

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made the 31st day of May 2018.

AMONG:

ORION NUTRACEUTICALS INC., a company incorporated under the laws of British Columbia and having its business address at 300 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9

(“**Orion**” or “**Purchaser**”)

AND:

MEDICOASIS INC., a corporation incorporated under the laws of Quebec and having a mailing address of 101 – 1666 Rue Thierry, Lasalle, Quebec, H8N 2K4 (“**MedicOasis**” or “**Company**”)

AND:

YU ZHI WANG, the sole shareholder of MedicOasis, of [address] (“**Wang**”)

AND:

ANTONIO BRAMANTE, of 785 Lajoie, Dorval, Quebec, H9P 1G7 (“**Antonio**”)

AND:

CANNA TECHNOLOGY INC., a company incorporated under the laws of Canada and having an address of 101-1666 rue Thierry, LaSalle Québec H8N2K4

(“**CannaTechnology**”)

any of whom are referred to as a “Party” or “Parties”

BACKGROUND

- A. MedicOasis has submitted an application to become a Licensed Producer and sell medical marijuana under Health Canada’s *Access to Cannabis for Medical Purposes Regulations* (“**ACMPR**”), which has cleared security clearance and has been approved in principle and is entering the buildout operational readiness phase (the “**Application**”);
- B. Antonio and/or Wang or a company either of them controls, has entered into an offer to lease in respect of property located at 5890 Andover Avenue, Mount Royal, Quebec (the “**Lease**”), such property which is subject to the Lease to be the location for MedicOasis’ production facility;

- C. Purchaser is a British Columbia company that will be applying for listing on the Canadian Securities Exchange (the “CSE”), and the Purchaser’s management has expertise for the production, distribution, and marketing of medical marijuana products; and
- D. Purchaser wishes to purchase from Wang all of the outstanding common shares of Medic Oasis (the “**MedicOasis Shares**”) on the terms and conditions contained in this Agreement, including the payments to CannaTechnology.

TERMS OF AGREEMENT

In consideration of the promises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. CONSIDERATION AND OPERATION

- 1.1 In consideration of the payments by the Purchaser to Wang and CannaTechnology as set out herein, Wang hereby sells and transfers to Purchaser, and Purchaser hereby purchases and acquires from Wang, upon and subject to the terms and conditions hereof, all of the rights, title and interest of Wang in the MedicOasis Shares, initially as to 990 MedicOasis Shares and subsequently as to 10 MedicOasis Shares for the consideration as follows:
 - (a) \$400,000 in cash to Wang within 5 business days (being days on which banks in British Columbia are open, each a “**Business Day**”) of signing this Agreement;
 - (b) \$650,000 in Orion common shares (the “**Orion Shares**”) as fully paid and non-assessable at a deemed price of \$1.00 per Orion Share and a further \$150,000 in Orion Shares as fully paid and non-assessable, representing past consulting services provided by CannaTechnology, at a deemed price of \$1.00 per Orion Share to CannaTechnology within 5 days of signing this Agreement;
 - (c) \$650,000 in Orion Shares as fully paid and non-assessable at a deemed price of \$1.00 per Orion Share to CannaTechnology once MedicOasis has been granted the City building permits to start construction;
 - (d) \$650,000 in Orion Shares as fully paid and non-assessable at a deemed price per Orion Share equal to the market price of the Orion Shares (as traded on the CSE) at the time of issuance to CannaTechnology once MedicOasis has received Health Canada approval for Ready to Build stage; and
 - (e) \$650,000 in Orion Shares as fully paid and non-assessable at a deemed price per Orion Share equal to the market price of the Orion Shares (as traded on the CSE) at the time of issuance to CannaTechnology once MedicOasis has received Health Canada approval for cultivation.
- 1.2 The closing will take place in two tranches, the first tranche closing for 990 MedicOasis Shares will occur following Orion’s completion of the payments in subsection 1.1(a) and (b) (the “**First Tranche Closing**”) and the second tranche closing for 10 MedicOasis Shares will occur following Orion’s completion of the payments set out in subsections 1.1(c), (d) and (e) (the “**Second Tranche Closing**”). The First Tranche Closing and

Second Tranche payments may be made to legal counsel for MedicOasis in trust, as may be agreed by the parties.

- 1.3 CannaTechnology acknowledges and understands that the Orion Shares are being issued to it pursuant to appropriate exemptions from the prospectus requirements of securities laws (the “**Exemptions**”) and accordingly:
- (a) Orion is relying on an exemption from the requirement to provide CannaTechnology with a prospectus and to, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (British Columbia), including statutory rights of rescission or damages, will not be available;
 - (b) CannaTechnology may not receive information that might otherwise be required to be provided to CannaTechnology, and Orion is relieved from certain obligations that would otherwise apply under the Securities Act if the Exemptions were not being relied upon by Orion;
 - (c) there is no government or other insurance covering the Orion Shares;
 - (d) there are risks associated with the acquisition of the Orion Shares;
 - (e) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Orion Shares; and
 - (f) the Orion Shares are subject to resale restrictions under applicable securities law, and CannaTechnology agrees to comply with such restrictions.

2. CONDITIONS PRECEDENT

2.1 **Purchaser’s Conditions.** The obligation of Purchaser to purchase Wang’s interest in and to the MedicOasis Shares is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Purchaser and may be waived by Purchaser:

- (a) the representations and warranties of Wang, MedicOasis and CannaTechnology herein contained shall be true in all material respects when made and as of the Closing Time (for the First Tranche Closing or the Second Tranche Closing);
- (b) all obligations of Wang, MedicOasis and CannaTechnology contained in this Agreement to be performed prior to or at the Closing Time (for the First Tranche Closing or the Second Tranche Closing) shall have been timely performed in all material respects;
- (c) there shall be no claims or proceedings threatened or pending involving Wang, MedicOasis and CannaTechnology in connection with the MedicOasis Shares, the Application or the Lease which claims or proceedings in the aggregate would, in the opinion of the Purchaser, have a material adverse effect on MedicOasis;

- (d) at the First Tranche Closing Time, Wang shall have delivered certificates representing 990 MedicOasis Shares registered as directed by the Purchaser;
- (e) at the First Tranche Closing Time (or as soon as practicable thereafter), Wang, MedicOasis, Antonio and CannaTechnology shall have delivered, or cause to be delivered to Purchaser, the MedicOasis books and records, financial records, assets and anything required to assign or transfer the Lease to MedicOasis; and
- (f) at the Second Tranche Closing Time, Wang shall have delivered certificates representing 10 MedicOasis Shares registered as directed by the Purchaser.

2.2 The conditions contained in Section 2.1 hereof are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time. Wang, MedicOasis and CannaTechnology acknowledges that the waiver by the Purchaser of any condition or any part of any condition will constitute a waiver only of such condition or such part of such condition, as the case may be, and will not constitute a waiver of any covenant, agreement, representation or warranty made by any of Wang, MedicOasis and CannaTechnology that corresponds or is related to such condition or such part of such condition, as the case may be. If any of the conditions contained in Section 2.1 hereof are not fulfilled or complied with as herein provided, the Purchaser may, at or prior to the Closing Time, at the Purchaser's sole option, rescind this Agreement by notice in writing to Wang, MedicOasis and CannaTechnology and, in such event, the Purchaser will be released from all obligations hereunder. In such event, Wang, MedicOasis and CannaTechnology will also be released from all obligations hereunder.

2.3 **Wang and CannaTechnology Conditions.** The obligation of Wang to sell her interest in and to the MedicOasis Shares is subject to the following conditions precedent, which are inserted herein and made part hereof for the exclusive benefit of Wang and CannaTechnology and may be waived by Wang and CannaTechnology:

- (a) the representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Time; and
- (b) all obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects;

2.4 The conditions contained in subsection 2.3 hereof are inserted for the exclusive benefit of Wang and CannaTechnology and may be waived in whole or in part by Wang and CannaTechnology at any time. The Purchaser acknowledges that the waiver by Wang and CannaTechnology of any condition or any part of any condition will constitute a waiver only of such condition or such part of such condition, as the case may be, and will not constitute a waiver of any covenant, agreement, representation or warranty made by the Purchaser herein that corresponds or is related to such condition or such part of such condition, as the case may be. If any of the conditions contained in subsection 2.3 hereof are not fulfilled or complied with as herein provided, Wang and CannaTechnology may, at or prior to the Closing Time, at Wang and CannaTechnology's sole option, rescind this Agreement by notice in writing to the Purchaser and, in such event, Wang and

CannaTechnology will be released from all obligations hereunder. In such event, the Purchaser will also be released from all obligations hereunder.

2.5 **Efforts to Fulfil Conditions Precedent.** Purchaser and Wang and CannaTechnology shall proceed diligently and in good faith and use best efforts to satisfy and comply with and assist in the satisfaction and compliance with the conditions precedent. If there is a condition precedent that is to be satisfied or complied with prior to the Closing Time, and if, by the time the condition precedent is to be satisfied or complied with, the Party for whose benefit the condition precedent exists fails to notify the other Party whether or not the condition precedent has been satisfied or complied with, the condition precedent shall be conclusively deemed to have been satisfied or complied with

3. REPRESENTATIONS AND WARRANTIES OF WANG AND MEDICOASIS

3.1 Wang and MedicOasis hereby represent and warrant to the Purchaser that:

- (a) The Company validly exists as a corporation in good standing under the laws of the province of Quebec;
- (b) Wang is the registered and beneficial owner of 1000 Shares of the Company free and clear of all liens or encumbrances of any nature or kind whatsoever, and at the Closing Time, good, valid, marketable and indefeasible title to the MedicOasis Shares shall be vested in the Purchaser, free and clear of any lien or encumbrance whatsoever;
- (c) No proceedings are pending for, and Wang is unaware of any basis for the institution of, any proceedings leading to the dissolution or winding up of the Company or the placing of the Company in bankruptcy or subject to any other laws governing the affairs of insolvent persons;
- (d) All of the MedicOasis Shares are duly authorized and validly issued and are outstanding as fully paid and non-assessable;
- (e) At the Closing Time for the First Tranche Closing none of the MedicOasis Shares will be subject to any voting trust or voting agreement and there will not be any proxy in existence with respect to any of the MedicOasis Shares;
- (f) There is no contract, option, or other right of another binding upon or which at any time in the future may become binding upon Wang to sell, transfer, assign, pledge, charge, hypothecate, mortgage or in any other way dispose of or encumber any of the MedicOasis Shares other than pursuant to the provisions of this Agreement;
- (g) There are no actions, suits, proceedings or claims pending or threatened with respect to or in any manner affecting the ownership by Wang of the MedicOasis Shares, and none of the MedicOasis Shares are subject to any agreement (other than the present Agreement) to buy or sell or restricting, limiting or in any manner affecting the transferability thereof;
- (h) Wang is a resident of Canada within the meaning of the *Income Tax Act* (Canada);

- (i) Schedule "A" sets out full descriptions of the MedicOasis assets and material contracts;
- (j) Other than as disclosed to the Purchaser, MedicOasis has no liabilities other than in the ordinary course of operations and Wang and MedicOasis declare that there are no debts owed by the Company;
- (k) The Application is presently at Confirmation of Site Readiness Stage.
- (l) There are no actions, investigations or proceedings before any court, arbitrator or governmental authority which, if decided adversely to Wang or CannaTechnology, might have a material adverse effect on the MedicOasis Shares or the Application, nor, to the knowledge of Wang or CannaTechnology, are there any such actions, investigations or proceedings pending or threatened. There is not presently outstanding any judgment, decree, injunction, rule or order of any governmental authority which may have a material adverse effect on title to the MedicOasis Shares or the Application, the ability of MedicOasis to continue to carry on its operations with the Application, or the ability of Wang or CannaTechnology to complete the transactions contemplated by this Agreement;
- (m) There are no consents, authorizations, licences, permits or orders of any Person required to permit Wang or CannaTechnology to complete the transactions contemplated by this Agreement, except for consents as may be required to transfer the Lease from Wang and/or Antonio or a company controlled by them to MedicOasis;
- (n) MedicOasis does not have any employees nor has it had any employees in the past;
- (o) Other than as disclosed to the Purchaser,
 - (i) there are no claims for taxes which might result in an encumbrance on any of MedicOasis' business or the MedicOasis Shares;
 - (ii) MedicOasis has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and neither Wang nor CannaTechnology is aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing thereon and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by MedicOasis for the payment of any material tax, governmental charge, penalty, interest or fine against MedicOasis; and
 - (iii) there are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of Wang and CannaTechnology, pending against MedicOasis which could result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties.

interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and MedicOasis has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

- (p) Since incorporation, the business and operations of MedicOasis in respect of the Application and conduct and communication therefor has been operated in the ordinary course of business, consistent with past practice, and Wang has not:
 - (i) incurred any obligation, entered into any transaction or acquired, encumbered or disposed of any property relating to MedicOasis except in the ordinary course of business; or
 - (ii) been made aware of any anticipated loss from any contract which would have a material adverse effect;
 - (iii) been made aware that there has been a material adverse change in the Application; and
 - (iv) there has not been any agreement by Wang, CannaTechnology or MedicOasis to do any of the foregoing; and
- (q) There are no material rights, privileges or advantages presently enjoyed by Wang or MedicOasis in respect of the Application or the Lease which might be lost as a result of the consummation of the transactions contemplated under this Agreement.

3.2 All of the representations, warranties, covenants and agreements made by Wang and MedicOasis hereto in this Agreement shall continue for 2 years after the Closing Time of the First Tranche Closing.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 The Purchaser represents and warrant to the Wang and CannaTechnology that:

- (a) The Purchaser validly exists as a company in good standing under the laws of the province of British Columbia;
- (b) No proceedings are pending for, and the Purchaser is unaware of any basis for the institution of, any proceedings leading to the dissolution or winding up of the Purchaser or the placing of the Purchaser in bankruptcy or subject to any other laws governing the affairs of insolvent persons;

- (c) The Purchaser has the corporate power to own, lease and operate its properties and assets and to carry on its business as it is currently being conducted, and the Purchaser is duly qualified as a corporation to conduct its business in each jurisdiction where qualification is necessary;
- (d) The Purchaser has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder and thereunder; the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (e) The execution and delivery by the Purchaser of this Agreement and the consummation of the transactions contemplated hereunder and thereunder will not result in the breach of any of the provisions of, or constitute a default under or conflict with or cause the acceleration of any of the obligations of the Purchaser under:
 - (i) any contracts, agreements, commitments and entitlements of the Purchaser;
 - (ii) any provisions of the constating documents of the Purchaser, or resolutions of its directors or shareholders or any agreement among shareholders of the Purchaser;
 - (iii) any judgment, decree or award of any governmental authority or arbitrator so as to prevent or otherwise affect the transfer of the MedicOasis Shares to the Purchaser; and
- (f) This Agreement constitutes a valid and legally binding obligation of the Purchaser enforceable against it in accordance with their terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, and other similar laws affecting enforceability of creditors' rights generally, and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

4.2 All of the representations, warranties, covenants and agreements made by the Purchaser hereto in this Agreement shall continue for 2 years after the Closing Time of the First Tranche Closing.

5. POST-CLOSING CONSULTANTS AND ONGOING MATTERS

5.1 Following the First Tranche Closing, the Purchaser as then 99% shareholder of the Company, will cause the Company to enter into a consulting contracts with the parties listed below (the “**Current Consultants**”) to stay involved with the Company for a minimum of one year or until replaced by the Company on terms reasonably acceptable to the Company and the Current Consultants provided that, each Current Consultant agrees to remain until 3 new persons, replacing the Current Consultants and employees have cleared security clearance as per ACMPR regulations. The Current Consultants are:

- (a) Yu Zhi Wang- SPIC (Senior Person in Charge)

- (b) Xue Ying Wang – RPIC (Responsible Person in Charge)
- (c) CannaTechnology (Regulatory Affairs & Consultant to the file)

5.2 Following the First Tranche Closing, the Purchaser as then 99% shareholder of the Company, will be responsible for funding required by the Company for all its expenses, including without limiting the generality of the foregoing, the Lease cost, all Application costs and fees for the Current Consultants.

5.3 Following the First Tranche Closing, and until the Closing Time for the Second Tranche Closing, Wang, as a director of MedicOasis will not cause or permit MedicOasis to issue further MedicOasis Shares or rights to acquire additional MedicOasis Shares, unless agreed to by the Orion Nominee Director (as defined herein).

6. CLOSING

The transactions contemplated by this Agreement shall close (the “**Closing Time**”) upon completion of the following:

- (a) The First Tranche Closing will occur:
 - (i) following Orion’s completion of the payments in subsection 1.1(a) and (b) of this Agreement;
 - (ii) Wang transferring 990 MedicOasis Shares to the Purchaser; and
 - (iii) an additional director nominated by the Purchaser being added to the Board of Directors of MedicOasis (the “**Orion Nominee Director**”); and
- (b) The Second Tranche Closing will occur:
 - (i) following Orion’s completion of the payments in subsection 1.1(c), (d) and (e) of this Agreement; and
 - (ii) Wang transferring 10 MedicOasis Shares to the Purchaser.

7. MISCELLANEOUS

7.1 **Announcements.** Any press release, public announcement or publicity by any Party shall be made only with the prior written consent of the other Party unless such release, announcement or publicity is required by Applicable Law, in which case such Party shall endeavour in good faith to obtain the other Party's approval to the form, nature and extent of such disclosure, which approval shall not be unreasonably withheld.

7.2 **Further Assurances.** Each Party upon the request of the other shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement. For greater certainty,

Wang, CannaTechnology and Antonio agree to do all such things required in connection with advancing the Application and securing the Lease.

7.3 **Successors in Interest.** This Agreement and the provisions hereof shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Each Party may assign its rights and obligations under this Agreement to an affiliate.

7.4 **Notices.** Any notice or writing required or permitted to be given under this Agreement or any communication otherwise made in respect of this Agreement (referred to in this Section as a “Notice”) shall be sufficiently given if delivered or transmitted by e-mail:

In the case of a notice to MedicOasis, Wang or CannaTechnology at: 101-1666 rue Thierry LaSalle Québec H8N2K4. Canada

In the case of a notice to Purchaser at: 300 – 1055 West Hastings Street, Vancouver, BC, V6E 2E9 (E-mail: jf@orionnutra.ca and chrischerry@orionnutra.ca)

or at such other address as the Party to whom such Notice is to be given shall have last notified the Party giving the same, in the manner provided in this Section. Any Notice delivered to the Party to whom it is addressed as provided in this Section shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day then the Notice shall be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email shall be deemed given and received on the first Business Day after its transmission. Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by email or similar electronic communication and addressed as follows:

7.5 **Expense.** Each Party shall bear and pay all of its own costs, expenses and fees (including, without limitation, legal counsel and accounting fees and disbursements) incurred by it in connection with the preparation, execution and consummation of this Agreement and the transactions contemplated hereunder.

7.6 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

7.7 **Severability.** Any Article, Section or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed herefrom and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall (a) be severed from any illegal, invalid or unenforceable Article, Section or other subdivision of this Agreement or any other provision of this Agreement, and (b) otherwise remain in full force and effect.

- 7.8 **Time of Essence.** Time is of the essence.
- 7.9 **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia with respect to any matter arising under or relating to this Agreement.
- 7.10 **Assignment and Benefit.** Neither this Agreement nor any of the rights or obligations under this Agreement are assignable by either Party without the prior written consent of the other Party. Subject to that condition, this Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
- 7.11 **Entire Agreement.** This Agreement, including the Schedules, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supercedes all prior agreements, understandings, negotiations and discussions of the Parties.
- 7.12 **Currency.** All of the dollar amounts mentioned in this Agreement or in the Schedules annexed hereto shall be in Canadian funds, unless otherwise specifically denominated.
- 7.13 **Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not affect the interpretation hereof.
- 7.14 **Amendment.** No amendment shall be binding unless expressly provided in an instrument duly executed by the Parties.
- 7.15 **Waiver.** No waiver, whether by conduct or otherwise, of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in an instrument duly executed by the Parties to be bound thereby.

AS EVIDENCE OF THEIR AGREEMENT, the Parties hereby execute this Agreement as of the date above and written in English with consent of all Parties.

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PURCHASER
ORION NUTRACEUTICALS INC.
 Per: "Marcelin O'Neill"
 Name: Marcelin O'Neill
 Title: Director & CCO
 I/We have the authority to bind the
 corporation

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)
) **MEDICOASIS INC.**
)

) Per: _____
) Name: Yu Zhi Wang
) Title: President and SPIC
) I/We have the authority to bind the
) corporation

)
)
) **CANNA TECHNOLOGY INC.**
)

) Per: “Antonio Bramante”
) Name: Antonio Bramante
) Title: Vice President
) I/We have the authority to bind the
) corporation

“Yu Zhi Wang”

YU ZHI WANG

“Antonio Bramante”

ANTONIO BRAMANTE

Schedule "A"

MedicOasis Material Contracts and Assets

ACMPR Application 10-MM0485

Lease – offer to lease from Les Herbes Dome Inc. (as landlord) to 9292-4372 Quebec Inc. (and/or nominee) represented by Wang for premises located at 5890 Andover Avenue, Mount Royal, Quebec