

Commercial Lease

BETWEEN:

Jordan Rosenzweig, having a place of business at 720 Décarie, suite 235, Boulevard, City of Saint-Laurent, Quebec H4L 3L5.

(Hereinafter called the “***Landlord***”)

AND:

Laslo Doru
11111 Cavendish #302
Saint Laurent, (Québec)
H4R 2M8
laslodoru@yahoo.com
(514) 743-2536

carrying on business under the trade name
“**Romcan Electronics**”
(Hereinafter called the “***Tenant***”)

AND:

Laslo Doru
11111 Cavendish #302
Saint Laurent, (Québec)
H4R 2M8
laslodoru@yahoo.com
(514) 743-2536

(Hereinafter selectively and solidarity called the “***Guarantor***”)

LEASE dated the ____ day of _____, _____

In consideration of the rents and agreements hereinafter contained, the parties agree to lease the premises described below on the following terms and conditions:

(1) NET LEASE

This Lease is intended by the parties to be an absolutely net lease to Landlord, except as otherwise expressly provided herein. Any amount and any obligation, which is not expressly declared herein to be that of Landlord, shall be deemed to be an obligation of Tenant to be performed and paid for by Tenant.

(2) LEASED PREMISES

The Landlord hereby leases to the Tenant those certain premises bearing number **207**, (the "**Leased Premises**") in the building located at **997 Décarie Boulevard** in the City of **Saint Laurent, province of Québec, Canada** (the "**Building**"). The Tenant acknowledges having seen and examined the said Leased Premises and declares being satisfied therewith.

(3) TERM

The present Lease is made for a term of **three (3) years**, which term shall commence on **July 1, 2014** (the "**Lease Commencement Date**") and expire on **June 30, 2017** (the "**Term**").

(4) RENTAL

Throughout the Term of the Lease, Tenant shall pay to Landlord an amount as base rental of four hundred and sixty three dollars and fifty cents (\$463.50) (plus G.S.T. & P.S.T.) per month (the "**Base Rent**") plus the Proportionate Share of Operating Expenses and Taxes herein in Schedule "A", as those terms are defined herein in Schedule "B", along with electricity and heat (Natural Gas) (the "**Additional Rent**"), in equal and consecutive monthly installments by way of Cheque. "**Rental**" shall mean all amounts determined under the present Article 4 of the Lease and payable by the Tenant in accordance with this Lease.

The Tenant shall assume and be responsible for all charges; costs and expenses related to Tenant's repairs, licenses and permits related to business, Operating Expenses, business, Taxes and service taxes, and insurance for the business. Prior to the beginning of each Term of Lease, the Tenant shall supply the Landlord with a series of twelve (12) postdated cheques covering the monthly installments to become due during said year. The Tenant shall provide the Landlord with first and last months rental in advance of taking possession of the Leased Premises. The Tenant shall provide a VOID cheque in order for the Landlord to authorize direct withdrawal from Tenant's bank account for the Term of the Lease. All Rental shall at all times be payable to the Landlord on the first (1st) day of each month without any reduction, deduction, set-off or compensation.

BaseRent shall increase five percent (5%) per year, calculated on each previous year, or CPI + two percent (2%) whichever is higher, during the Term of the Lease.

For greater clarity, Consumer Price Index "CPI" means "C.P.I." – means the consumer price index "all items" (not seasonally adjusted) of the greater Montreal region, which index is published by Statistics Canada or any other entity responsible for such matter or if not published, the index that would be most similar to it and designated by Landlord, with the required adjustments if the comparison base or calculation is different.

For the purpose herein, the Proportionate Share shall mean the ratio of the leasable area of the Leased Premises to the leasable area of all premises in the Building, including the Leased Premises, but excluding basements and mezzanines for which no Operating Expenses or Taxes can be recovered, and also excluding, at Landlord's discretion, (a) any premises for which no Taxes and no Operating Expenses may be recovered; and (b) premises or areas designated by the Landlord from time to time as being used as mechanical, storage, administrative or other similar uses or for non-retail use. This ratio may vary in the event of an increase or a reduction of the leasable area of the Leased Premises or of the leasable area of the Building.

(5) USE OF THE LEASED PREMISES

The Leased Premises shall be used and occupied by the Tenant for the purpose of carrying a **electronic sales and service** and for no other purpose (the **"Use of the Leased Premises"**). The Leased Premises may not under any circumstances be used for residential purposes throughout the Term of the Lease. Any change in the Tenant's Use of the Leased Premises must be approved in writing by the Landlord. Tenant shall conduct its permitted Use of the Leased Premises under the trade name set forth in the present Lease.

The Tenant shall not place or install any sign, advertisement or notice in the Building or the Leased Premises whether inside or outside without the written consent of the Landlord. All signage must also be approved by the city. The Tenant must abide by city's rules and regulations. Any improper signs resulting in fines to the Landlord shall be the Tenant's responsibility to pay.

The Landlord, acting reasonably, shall have the right to relocate the Tenant to any other suitable and similar premises within the Building or any other similar building, the whole, at the Landlord's cost.

The Landlord, acting reasonable, shall have the right to relocate, rearrange or change the location or use of the Building or other parts of the Building from those existing at any time, either during the Term and any renewal thereof or prior to the Lease Commencement Date and without the Tenant's consent.

(6) CONDITIONS

This Lease is made subject to the following clauses and conditions, which the Tenant hereby binds and obliges itself to fulfill and execute namely:

- (a) The Tenant may not sell, transfer or assign his rights into the present Lease or sublet the Leased Premises or sell, transfer or assign his business without the written prior consent of the Landlord, if such consent is given to the Tenant, it is understood that the Tenant will remain solidarily responsible for the fulfillment of all the conditions and obligations of the present Lease including any renewals thereof without the benefit of division and discussion, throughout the Term and any renewal thereof, as the case may be.
- (b) The Tenant shall obtain the written prior consent of the Landlord before changing the Use of the Leased Premises or effecting any Renovations.
- (c) The Tenant shall furnish the Leased Premises with and maintain at all times therein a sufficient quantity of furniture, fixtures and other marketable effects to secure the payment of at least one full year's Rental.
- (d) Any and all consents require the Landlord's written approval.

(7) INSURANCES

During the Term hereof and any renewal thereof, as the case may be, Tenant shall contract and maintain in force, at its sole cost and expense, with an insurer licensed to do business in the province of Quebec and acceptable to the Landlord, the following insurance policies:

- a) a comprehensive general liability insurance including, but not limited to property damage, bodily injury death, personal injury, "all risks" Tenant's legal liability insurance in an amount not less than the full replacement cost of the Leased Premises, public liability, contractual liability, non-owned automobile liability and contractor's protective insurance coverage, all on an occurrence basis with respect to the use, occupancy, activities or things on the Leased Premises conducted by the Tenant and any other person on the Leased Premises, and with respect to the use and occupancy of any other part of the Building by Tenant or any of its employees, agents, contractors or persons for whom Tenant is in Law responsible. Such policies shall be written with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.) for each occurrence or such higher limits as the Landlord, acting reasonably, requires from time to time. Such policies shall also contain a severability of interests clause and a cross-liability clause;
- b) an "all risks" or "special risks" form insurance or commercial property-broad form insurance (including flood, earthquake and sewer back-up) covering property

of every kind owned by Tenant or for which Tenant is legally liable or installed by or on behalf of Tenant and which is located in or on the Building, including, without limitation, all of Tenant's furniture and movable equipment and all leasehold improvements and other improvements, in an amount not less than the full replacement cost thereof, without deduction for depreciation;

- c) business interruption insurance in such amounts as will reimburse Tenant for all loss of profits attributable to the perils insured against in subsection (ii) and other perils commonly insured against by prudent tenants of similar premises for a minimum twelve (12) month period;
- d) a broad form insurance covering all energy systems servicing the Leased Premises (boiler and machinery), including resulting business interruption/loss of profits; and
- e) such other coverage(s) as Landlord or the mortgagee may reasonably require.

Tenant shall provide Landlord with certificates of such insurance and any renewals thereof upon the execution of the present Lease and, at Landlord's request, with a certified copy of its insurance policies and said copy or certificated copy, as the case may be, shall be delivered annually to Landlord.

Each such policy shall name Landlord as in additional insured as its interest may appear, and provide for written notice to Landlord at least thirty (30) days prior to any modification or cancellation thereof.

Should the Tenant be in default of maintaining such insurance, the Landlord, if he deems it necessary, shall maintain such insurance and pay the premiums which will be considered as Additional Rent. The fact by the Landlord of not prevailing himself of this right can in no way be held against him nor engage his responsibility nor constitute a waiver of any right awarded to him by the present Lease.

Concerning all insurance enumerated above, the policies will contain in favor of the Landlord a waiver of any subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is in law responsible.

Tenant shall indemnify Landlord and save it harmless from and against all claims and costs arising from this Lease, or any occurrence in, upon or at the Leased Premises, or occasioned wholly or in part by any act or omission of Tenant or by anyone permitted to be on the Leased Premises by Tenant, or by a failure by Tenant or by anyone permitted to be on the Leased Premises by Tenant to comply with Laws, unless any such claim, cost or occurrence results from the gross fault of Landlord or of those for whom it is in law responsible. If Landlord, without gross fault on its part, is made a party to any litigation commenced by or against Tenant, Tenant shall indemnify and hold Landlord harmless and shall pay all costs, expenses and legal fees (judicial and extra-judicial) incurred or paid by Landlord in connection with such litigation.

(8) SERVICES

- (a) The Landlord is authorized to effect any repair, maintenance or work for which he deems necessary and to that end the Tenant shall grant him free access to the Leased Premises in order to effect such work without being entitled to any reduction of Rental or any indemnity;
- (b) The Tenant shall pay for all addition of electrical fixtures and/or gas apparatus, if any. With regard to electricity charges, the Tenant covenants not to overload the electrical system presently installed in the Leased Premises;
- (c) The Tenant shall pay the Proportionate Share of all utilities consumed in the Leased Premises, including electricity, and natural gas.
- (d) Should the Tenant require additional usage of electricity and Natural Gas, the Tenant shall then install their own meter for Hydro and Natural Gas and will be responsible for the recurring charges on this account.

(9) MODIFICATIONS, REPAIRS, CHANGES, ADDITIONS AND RENOVATIONS

(a) The Tenant covenants not to effect any modifications, replacements, improvements, alterations, changes, additions or repairs in the Leased Premises (hereinafter collectively called “Renovations”) either before or during the Term of this Lease without the prior written consent of the Landlord. In all cases where such written consent has been given, such Renovations shall be made subject to the following conditions:

(i) All plans and specifications of intended Renovations shall be verified by the Landlord.

(ii) Nothing shall modify the present perimeter walls, the front wall, the structure of the Building, the electrical heating and ventilation apparatus, the plumbing, the mechanical and electrical systems, the air-conditioning, if any, the sprinkler system, if any, or any installation of electrical sub-meters, if any, the floor or the roof of the Building.

(iii) All Renovations shall be made in accordance with the laws and regulations of governmental authorities, provincial, municipal and others.

(iv) The Tenant shall obtain a special insurance policy, the amount of which shall be determined by the parties, protecting the Landlord and the Tenant against risks occurring during such Renovations.

(v) All such Renovations shall be effected by a contractor, contractors or subcontractors selected by the Tenant but who must be approved by the Landlord. Every contractor or subcontractor shall be the contractor or subcontractor of the Tenant.

(vi) The cost of such Renovations shall be for the sole account of the Tenant. Should the Landlord be required to pay any sum of money, such sum shall be immediately repaid by the Tenant to the Landlord and may be collected as Additional Rent. The Landlord shall not, under any circumstances, be held responsible for any damage arising from any defect in such Renovations.

(vii) Any renovation so effected may not be dismantled or removed either before or after the termination of this Lease without the prior written consent of the Landlord.

(b) At the expiry or earlier termination of this Lease, for any reason, the Tenant shall be bound, if requested by the Landlord, to remove all Renovations, including without limitation, Renovations installed by the Landlord and/or the Tenant in the Leased Premises in accordance with the provisions of this Lease or in accordance with the provisions of any prior lease, irrespective of the fact whether the Tenant or the Landlord was responsible for the cost of such Renovations. The Tenant shall therefore be obligated to restore the Leased Premises to their original state and condition (except to be maintained as is). Should the Tenant not be requested to remove such Renovations and same remain on the Leased Premises, such Renovations shall be deemed to have become the Landlord’s property without any compensation becoming due to the Tenant in regard thereof.

(c) The Landlord may install and maintain in the Leased Premises whatever he may deem necessary, reasonable or useful for the Building or other Tenant’s equipment, service or utilities, and the Tenant shall have no claim against the Landlord in respect thereof.

(10) TENANT TO DISCHARGE ALL LEGAL HYPOTHECS

The Tenant will not allow any legal hypothecs or other encumbrances to be registered against the Building or any part of them, or the Landlord's or the Tenant's interest in the Leased Premises in respect of materials supplied or work constituting part of the Tenant's Work or any subsequent work and the Tenant shall promptly discharge any legal hypothec registered against the lot of the Building as a result of such work, its occupancy of the Leased Premises or its operations therein. Furthermore, to prevent any such inscription, the Tenant undertakes to obtain, prior to the beginning of any construction work and for Landlord’s benefit, a waiver of legal hypothec from all contractors, sub-contractors, suppliers of materials, workmen, architects and engineers performing work in or for the Leased Premises.

If the Tenant fails to promptly discharge or cause any such legal hypothec to be discharged within ten (10) days of its registration, then in addition to any other rights or remedies of the

Landlord, the Landlord may, but will not be obligated to, discharge the legal hypothec by paying the amount claimed into court or directly to the hypothecary creditor, and the Landlord's costs thereof will be immediately due and payable by the Tenant to the Landlord within ten (10) days following demand by the Landlord as Additional Rent.

(11) MAINTENANCE OF THE LEASED PREMISES AND RESPONSIBILITY

(a) The Leased Premises shall be cleaned and maintained in a good state of repair by the Tenant at its own expense.

(b) The Tenant shall maintain the Leased Premises and all accessories thereof including all additions and shall, at the termination of the present Lease, restore the Leased Premises to their original state and condition, except for improvements made (subject to the prior paragraph) and subject to reasonable wear and tear. Upon surrender of the Leased Premises, the Tenant may remove all his furniture and belongings provided no Rental is due and eligible.

(c) The Tenant shall promptly notify the Landlord in writing of any defect, leakage, fire or other damage caused to the Leased Premises.

(d) The Tenant shall abide by all laws and municipal by-laws, police instructions, orders-in-council from the municipality, and directives from the health and fire departments providing the Leased Premises were in compliance at the time of occupancy.

(e) The Tenant shall not overload the systems (electrical or otherwise) of the Building, nor shall the Leased Premises be occupied by a number of persons which exceed the level established by Landlord from time to time.

(f) The Tenant shall not make any noise or other disturbance which can be heard by other tenants or occupants of the Building.

(g) The Tenant shall not carry a retail operation nor cook any food in the Leased Premises.

(12) NON-RESPONSIBILITY OF LANDLORD

(a) Notwithstanding any other provision in this Lease, the Landlord shall not be held responsible for the death or injury to person in the Leased Premises or in the Building nor for damages, losses, theft or destruction of property, at any time in or on the Leased Premises or in the Building, which may arise from any cause whatsoever.

(b) The Landlord is not responsible for interruptions of service or interruptions in the operation of equipment which may be caused by maintenance, repairs, renewals, modifications, strikes, riots, insurrections, labor disputes, accidents, oil shortages, governmental interventions, act of god, fortuitous events or any other causes which are beyond Landlord's reasonable control. Such interruptions shall not under any circumstances be considered as an eviction or restraint to the enjoyment of the Leased Premises by the Tenant and shall not under any circumstances render the Landlord responsible for any damages, which may be caused, to the Tenant, nor shall they relieve either party from their respective obligations under the present Lease.

(c) The Tenant covenants and agrees to hold harmless and indemnify the Landlord for any fault, penalty, damage or charge imposed due to any violation of any law or ordinance by the Tenant or persons associated with the Tenant. The Tenant will hold harmless and indemnify the Landlord for any fault, damage or expense incurred and arising from any accident or other occurrence in or about the Leased Premises and causing injury to any person or damage to any property and against any damage or expense arising from any default of the Tenant to comply with the provisions of this Lease.

(d) The Tenant renounces to any claim of any nature whatsoever it may have against the Landlord resulting from the foregoing.

(13) CONTROL OF THE BUILDING AND RIGHT OF ACCESS

(a) Landlord shall perform any acts which it determines to be advisable for the more efficient and proper operation of the Building. More particularly and without limiting the generality of the foregoing, Landlord shall be entitled to do the following:

- (i) obstruct or close off all or any part of the Building for the purpose of maintenance, repair, alteration or construction;
- (ii) regulate the delivery or shipping of supplies and fixtures to the Leased Premises;
- (iii) construct other buildings, structures or improvements in the Building and make alterations and additions to the Building (excluding the Leased Premises) and its common areas; and
- (iv) relocate or modify certain common areas.

(b) The Landlord, his agents and representatives may enter in the Leased Premises at any time, without liability toward the Tenant, upon reasonable prior notice to the Tenant (except for emergencies, when no notice shall be required) and without responsibility to the Tenant in order to examine or show the Leased Premises to effect renovations or repairs or for any other reason considered necessary for its equipment, or for the performance of any work described in Article 13(a) above, or for any other purpose necessary to enable Landlord to perform its obligations or exercise its rights under the present Lease. In exercising its rights Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Leased Premises. During the last six (6) months of the Term of the Lease or its renewal, the Tenant shall allow access to the said person or to any person who wishes to lease the Leased Premises during reasonable business hours and upon prior notice.

(c) The Tenant shall not change any locks on any doors of the Leased Premises without having obtained the prior written consent of the Landlord. The Tenant must immediately provide the Landlord with a key for any new locks installed.

(d) At any time during the Term of the present Lease or its renewal, the Landlord, his agents and representatives shall have access to the Leased Premises during business hours to show the Leased Premises to prospective purchasers or prospective mortgagees of the Building.

(14) INTERESTS AND ARREARS

The Tenant shall pay monthly compound interest at the rate of eighteen percent (18%) per annum on any Rental and/or amount eligible as Rental pursuant to the provisions of this Lease, which is due and not paid when eligible. This interest will run from the eligibility date without the need for the Landlord to demand payment of sums due.

(15) COMPLIANCE WITH LAWS

The Tenant shall at his own cost and expense promptly comply with the requirements of all applicable laws, regulations, orders or ordinances of the municipal, provincial and federal authorities or of any department or division thereof, and of any governmental authority having jurisdiction on the Leased Premises, the Use of the Leased Premises by the Tenant or the business carried by the Tenant therein. Tenant shall also comply with the requirements of any company which insures Landlord or Tenant. The Landlord gives the Leased Premises to the Tenant on an "as-is" "where-is" bases and all changes and modifications are the responsibility of the Tenant.

(16) OPTION OF RENEWAL

No Options Negotiated.

(17) REGULATIONS CONCERNING THE BUILDING

The Landlord may at any time enact or modify rules and regulations concerning the Building, which may be desirable in the sole option of the Landlord, for the security, maintenance, cleanliness or operation of the Building, the Leased Premises and accessories thereto. All such rules and regulations shall be complied with by the Tenant, providing same are reasonable and Tenant has received prior written notice.

(18) SPECIAL CLAUSES

(a) If during the term of this Lease the Leased Premises or any other property of the Landlord essential to the Tenant's occupation of the Leased Premises are totally or partially destroyed or damaged by fire or by other hazardous cause so as to make the Leased Premises or said other property of the Landlord incapable of being repaired within a period of one hundred and twenty days (120) from the date of such destruction or damage, then the Landlord may consider the present Lease as terminated and the Tenant shall immediately surrender the Leased Premises and all interest therein to the Landlord and shall continue to pay Rental.

(b) For no reason or cause whatsoever shall this Lease be renewed by tacit or verbal renewal, the Tenant hereby renouncing to such renewal. If Tenant remains in possession of the Leased Premises after the end of the Term with or without the consent of Landlord but without having executed and delivered a new lease, there shall be no tacit renewal of this Lease notwithstanding any statutory provisions or legal presumption to the contrary, and Tenant shall be deemed to be occupying the Leased Premises as a month-to-month Tenant at a monthly Base Rent payable in advance on the first (1st) day of each month equal to 150% of the amount of Base Rent payable during the last month of the Term and otherwise, upon the terms and conditions set forth in this Lease (including without limitation Operating Expenses), so far as these are applicable to a monthly tenancy.

(c) The Tenant elects domicile, for purposes of the presents at his last known address. Failing any address in Quebec, the Tenant elects domicile at the office of the Protonotary of the Superior Court of the District of Montreal.

(d) If Landlord should sell the Building, the new landlord/owner shall have full rights to continue with the existing Lease. The new landlord has all rights to renegotiate or cancel existing Lease, as they shall see fit. If new conditions for the Lease cannot be arranged, the Landlord will give the Tenant ninety (90) days to vacate the Leased Premises in which the Tenant is still bound to respect the current Lease and pay all monies on time until new end date as stipulated by the new landlord.

The Tenant shall pay the Rental in the way that the Landlord has arranged. The new tenant shall provide a void check to the new landlord previous to taking possession of the Leased Premises and sign whatever is necessary to facilitate payment of the Rental.

(19) SUCCESSORS AND ASSIGNS

All rights and liabilities herein granted to or imposed upon the respective parties hereto extend to and bind the successors and assigns of Landlord and the heirs, executors, administrators and permitted successors and assigns of Tenant, as the case may be. If there is more than one Tenant, each one of them shall be bound solidarily with the others towards Landlord for the performance of and shall be subject to all of the terms, obligations and conditions herein.

(20) LAW TO GOVERN

That this Lease has been delivered in and shall be governed by and enforced in accordance with the laws of Quebec.

(21) MAINTENANCE OF HVAC SYSTEMS

The Tenant shall be responsible for supplying its own hot water, heating and air-conditioning and additions to any expenses hereinabove mentioned for all expenses incurred in the operation maintenance, repair or replacement of its air conditioning, heating and ventilation equipment and must at all times maintain them in a fit and proper condition; Tenant shall maintain a service contract for all mechanical systems.

(22) SPECIAL DEFAULTS

Without prejudice to all of the rights and recourses available to the Landlord, and after ten (10) days written notice by the Landlord specifying such default to the Tenant, the following shall be considered special defaults by Tenant under the terms of this Lease:

- a) In the event that any item of Rental is not paid on its due date;
- b) In the event that the Tenant operates its business other than the Use of the Leased Premises mentioned in Article 5 of the present Lease;
- c) In the event Tenant assigns, transfers or encumbers the Lease or sublets or permits the occupancy of the Leased Premises by others without the consent of the Landlord;
- d) In the event that the Tenant shall be adjudicated or bankrupt or make any general assignment for the benefit of its creditors, or take or attempt to take, the benefit of any insolvency shall be granted against the Tenant or if a receiver or trustee be appointed to the property of the Tenant or any part thereof or any execution be issued pursuant to a final judgment, rendered against the Tenant or pursuant to this Lease, or if the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation by operation of law;
- e) If the Tenant abandons the Leased Premises or if they are vacant or unattended for more than ten (10) days, or occupied by persons other than the Tenant without the Landlord's written consent; or
- f) In the event that the whole or a substantial portion of the Leased Premises of the Tenant is seized before or after judgment or taken in execution or attachment by a creditor of the Tenant or any third party.

In the event of any special default under the terms of this Lease, the Landlord without prejudice to any rights or remedies it may have hereunder or by law shall have the right to terminate this Lease forthwith upon written notice given to the Tenant by the Landlord. The Tenant upon five (5) days such a termination of this Lease shall thereupon quit and surrender the Leased Premises to the Landlord and the Landlord, its agents and servants, may immediately or at any time thereafter, re-enter the Leased Premises and dispossess the Tenant and remove any and all persons and any or all property thereof whether by summary dispossession proceedings or by any suitable action or proceeding at law, or otherwise without being liable to prosecution or damages thereof.

In case of any special default or in the event of termination pursuant to same, or in case the Tenant in the absence of such termination, shall be dispossessed by or at the instance of the Landlord in any lawful manner, whether by force or otherwise, Rental for the then current month and for the six (6) months next succeeding the date of such special default, termination or dispossession shall immediately become due and payable (as accelerated Rental) and this Lease shall immediately, at the option of the Landlord, become forfeited and terminated, and the Landlord may, without notice or any form of legal process, forthwith re-enter upon and take possession of the Leased Premises and remove the Tenants effects therefrom, the whole without prejudice to and under reserve of all of the rights and recourse of the Landlord to claim any and all losses and damages sustained by the Landlord by reason and arising from any default of the Tenant.

Should the Tenant abandon the Leased Premises prior to the expiry of the present Lease, or fail to make on their respective due dates any of the monthly installments which are due and eligible or fail to pay any other sum due to the Landlord plus interest, or should he not observe and perform any and all charges, terms and conditions herein contained in this Lease within ten (10) days of the due date or should he make a general assignment of his assets for the benefit of his creditors or be declared bankrupt.

The present Lease shall automatically and "IPSO FACTO" be terminated at the option of the Landlord without the necessity of any other "mise en demeure" or legal process whatsoever and no payment or acceptance of Rental subsequent to such default shall give Tenant the right to continue occupancy of the Leased Premises or in any way affect the rights of Landlord herein. Tenant hereby expressly waives any rights or benefits which it may have under Article 1883 of the Civil Code of Quebec. The Landlord shall be entitled to immediately take possession of the Leased Premises and lease the same for his own benefit without prejudice to his rights and

recourses against the Tenant for Rental due or becoming due under the Lease, for any other sum due and for any damages.

(23) LANDLORD'S RECOURSES

If the Tenant defaults hereunder, the Landlord is entitled to any one or more of the following recourses, the Tenant hereby accepting that all recourses pursuant to this Lease are cumulative and may be exercised separately or in combination:

- (a) enter the Leased Premises, if necessary, and proceed to cure the default, including the making of any payments due or alleged to be due by the Tenant to third parties, and the Tenant shall pay on demand the Landlord's costs on account thereof;
- (b) at any time thereafter, the Landlord shall have the right to terminate this Lease upon giving notice of such termination to the Tenant;
- (c) where the Lease is terminated under this Article, in addition to any other recourses which Landlord may have hereunder or by law, the Landlord shall be entitled to recover from the Tenant all other damages including future Rental and all expenses it may incur or suffer by reason of the Tenant's default or termination of the Lease, including any Rental to be paid until the expiry of the Term;
- (d) specific performance; and
- (e) any other recourses at law.

(24) IMMOVABLES AND LEASEHOLD IMPROVEMENTS

In the event that as a result of the Tenant failure to execute any of its obligations under the present Lease, the Landlord elects to cancel this Lease. The Landlord shall, at its option, and in compensation of the overhead cost that may have been incurred by it in contemplation of this Lease, ipso facto and automatically become the absolute owner of any and all movables then situated within the premises, as well as any leasehold improvements which may have been effected either by the Tenant or which the Tenant may have found on the Leased Premises at the commencement of the Term, the whole without prejudice to and in addition to such other rights, remedies or recourse as the Landlord may have hereunder or otherwise. For this purpose, the Tenant hereby transfers and conveys to the Landlord ownership of such movables and leasehold improvements, to take effects, with effect retroactive to the present date, on the date on which the Landlord indicates its intention to exercise its present right. As of such date, the Landlord, shall notwithstanding any law to the contrary, have the right to enter into and take possession of the Leased Premises and change the locks thereof.

(25) EXPENSES

The Tenant shall pay the cost of these presents as well as any legal fees and disbursements as a result of the negotiation and/or collection of the terms of this Lease.

(26) REGISTRATION

The Tenant shall not register this Lease otherwise than by a short form lease under Article 2999.1 of the *Civil Code of Quebec* and subject to a written approval by the Landlord. Upon the termination of this Lease, the Tenant shall radiate at its expense the registration of such memorial, the Tenant hereby expressly and irrevocably appointing the Landlord as attorney for the Tenant with full power and authority to radiate such memorial and to execute and deliver in the name of the Tenant any instruments or certificates required for such purpose. The Tenant undertakes to forthwith sign and deliver to the Landlord any further Power of Attorney or document which the Landlord may require to confirm the foregoing

(27) CIVIL CODE OF QUEBEC

In addition to any other waiver, renunciation, or derogation which may be set forth or implied elsewhere in the Lease, Tenant waives and renounces any right which it may have or any benefit which may avail in its favor pursuant to articles 1859, 1861 and 1863 of the *Civil Code of Quebec*.

(28) RULES AND REGULATIONS

The Landlord may establish any rules and regulations from time to time and the Tenant shall abide to such rules and regulations.

(29) LANGUAGE / LANGUE

It is the express wish of the parties hereto that the Lease and any documents related hereto shall be drafted in the English language. Les Parties aux présentes ont exigé que le présent bail ainsi que tous les documents qui s’y rattachent soient rédigés dans la langue anglaise.

(30) GUARANTEE

● (the “**Guarantor**”) hereby intervenes in this Lease and solidarity guarantees, as of the execution of this Lease, with the Tenant, without the benefit of division or discussion, the full and proper execution of each and every term and condition of the Lease on the part of the Tenant, including without limitation those resulting from special provisions contained in Schedules attached thereto, as well as the payment when due of any Rental, and the consequences resulting from the failure of the Tenant to satisfy the obligations, including, without restriction, all damages, interest, penalties or legal costs which may be claimed as a result of said default (collectively referred to as the “**Obligations**”), and the Guarantor makes the whole its personal affair, the whole as more fully detailed in Guarantee agreement to be signed by the Guarantor and annexed to this Lease as Schedule “C”.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT, AT THE PLACE AND ON THE DATE FIRST ABOVE WRITTEN.

SIGNED by Tenant as of the _____ day of _____ 2014

Tenant

per: _____
Name: Romcan Electronics
Title:

I have the authority to bind the corporation

SIGNED by Landlord as of the _____ day of _____ 2014

Landlord

per: _____
Name: Jordan Rosenzweig
Title: Landlord / Owner

I have the authority to bind

SIGNED by Guarantor as of the _____ day of _____ 2014

Guarantor

per: _____
Name: Laslo Doru
Title:

per: _____
Name:
Title:

SCHEDULE "A"

Operations expenditures and property taxes as additional rental in addition to the base rental
Period from JULY 1 2014 TO JUNE 30 2015

		GST #	123754269RT
		QST #	1012427740-TQ0001
Tenant:	Romcan Electronics		
Premises:	997 Decarie #207, St.-Laurent, Quebec H4L 3M7		
Property Taxes:			\$19,230.98
School Tax:			\$974.51
Heating			\$6,890.11
Insurance:			\$4,174.70
Electricity			\$2,916.97
Water fees:			\$702.50
Admin Fees			\$12,000.00
Repairs and Maintenance			\$23,480.00
			<hr/>
	Total:		\$70,369.77
Proportionate share:	incl.		
Annual quota:0% of	\$70,369.77		\$0.00
Base rent as per lease:			\$463.50
Additional monthly rental	\$0.00		\$0.00
			<hr/>
	Sub-total:		\$463.50
	GST 5%		\$23.18
	QST 9.975%		\$46.23
			<hr/>
	Total:		\$532.91

SCHEDULE "B"

DEFINITIONS

1. **"Operating Expenses"** shall mean all costs incurred by Landlord in the management, operation, maintenance, repair, replacement, insurance, or supervision of the Building and the common areas, including without limitation, the following:
 - a) salaries, benefits, pensions and related personnel costs and taxes for employees of Landlord engaged in the management, supervision, maintenance, operation, repair, security or replacement of the Building and all service contracts as well as the fair market rental value of space (in the Building or in another building) that is used by Landlord or its agent or contractor in connection with the maintenance, repair, administration and management of the Building and any taxes related thereto;
 - b) telephone, fax machine and stationery;
 - c) cleaning Building and cleaning supplies, uniforms and dry cleaning, cleaning of windows and exterior curtain wall;
 - d) snow removal, landscaping, and lighting in the common areas;
 - e) garbage, waste collection and disposal;
 - f) electricity, water, steam and other utilities, except as chargeable separately to Tenant under the Lease, and any taxes on utilities which are not recoverable from Tenant under other provisions of the Lease;
 - g) policing, security, daycare, concierge and other tenant services;
 - h) rental of any equipment, signs and decorations;
 - i) heating, ventilating and air-conditioning the Building, including without limitation the cost of operating, repairing, maintaining, replacing and inspecting the machinery, equipment and other facilities, and the cost of providing condenser water from cooling towers or chilled water for the HVAC equipment;
 - j) insurance as may be carried by Landlord, such costs to include without limitation premiums, deductibles and other related charges, in respect of or attributable to the Building or related thereto including without limitation all risk insurance against fire and other perils and liabilities regarding casualties, injuries and damages, boiler and machinery insurance and rental income insurance;
 - k) conservation of energy programs;
 - l) depreciation or amortization (on a straight-line basis over the useful life or such other period as reasonably determined by Landlord) of the costs of:
 - i) all capitalized machinery, equipment, or supplies owned by Landlord;
 - ii) replacements of all facilities serving or comprising the Building which by their nature require periodic replacement and which are not charged fully in the rental year in which they are incurred; and
 - iii) repairs, modifications and improvements, including for any capital expenditures, which are not charged fully during the rental year in which they are incurred.
 - m) interest calculated at three percentage points above the average prime rate upon the unamortized portion of the cost of all such items being amortized or depreciated;
 - n) repairs, replacements, modernization, additional equipment or improvements required by law or by Landlord's insurers or which, in Landlord's reasonable opinion, may reduce Operating Expenses or are for the benefit or safety of Building users, including, without limitation, the cost of communications equipment installed for the potential benefit of the tenants in general and not for exclusive use by a particular tenant;
 - o) professional fees except as they relate to the leasing of the Building;
 - p) any Taxes not otherwise charged directly to Tenant;
 - q) repairs, maintenance and replacements of every nature to the Building; and

- r) an administration fee of 15% of such total costs it being understood and agreed that such administration fee shall be deemed not to constitute duplication with any of the costs which form part of the Operating Expenses.
2. "**Taxes**" means all real estate taxes, water or services taxes, rates and assessments, and other taxes or charges imposed by any lawful authority against the Building or any part thereof (including any accessories and improvements), or in respect of the common areas, or upon Landlord in respect thereof, including, where applicable, the surtax and all taxes, surtaxes, rates, assessments and impositions, general and special, levied or imposed for schools, public betterment, general or local improvements, save and except for Landlord's capital taxes (which are included in Operating Expenses) and income taxes.

If the system of taxation now in effect is altered and any new tax, surtax, or levy is imposed or levied on the Building or its owner(s) or on revenues from the Building, in substitution for or in addition to Taxes presently levied or imposed on immovables in the City of Montreal, the term "Taxes" shall include such new tax or levy.

SCHEDULE “C”

GUARANTEE

LANDLORD : Jordan Rosenzweig

TENANT : _____

GUARANTOR : _____

The undersigned party (the "**Guarantor**"), hereby directly and unconditionally guarantees, as of the execution of this Lease, to and covenants with the Landlord that the Tenant shall duly perform and observe each and every term and conditions of the Lease on the part of the Tenant, including without limitation those resulting from special provisions contained in Schedules attached thereto, the payment when due of any Rental, as defined in Article 4 of the Lease, as well as with respect to the consequences resulting from the failure of the Tenant to satisfy the obligations, including, without restriction, all damages, interest, penalties or legal costs which may be claimed as a result of the said default and to indemnify the Landlord for any and all damages, costs and losses (including, without limitation, loss of Rental) which may be suffered by the Landlord as a consequence of the termination, rescission, disavowal, repudiation or disclaimer of the Lease by whomsoever, and the Guarantor makes the whole its personal affair, the whole during the Term (as this term is defined in the Lease) and any renewal or extension thereof, whether in accordance with the terms of the Lease or otherwise (the matters to which the Guarantor is obliged by the Guarantee are collectively referred to as the "**Obligations**").

The Guarantor covenants having taken cognizance of the Lease, declares itself to be entirely satisfied with its content and agrees and covenants to be solidarily bound with the Tenant in favour of the Landlord with respect to the full and proper execution of all of the obligations that the Tenant has agreed to execute, respect or observe under the Lease. In the enforcement of its rights hereunder the Landlord may proceed against the Guarantor or any one party named as Guarantor as if it was the Tenant under the Lease. Each Guarantor hereby renounces and waives the benefits of division and discussion between each other and with the Tenant.

The Guarantor hereby agrees that the Landlord may conclude any agreement or understanding with the Tenant or any other person with respect to the Obligations, including, without restrictions, additional delays to execute an Obligation or the modification of any guarantee relating to the Obligations, extensions of time to fulfill any of the Obligations, the release of the Tenant or any other person to fulfill all or any part of any Obligations. The Guarantor agrees that none of the preceding will affect or diminish the Guarantor's Obligations hereunder. Furthermore, the Guarantor hereby covenants and agrees that it shall not be released of its Obligations pursuant to an assignment of the Lease or sublease of the Leased Premises by the Tenant and hereby covenants and agrees to be solidarily bound with such assignee or sublessee renouncing to the benefits of division and discussion with such assignee or sublessee and the Tenant during the Term and any renewal or extension thereof (whether in accordance with the terms of the Lease or otherwise).

Nothing may relieve or satisfy the Obligations of the Guarantor so long as all of the Obligations and all of the consequences of the failure to satisfy them have not been entirely fulfilled. Without restriction, the responsibility of the Guarantor cannot be affected or diminished by the bankruptcy, insolvency or liquidation of the Tenant nor by denial of responsibility, disclaimer, repudiation by proposal, or any other measure taken by a sequestrator, liquidator, arbitrator or other officer appointed by a court or other competent body pursuant to a law then in force with respect to bankruptcy, insolvency or liquidation nor by the omission or the delay of the Landlord to institute proceedings or to avail itself of a remedy following a default against the Tenant, a Guarantor or a person, nor finally by any other act, omission or occurrence which would otherwise diminish, affect or release any security or guarantee.

This Guarantee is irrevocably agreed to by the Guarantor and shall continue to remain in force so long as the Obligations or unfulfilled consequences resulting therefrom exist or may exist, whether it would be before, during or after the Term. Under no circumstances will the Guarantor be entitled or allowed to terminate this Guarantee prior to the expiration of the Term, and any renewal or extension thereof.

The Guarantor hereby irrevocably waives its right to terminate this Guarantee pursuant to Articles 1881, 2353, 2355, 2362, 2363, 2365 and 2366 of the *Civil Code of Quebec*.

The Obligations of the Guarantor shall in no way be lessened or affected by the unenforceability of any other security or guarantee, because the formalities to perfect or complete such surety or guarantee have not been fulfilled, it being further understood and agreed by the Guarantor that

this Guarantee is hereby granted, irrespective of whether or not other guarantees or surety are obtained by the Landlord.

The Guarantor shall not be entitled to claim any sum of money or exercise any recourse against the Tenant (either before or after payment by the Guarantor) until all the obligations of the Tenant are duly fulfilled to the satisfaction of the Landlord, and even if any extension of delay is granted to the Tenant, without the consent of the Guarantor.

This Guarantee binds the successors, legal representatives and assigns of the Guarantor. This Guarantee will remain in full force and effect notwithstanding any change of name, transfer, assignment, amalgamation, merger or change of status of the Landlord, the Tenant and/or the Guarantor, and notwithstanding any juridical acts or facts as a result of which the entity which is the creditor of any of the Obligations is or becomes someone other than the Landlord and/or the Landlord is replaced by any other entity as a party to the Lease and/or any party other than the Tenant becomes the debtor of any of the Obligations. Moreover, if the Landlord is replaced by any other entity as a party to the Lease, this Guarantee will remain in full force and effect even as regards Obligations arising after such replacement.

In the event of the termination of the Lease for any reason whatsoever or a disclaimer or repudiation of the Lease pursuant to any statute, the Guarantor agrees, at Landlord's option, exercisable at any time within six (6) months of such termination, repudiation or disclaimer, as the case may be, to execute and deliver a new lease of the Leased Premises between the Landlord, as lessor and the Guarantor, as tenant, for a term equal in duration to the residue of the Term of Lease remaining unexpired at the time of such termination, disclaimer or repudiation. Save for the aforementioned duration of the Term as hereinbefore provided, such new lease shall contain the same Landlord's and Tenant's obligations respectively and the same covenants, obligations, agreements, terms and conditions in all respects as are contained in the Lease and shall be deemed to be a continuation of the present Lease.

This Guarantee shall be interpreted and governed by the laws of the Province of Québec. The Guarantor hereby elects domicile in the Leased Premises for the purposes of service of any legal notice and any legal procedure related to this Guarantee.

The undersigned has expressly requested that this Guarantee and any other documents pursuant thereto be written in the English language.

Le/La soussigné(e) a expressément demandé que les présentes et tous autres documents y ancillaires soient rédigés en anglais.

SIGNED BY THE GUARANTOR AT _____, THIS _____ DAY OF _____, 2014.

Guarantor's Name

Date of Birth

Social Insurance Number

Witness

Guarantor's Name

Date of Birth

Social Insurance Number

Witness