sullivan [<mailto:mosullivan@iamgroup.ca>]
发送时间: 2014 年 10 月 4 日 3:05
收件人: Walter wang (wangtao@sumavision.com); walter@sumascientific.com
抄送: Kour, Sharon (skour@mccarthy.ca)
主题: Larcan Bankruptcy

Walter,

Please review the letter attached.

Regards

Michael O'Sullivan
Director, Asset Management
IAM Real Estate Group (formerly GPM Investment Management)

Integrated Asset Management Corp.
70 University Avenue, Suite 1200
Toronto, ON M5J 2M4
D 416.864.6528
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mosullivan@iamgroup.ca (please note new email address)
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Sent: Friday, October 03, 2014 3:02 PM
To: Mike O'Sullivan
Subject: Attached Image

**IN THE MATTER OF THE BANKRUPTCY OF LARCAN INC.
of the City of Mississauga, in the Province of Ontario**

Court File No. 31-OR-208051-T

**ONTARIO
SUPERIOR COURT OF JUSTICE
In Bankruptcy and Insolvency**

Proceeding Commenced at Toronto

**AFFIDAVIT OF MICHAEL O'SULLIVAN
(MOTION FOR SUBSTITUTED SERVICE)**

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Lawyers for the Applicant,
GPM (11) GP Inc.

DOCS 13860931

Court File No. 31-OR-208051-T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

MASTER

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TUESDAY, THE 18th

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DAY OF NOVEMBER, 2014

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**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO**

ORDER

ON THE APPLICATION of GPM (11) GP Inc. (“GPM”), a creditor, of Larcán Inc. (“Larcán”) filed the ● day of ●, 2014 and upon reading the notice of motion of the applicant GPM, the affidavit of Michael O’Sullivan sworn on October 9, 2014, the bankruptcy application in respect of Larcán issued October 10, 2014, the affidavit of verification of statements in application of Michael O’Sullivan Sworn October 9, 2014, filed.

ON HEARING the solicitor for the said applicant, and it appearing to the court that Larcán has ceased to meet its liabilities generally as they become due in that Larcán has failed to pay the debts due to the applicant and to its other creditors.

1. **THIS COURT ORDERS** that Larcán of the City of Mississauga in the Province of Ontario, previously carrying on business at 228 Ambassador Drive, Mississauga, Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. **THIS COURT ORDERS** that Rahn Dodick of Dodick Landau Inc., in the Province of Ontario, is hereby appointed trustee of the estate of the bankrupt.

3. **THIS COURT ORDERS** that the costs of the applicant creditor be paid out of the estate of the bankrupt.

IN THE MATTER OF THE BANKRUPTCY OF LARCAN INC.
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO

Court File No: 31-OR-208051-T

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

Proceeding commenced at Toronto

ORDER

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
Email: skour@mccarthy.ca

Lawyers for the Applicant

13829825

Tab 3

Court File No. 31-OR-208051-T



**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.**

of the City of Mississauga, in the Province of Ontario

APPLICATION FOR BANKRUPTCY ORDER

GPM (11) GP Inc. of the City of Toronto, hereby makes an application to the Court that Larcán Inc. be adjudged bankrupt and that a bankruptcy order be made in respect of the property of Larcán Inc. of the city of Mississauga in the Province of Ontario, lately carrying on business at 228 Ambassador Road, Mississauga, Ontario and say:

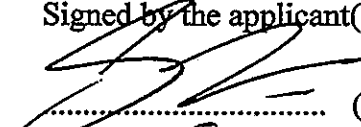
1. That the said Larcán Inc. has at some time during the six months preceding the filing of this application carried on business at 228 Ambassador Road, Mississauga, Ontario within the jurisdiction of this Court.
2. That the said Larcán Inc. is justly and truly indebted to GPM (11) GP Inc. in the sum exceeding \$170,000.
3. That GPM (11) GP Inc. does not, nor does any person on behalf of GPM (11) GP Inc., hold any security on the said debtor's property, or on any part thereof, for the payment of the said sum.
4. That Larcán Inc. has, within the six months preceding the date of the filing of this application has committed the following act of bankruptcy, namely, the debtor has ceased to meet its liabilities generally as they become due.

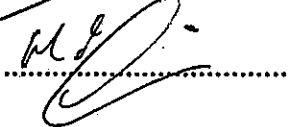
5. That Rahn Dodick, President of Dodick Landau Inc., is a person qualified to act as trustee of the property of the said debtor, has agreed to act as such and is acceptable to the undermentioned creditors:

Creditor	Address	Amount of Debt
GPM (11) GP Inc.	70 University Ave, Suite 1200 Toronto, ON M5J 2M4	Exceeding \$170,000

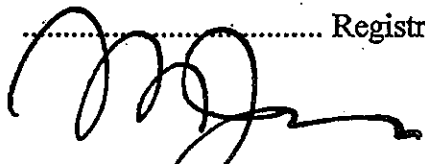
Dated at Toronto this 9th day of October, 2014.

Signed by the applicant(s) in my presence.


..... (Signature of witness)


..... (Signature of applicant)

Issued at the City of Toronto, in the Province of Ontario this ^{1st} 10, day of October, 2014.

..... Registrar of Bankruptcy


Master M. Jean

Date: _____

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
of the City of Mississauga, in the Province of Ontario**

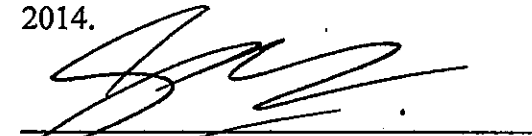
**AFFIDAVIT OF TRUTH OF
STATEMENTS IN APPLICATION
(sworn October 9, 2014)**

I, Michael O'Sullivan, Director, Asset Management at IAM Real Estate Group (formerly GPM Investment Management), an affiliate of the Applicant, GPM (11) GP Inc., and having personal knowledge of these matters, make oath and say:


That Larcana Inc. is justly and truly indebted to GPM (11) GP Inc. in the sum exceeding \$170,000, as stated in the said application.

That the facts alleged in the said application are within my own knowledge and are true.

SWORN BEFORE ME at the City of
Toronto, on the 9th day of October,
2014.



Commissioner for Taking Affidavits



Michael O'Sullivan

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.**

of the City of Mississauga, in the Province of Ontario

Court File No.

TAKE NOTICE THAT an Application for a Bankruptcy Order be made in respect of your property and will be heard before the presiding Bankruptcy Judge in Court, (or if unopposed, before the Registrar in Bankruptcy) at 393 University Avenue, in the City of Toronto, Ontario, on day the day of , 2014, at the hour of 10:00 o'clock in the forenoon or so soon thereafter as the Application can be heard.

AND FURTHER TAKE NOTICE THAT if

Notice of Cause against the Application is not filed in Court and a copy thereof served on the solicitor for the Applicants at least two days before the hearing, and if you do not appear at the hearing, the Court may make a Bankruptcy Order on such proof of the statements in the Application as the Court shall think sufficient.

DATED at Toronto, Ontario this 10th day of October, 2014.

**ONTARIO
SUPERIOR COURT OF JUSTICE**
Proceeding commenced at Toronto

**AFFIDAVIT OF TRUTH OF STATEMENTS
IN APPLICATION**

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Heather Meredith LSUC#: 48354R
Tel: (416) 601-8342
Fax: (416) 868-0673
Email: hmmeredith@mccarthy.ca

Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
Email: skour@mccarthy.ca

Lawyers for the Applicant

IN THE MATTER OF THE BANKRUPTCY OF LARCAN INC.
of the City of Mississauga, in the Province of Ontario

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
Proceeding Commenced at Toronto

TAKE NOTICE THAT an Application for a Bankruptcy Order be made in respect of your property and will be heard before the presiding Bankruptcy Judge in Court, (or if unopposed, before the Registrar in Bankruptcy) at 393 University Avenue, in the City of Toronto, Ontario, on ~~12th~~ day the 18th day of November, 2014, at the hour of 10:00 o'clock in the forenoon or so soon thereafter as the Application can be heard.

APPLICATION FOR
BANKRUPTCY ORDER

AND FURTHER TAKE NOTICE THAT if Notice of Cause against the Application is not filed in Court and a copy thereof served on the solicitor for the Applicants at least two days before the hearing, and if you do not appear at the hearing, the Court may make a Bankruptcy Order on such proof of the statements in the Application as the Court shall think sufficient.

DATED at Toronto, Ontario this 10th day of October, 2014.

McCarthy Tétrault LLP
Box 48, Suite 5300
Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Heather Meredith LSUC#: 48354R
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Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673

Lawyers for the Applicant Creditor,
GPM (11) GP Inc.

13811357

Tab 4

Court File No. 31-OR-208051-T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

MASTER

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TUESDAY, THE 18th

DAY OF NOVEMBER, 2014

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO**

ORDER

ON THE APPLICATION of GPM (11) GP Inc. ("**GPM**"), a creditor, of Larcan Inc. ("**Larcan**") filed the • day of •, 2014 and upon reading the notice of motion of the applicant GPM, the affidavit of Michael O'Sullivan sworn on October 9, 2014, the bankruptcy application in respect of Larcan issued October 10, 2014, the affidavit of verification of statements in application of Michael O'Sullivan Sworn October 9, 2014, filed.

ON HEARING the solicitor for the said applicant, and it appearing to the court that Larcan has ceased to meet its liabilities generally as they become due in that Larcan has failed to pay the debts due to the applicant and to its other creditors.

1. **THIS COURT ORDERS** that Larcan of the City of Mississauga in the Province of Ontario, previously carrying on business at 228 Ambassador Drive, Mississauga, Ontario, be adjudged bankrupt by virtue of a bankruptcy order hereby made on this date.

2. **THIS COURT ORDERS** that Rahn Dodick of Dodick Landau Inc., in the Province of Ontario, is hereby appointed trustee of the estate of the bankrupt.

3. **THIS COURT ORDERS** that the costs of the applicant creditor be paid out of the estate of the bankrupt.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceeding commenced at Toronto

ORDER

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Fax: (416) 868-0673
Email: skour@mccarthy.ca

Lawyers for the Applicant

13829825

Tab 5

Court File No. 31-OR-208051-T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

MASTER

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TUESDAY, THE 18th

DAY OF NOVEMBER, 2014

**IN THE MATTER OF THE BANKRUPTCY OF
LARCAN INC.
OF THE CITY OF MISSISSAUGA, IN THE PROVINCE OF ONTARIO**

ORDER

On the application of GPM (11) GP Inc. (“GPM”), and reading the affidavit verifying it, of Michael O’Sullivan, of the City of Toronto, in the province of Ontario, and the bankruptcy application filed on the ● day of ●, 2014:

1. **THIS COURT ORDERS** that GPM is granted leave to effect substituted service on Larcán Inc. of its bankruptcy application, the affidavit verifying it, and the affidavit of Michael O’Sullivan sworn October 15, 2014, 2014 in support of GPM’s motion for substituted service (together, the “**Bankruptcy Application**”), by the following means:

- (a) by electronic transmission of the Bankruptcy Application and a copy of this order, as issued, to Walter Wang at walter@sumascientific.com and wangtao@sumavision.com;
- (b) by sending by courier a copy of the Bankruptcy Application and a copy of this order, as issued, to Yabing Xing at 98 Nahanni Drive, Richmond Hill, Ontario L4B 4L4; and

- (c) by sending by courier a copy of the Bankruptcy Application and a copy of this order, as issued, to Julian Doyle at 130 Adelaide St W, Suite 701, Toronto, Ontario M5H 2K4.
2. **THIS COURT ORDERS** that service of the Bankruptcy Application will be effective two days after all of the foregoing steps have been completed.
3. **THIS COURT ORDERS** that the all further steps in respect of the application may proceed forthwith without notice to Larcan Inc.
-

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

Proceeding commenced at Toronto

**ORDER
(MOTION FOR SUBSTITUTED SERVICE)**

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Fax: (416) 868-0673
Email: skour@mccarthy.ca

Lawyers for the Applicant

13829717

**IN THE MATTER OF THE BANKRUPTCY OF LARCAN INC.
of the City of Mississauga, in the Province of Ontario**

Court File No. 31-OR-208051-T

**ONTARIO
SUPERIOR COURT OF JUSTICE
In Bankruptcy and Insolvency**

Proceeding Commenced at Toronto

MOTION RECORD

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Email: hmeredith@mccarthy.ca

Sharon Kour LSUC#: 58328D
Tel: (416) 601-8305
Email: skour@mccarthy.ca

Lawyers for the Applicant,
GPM (11) GP Inc.

DOCS 13866380