



In the presence of }  
}



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant's signature  
I have authority to bind corporation

\_\_\_\_\_  
Date

SIGNED, SEALED AND DELIVERED }  
In the presence of }  
}

2616702 Ontario Inc.



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord's signature,  
I have authority to bind corporation

\_\_\_\_\_  
Date

**CONFIRMATION OF EXECUTION:** Notwithstanding anything contained herein to the contrary, I confirm this Offer to Lease with all changes both typed and written was finally executed by all parties at

**TO BE READ WITH AND FORM A PART OF THIS OFFER TO LEASE BETWEEN:**

AND 2616702 Ontario Inc. (Landlord)  
The Hash Corporation (Tenant)

**NET LEASE TO LANDLORD (ADDITIONAL RENTS/T.M.I.) Exact Figures TBD**

The rent herein shall be a net rental to the Landlord, and in addition to the rent, the Tenant shall, as additional rent, pay its proportionate share (if the building has multiple tenancies and the full amount if a standalone building) of real estate taxes, local improvement charges, if any, operating costs, including without limitation, maintenance of the common areas including driveways, trucking and parking areas, lawn and shrubbery maintenance, snow removal, management fee and fire and other insurance premiums for the Premises plus H.S.T. where applicable. This amount shall be paid to the Landlord monthly in advance at the same time as the rental payments. When the final realty tax and maintenance bills are received there shall be an adjustment based upon the actual costs for the period. The differences between actual and estimated costs will be paid to the Landlord or Tenant as the case may be submitting of the account. At the end of each fiscal year, the Landlord shall adjust the amount of the estimated monthly payments upwards and downwards to reflect estimated costs for the following year. The TMI rate will be capped at a price of \$6.00/psf/annum +HST for year One (1) of the lease. The landlord reserves the right to adjust the TMI rate for any extensions or renewals of the lease hereafter to reflect changes to realty taxes, and maintenance fees set by 2616702 Ontario Inc.. The Landlord agrees to provide a TMI statement to the Tenant at year end that is reasonably detailed.

**RESPONSIBILITIES OF OCCUPANCY**

In addition, the Tenant shall be responsible for payment of its utility charges, business, liability and contents insurance, repairs and maintenance of the inside of the premises including the tenant designated mechanical components (including HVAC and heating) during the term of the Lease. The Tenant shall provide prior to occupancy an insurance certificate in the amount of \$ 2 Million to the Landlord.

Landlord Responsibility:

- a) The Landlord shall, at its expense, maintain and keep in good repair the roof, loading-bearing walls, foundation

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- and structural portions of the Premises (but excluding items that are the responsibility of the Tenant herein);
- b) The Landlord shall, at its expense, maintain and repair all of the Common Areas

**Tenant Responsibility:**

- a) The Tenant shall be responsible, at its expense, for the day-to-day maintenance and repair of the Premises, including, without limitation, plumbing fixtures and lines, electrical wiring, all heating, ventilation and air-conditioning equipment and facilities, all facilities and equipment providing water, light and heat and all decorating and redecorating of the Premises, including the floor coverings and painting and maintenance of all walls (interior), and shall make any and all other repairs due to the negligence or misuse of Premises by the Tenant (except to the extent covered by Landlord's insurance)

**STATE OF PREMISES ON POSSESSION**

The Landlord shall deliver the premises clean of all refuse and the premises in a broom-swept condition. The Landlord shall check that all repairs and replacements of any mechanical and building components are in order and make sure that everything is in good working condition without limiting the generality of the foregoing, this includes the electrical system, lighting, heating, plumbing, doors, locks, And other mechanical building components. The Tenant shall be allowed ten (10) business days after date of occupancy to report any deficiencies to the Landlord. The Landlord at its expense shall promptly arrange for these repairs.

**SIGNS**

The Tenant to have the right to erect sign(s) on the exterior of the Premises denoting its tenancy therein, subject to the prior written consent of the Landlord, provided such sign(s) conforms to all Municipal By-Laws and Owner's regulations governing signs.

**DEPOSIT CHEQUE**

It is understood and agreed by the Landlord and the Tenant that the deposit cheque will not be deposited in the Lawyer's Trust Account, to be held in trust, until this transaction has been accepted by both parties.

**TENANT FIXTURES**

All electrical trade equipment, trade fixtures and trade machinery installed by the Tenant shall remain the property of the Tenant.

**ELECTRONIC COMMUNICATION OF OFFER**

The Tenant and Landlord acknowledge and agree that this Offer, any subsequent counter offer, amendment(s), notices and/or acknowledgments that are transmitted between the parties by facsimile, similar or other electronic transmission(s) shall be treated as signed originals and shall be deemed to be communicated at the time and date of sending.

**LANDLORD ENVIRONMENTAL COVENANT**

The Landlord hereby covenants to the Tenant that to the best of its knowledge the premises are in compliance in all material respects to established government guidelines in existence at the time of construction of any materials or substances deemed to be dangerous or hazardous as defined under Federal, Provincial or Municipal environment health and safety laws.

**TENANT ENVIRONMENTAL COVENANT**

Save and except for any pre-existing conditions, the Tenant hereby covenants to the Landlord that after the date of occupancy that the Tenant, its directors, employees, contractors, or agents shall not permit any unlawful use, storage, manufacturing or disposal of materials or substances deemed to be hazardous or dangerous as defined under Federal, Provincial or Municipal environment health or safety laws. In the event the nature of the business calls for the use of any such hazardous materials or substances during the term of this lease or renewal period thereof, the Tenant shall notify the Landlord in writing to obtain its consent and ensure that the material or substances are stored and handled in

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accordance with existing environmental health and safety laws. In the event of a problem the Tenant shall be held responsible and liable for the cleanup work, remedial actions or capital expenditure required to the premises in the event the levels of concentration of the hazardous materials or substances in the building or ground are found to exceed established government decommissioning guidelines in effect during the term of occupancy.

**ALTERATIONS AND INSTALLATION**

The Tenant shall have the right to make alterations and installations at its own expense, from time to time during the Lease term or any renewal thereof, provided it has the prior written consent of the Landlord, which is not to be unreasonably withheld and further provided that the Tenant agrees to restore the premises to their original condition at the expiration of the Lease term (normal wear and tear excepted) at the Landlord's sole option.

**LEASEHOLD IMPROVEMENTS**

The Landlord, at its expense, agrees to undertake and complete in a good and workmanlike manner, and to Municipal requirements, following execution of the Lease and prior to Lease commencement date.

**HEALTH CANADA REQUIREMENTS**

The Tenant hereby covenants to the Landlord that effective on the date of occupancy and hereon after, the Tenant will oblige to and follow each quality and safety standard, policy, and procedure set in place which must be in alignment with the requirements of Health Canada.

**LANDLORD CHATELS/FIXTURES**

The Landlord will retain ownership of any and all fixtures, equipment and materials that exist prior to the Tenant occupation of UNIT #1. 2616702 Ontario Inc. will similarly retain ownership of any and all fixtures, equipment or materials that were provided to the Tenant. at the cost of the Landlord. The Tenant will retain ownership of any and all fixtures, equipment and materials at the Landlord's facility purchased at the cost of the Tenant.

**ALARM SYSTEM MONITORING/SECURITY MONITORING**

The Landlord and Tenant agree the Landlord will solely be responsible for the cost of alarm/security camera monitoring throughout the term of the lease and is not responsible for ensuring appropriate signage is affixed and displayed clearly in the leased unit. The Landlord is similarly not responsible for visitors to the Tenant's premises. Visitors to the Tenant premises will be supervised at all times from the point of entry to the point of departure by the Tenant staff. The Tenant is solely responsible for visitors to the leased space at 2616702 Ontario Inc., including in cases of lost or stolen product or equipment, for example. The Tenant is responsible for following protocols around health and wellness, fire safety, emergency procedures and all other relevant safety and security protocols that apply to the Landlord as a whole.

**LANDLORD RIGHT TO SELL**

The Landlord reserves the right to sell the Property at anytime throughout the term of the lease or any extension hereafter, subject to the right of first refusal. The Tenant shall allow access to the premises with a minimum of 24-hour notice for the purposes of showing the property for potential re-sale. In the event Landlord shall sell, convey, transfer or exchange the Premises, Tenant agrees to recognize the purchaser or transferee, as the Landlord hereunder and Landlord shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event arising after such sale, conveyance, transfer or exchange. The Landlord subsequently agrees that if a sale were to occur, the sale would be respective of the current lease and rights to renew as per this lease document.

**DESIGNATED SIGNING AUTHORITY**

The Landlord and Tenant agree that the individual signing this lease on behalf of the Tenant is the sole responsible person for the unit being leased and all documents pertaining to operations and authorization for Tenant purchases, receiving, invoicing, visiting, and so on, as designated on the Collaboration Agreement to the responsible person on site having obtained security clearance from Health Canada, at the sole cost of the individual.

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## **BASE BUILDING ELEMENTS**

The written approval of the Landlord must be obtained prior to the implementation of any change to the base building elements, within the licensed facility at 105 Claireport Crescent. The Base Building Finishes include the following, subject to compliance with applicable and recommended GPP standards;

- Walls; 3" Freezer Panels
- Ceilings; Continuous module T-Bar ceiling grid with acoustic tile
- Flooring; Finished concrete floor finished with epoxy
- Lighting, outlets, HVAC components, electrical panel and meter.
- Plumbing; floor drain and sink
- Doors, Frames: Full height freezer door and frame (processing room), steel door (office space)

### Landlord Responsibility

- a) Provide base building finishes
- b) Electrical plans; (i) meet Building Code requirements of electrical switches, (ii) supply Circuitry of all electrical items within the tenant areas, outline all disconnected panels, splitter boxes, etc. (iii) determine Location of all interior exit lights required by municipal law. (iv) supply Emergency light fixtures and exit signs (v) determine Location of all electric consumption meters
- c) Review/approve Tenant submissions for modifications and additions

### Tenant Responsibility:

- a) Provide the Landlord with floor plans depicting equipment footprint prior to occupancy;
  - (i) Locations of all major fixed elements within the Leased Premises.
  - (ii) Any ceiling construction
  - (iii) Location of additional outlets, switches, phone jacks
  - (iv) Furniture plans with room designation or uses, the number of persons working in the room and heat generating equipment (i.e. computers, photocopiers, processing equipment, appliances etc.)
- b) Provide the Landlord with an equipment list which indicates wattage of each item, and total wattage of premises
- c) A copy of the Tenant hardware schedule must be submitted for the Landlord's written approval. All hardware must be compatible with base building keying system.

Approval by the Landlord and its representatives does not supersede any code or any requirement by authorities having jurisdiction or the Lease. This authorization does not indicate approval of specific construction materials, fabrication techniques, etc. which must comply with the applicable authorities having jurisdiction in addition to base building standards.

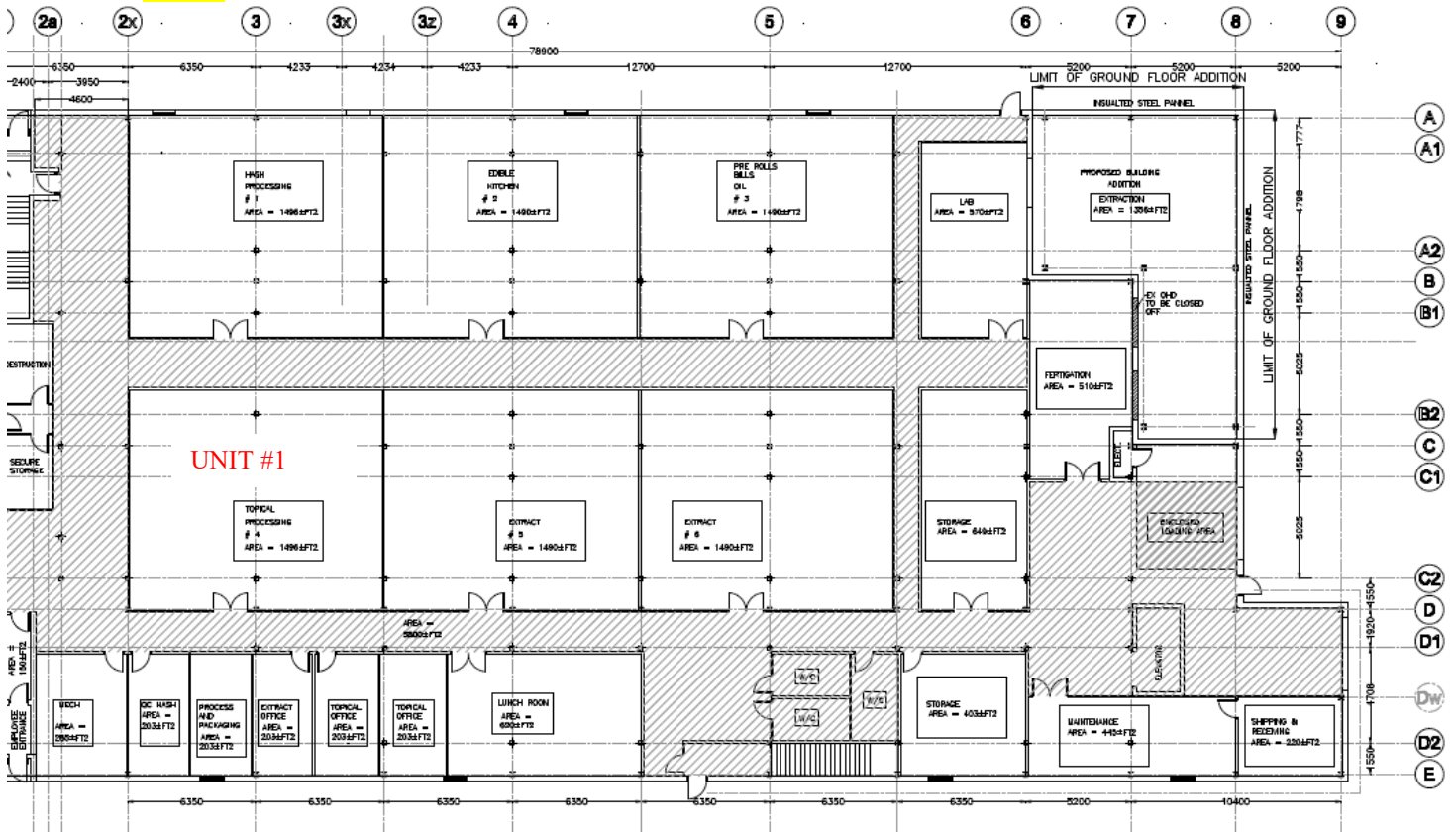
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**PREMISES, UNIT #1**



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