



**CUSTOMS BOND**

Pursuant to the acts, regulations and other authorities governing the Customs activity identified below, we the "Principal" and "co-principal" and "surety" jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns in the amount stated below unto Her Majesty in right of Canada, her heirs and successors as represented by the Minister of National Revenue of Canada. We the principal and co-principal further acknowledge that we are required to furnish and maintain security in the amount noted

1. **ACTIVITY TO BE SECURED:** The Temporary Importation of Goods
- RELEVANT LEGISLATIVE AUTHORITY:** Temporary Importation (Tariff Item No. 9993.00.00) Regulations
- BOND AMOUNT:** Twenty-five Thousand 00/100 DOLLARS (\$25,000.00)
2. **LEGISLATIVE AUTHORITIES**
- |   |  |
|---|--|
| <i>Customs Brokers Licensing Regulations</i>    | <i>Duty Free Shop Regulations</i>                                      |
| <i>Transportation of Goods Regulations</i>      | <i>Temporary Importation (Tariff Item 9993.00.00) Regulations</i>      |
| <i>Customs Bonded Warehouse Regulations</i>     | <i>Accounting for Imported Goods and Payment of Duties Regulations</i> |
| <i>Customs Sufferance Warehouse Regulations</i> | <i>Other authorities may be accepted.</i>                              |

Now the condition of the above written obligation is such that if the obligation imposed by these legislative Authorities is well and truly performed then this obligation shall be void and of no effect but otherwise shall be and remain in full force, virtue and effect. Notwithstanding the foregoing, it is understood and agreed that the liability of the surety under this bond shall be limited to the amount stated herein and shall not be cumulative during the existence of this bond.

3. Specify the period of validity of this bond as determined by the relevant Regulations: (check one box only)
- a)  Continuous bond - Effective Date: **October 11th, 2005**
- b)  Bond for a specified period - Commencing on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_ and terminating on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

4. It is understood that the above-written obligation shall apply to activities conducted at **all customs offices in Canada.**

5. a) Provided that the surety gives the customs office holding the security thirty days notice by registered mail of its intention to terminate the obligation taken, then this obligation and all liability shall cease insofar as any act or dealing by the principal and co-principal subsequent to the termination date is concerned, but otherwise shall remain in full force and effect.
- b) The liability of the principal and co-principal and of the surety hereunder, shall arise upon receipt by the surety of a written demand from Canada Customs and Revenue Agency (CCRA) containing relevant documentation to substantiate the claim. However, if the principal or co-principal or the surety provides, within 60 days of the date of such demand, evidence to disprove the claim, then such liability, if any, arises on the date of the notice confirming that the demand is valid. All such demands shall be given to the surety within one year following the date of termination of this bond.

6. Notwithstanding this bond, it is understood that CCRA may, at any time, as it sees fit, refuse the privileges associated with this bond.

7. In witness whereof the principal and co-principal has hereunto set his hand and seal and the surety has caused these present to be sealed with its corporate seal, attested to by the signature of its duly authorized officials, the day and year written below. We the principal and co-principal further testify that we have read and understand the relevant acts, regulations and other authorities indicated herein, and hereby undertake to be strictly governed by the provisions thereof.

<b>Principal (name and address)</b>	<b>Signature and Seal</b>
Panoz Motor Sports Ltd. DBA Mosport International Raceway	Name and Title <i>Mykes Brandt</i> <i>President &amp; General Manager</i>
3233 Concession Road, #10	Signature <i>Mykes Brandt</i>
Bowmanville, Ontario L1C 3K6	Name and Title
<b>**Co-principal (name and address)</b>	<b>Signature and Seal</b>
	Name and Title
	Signature
	Name and Title
<b>Surety (name and address)</b>	<b>Signature and Seal</b>
ST. PAUL GUARANTEE INSURANCE COMPANY	Name and Title <i>Linda Mountford, Attorney-In-Fact</i>
77 King Street West, Royal Trust Tower, 34 <sup>th</sup> Floor, P.O. Box 284, Toronto, Ontario M5K 1K2	Signature <i>Ching Mei Chen</i>
	Name and Title <i>Ching Mei Chen, Attorney-In-Fact</i>

8. Signed, sealed and delivered in the presence of WILLIAM HAY LYNETT (not required when sealed)  
William Hay Lynett (witness for principal and co-principal)

9. Dated this 11<sup>th</sup> day of October year 2005.