





APPENDIX “A” (PAGE 2 OF 2)
Complete in block letters

This appendix is an integral part of the Agreement number: _____

DESCRIPTION (QUANTITY, MAKE, MODEL, YEAR AND SERIAL NUMBER)	
1 Stoughton AVXW-535T-S-C-AR, 2018, N/S: 1DW1A5321JS807333	
1 Stoughton AVXW-535T-S-C-AR, 2018, N/S: 1DW1A532XJS807332	
1 Stoughton AVXW-535T-S-C-AR, 2018, N/S: 1DW1A5325JS807335	
1 Stoughton AVXW-535T-S-C-AR, 2018, N/S: 1DW1A5327JS807336	
1 Freightliner Cascadia 125, 2011, N/S: 1FUJCLDR0BCAV3553	Initials:  Y.S.
1 International 9200i, 2007, N/S: 2HSCEAPR77C363043	

Together with all components and accessories.

Orbit Express Inc.	10055913 Canada Inc.		
Legal name of Borrower (Block letters)			
E-SIGNED by Kulwant Singh on 2022-01-14 09:35:49 EST	E-SIGNED by Kulwant Singh on 2022-01-14 09:35:51 EST		
 Signature – Orbit Express Inc.	 Signature – 10055913 Canada Inc.	Signature	Signature
Kulwant Singh, Secretary Name and title (Block letters)	 Name and title (Block letters)	Name and title (Block letters)	Name and title (Block letters)
2022-01-14 Date	2022-01-14 Date	Date	Date
I have the authority to bind the corporation	I have the authority to bind the corporation.	I have the authority to bind the corporation.	I have the authority to bind the corporation.



Mitsubishi HC Capital Canada, Inc.
 3390 South Service Road, Suite 301
 Burlington, Ontario L7N 3J5
 P > 1 855 840-1298
www.mhccna.com

APPENDIX "B" – PREREQUISITES AND SPECIAL CONDITIONS

Complete in block letters

This appendix is an integral part of the Agreement number: _____

Notwithstanding any other provision of this Agreement, and without prejudice to the Lender's rights under this Agreement, the Lender shall not be obligated or required to provide any advance, nor take, accomplish or execute any action in accordance with this Agreement, unless or until the following conditions have been satisfied to the Lender's entire satisfaction (unless otherwise waived by the Lender in writing): a) this Agreement and each appendix have been duly executed by the Borrower and delivered to the Lender; b) the Lender shall have obtained all documents and agreements requested with regards to the transactions contemplated by this Agreement, including, without limitation, all documents and agreements, financial statements, share certificates, documents confirming the payment of all invoices and/or annulled cheques for the Equipment, in each case according to the terms and conditions of this Agreement and to the Lender's satisfaction; c) the security interests created under this Agreement and under any other security agreement required in connection with this Agreement are valid and enforceable, and provide in favour of the Lender a first-ranking priority with respect to the Equipment; d) proof to the satisfaction of the Lender that each party to this Agreement has obtained all required consents and approvals required for the execution and delivery of this Agreement, and the performance of such party's obligations under this Agreement and the transactions contemplated herein; e) receipt of written confirmation of the existence of the insurance policies required under section 13 of this Agreement and confirmation that the Lender has been named as loss payee thereof, in each case to the entire satisfaction of the Lender; f) confirmation that the representations and warranties set out in this Agreement are valid and accurate as at the date hereof, on the date of each advance and on the date of each Extension; g) the Borrower has paid to the Lender any required fees; h) the Lender shall have obtained, at its expense, an evaluation of the Equipment, the results of which shall be to the Lender's satisfaction; i) prior to each and every advance or Extension, confirmation that no default or event of default has occurred under this Agreement and confirmation that such advance or Extension shall not cause a default or event of default under this Agreement; j) the Lender has received the prescribed notice for an advance or Extension; and k) confirmation that each of the following conditions has been satisfied to the satisfaction of the Lender:

1. confirmation to the complete satisfaction of the Lender that the outstanding Annual returns of the Borrower have been duly filed to Corporations Canada;
2. confirmation of any necessary or desirable registrations or filings at any personal property registry required to preserve, protect or perfect the security interests created under this Agreement or any security agreement granted in favour of the Lender;
3. receipt by the Lender of the 2021 inhouse financial statements of the Borrower;
4. receipt by the Lender of the complete list or accounts payable of the Borrower;
5. receipt by the Lender of all other documents, consents, acknowledgements and agreements as the Lender may reasonably require;
6. satisfaction of such other conditions as the Lender may reasonably request.

SPECIAL CONDITIONS:

1. All Equipment is subject to depreciation of twenty percent (20%) per year. Assuming the line is fully used, the Borrower shall be required to make a 20% payment or add additional equipment to the Borrowing Base which shall have a Forced Liquidation Value of minimum two hundred thousand dollars (\$200,000), subject to Lender's acceptance and to Lender's entire discretion.

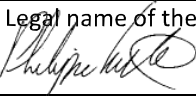
INITIALS: **K.S.** INITIALS: **Y.S.**

In the event that the Lender accepts an extension of the Date of Maturity, the following conditions will apply:

- 2. In order for the Maximum Amount Loaned to remain the same, the Borrower shall add equipment to the Borrowing Base which shall have a Forced Liquidation Value of minimum two hundred thousand dollars (\$200,000).
- 3. Without any addition of equipment to the Borrowing Base, the Maximum Amount Loaned shall be reduced by twenty percent (20%).

It is understood, however, that such conditions are subject to the Borrower not being in default hereunder. It is also understood that all the other terms and conditions described in Section 7 remain applicable and unchanged.

Orbit Express Inc.	10055913 Canada Inc.		
Legal name of Borrower (Block letters)			
E-SIGNED by Kulwant Singh on 2022-01-14 09:36:03 EST	E-SIGNED by Kulwant Singh on 2022-01-14 09:36:04 EST		
Signature – Orbit Express Inc.	Signature – 10055913 Canada Inc.	Signature	Signature
Kulwant Singh, Secretary			
Name and title (Block letters)	Name and title (Block letters)	Name and title (Block letters)	Name and title (Block letters)
2022-01-14	2022-01-14		
Date	Date	Date	Date
I have the authority to bind the corporation	I have the authority to bind the corporation	I have the authority to bind the corporation	I have the authority to bind the corporation

Mitsubishi HC Capital Canada, Inc.
Legal name of the Lender (block letters)

Signature
Name and title (Block letters)
Date
I have the authority to bind the corporation

This is Exhibit "F" referred to in the Affidavit of Samuel LeBlond affirmed by Samuel LeBlond of the Region of Lanaudière, in the Province of Quebec, before me at the City of Toronto, in the Province of Ontario, on July 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER



Mitsubishi HC Capital Canada Leasing, Inc.
3390 South Service Road Suite 301
Burlington (ON) L7N 3J5
P > 1 855 840-1298
www.mhccna.com

CONTRACT NUMBER 36914

EQUIPMENT LEASE AGREEMENT

Legal Name of Lessee	Orbit Express Inc.		
Address	28 Cape Dorset Cres	Contact person	Kulwant Singh
City/Prov.	Brampton, ON	Tel.	905-296-3353
Postal Code	L6R 3L2	Cell.	519-965-2810
Location of Equipment (if different than Lessee's address): 28 Cape Dorset Cres Brampton, ON, CAN			

Equipment Description (Quantity, Make, Model, Year, Condition, Serial Number)	Term	Payment frequency	No. of Lease Payments	Amount of Lease Payments before taxes
	37	Monthly	1	\$ 6,800.00
• 1 TRUCK, INTERNATIONAL, LT, 2018, VIN:3HSDZAPR9JN244781 • 1 TRUCK, INTERNATIONAL, PS, 2016, VIN:3HSDJAPR4GN735520 With all components and accessories	TERMS OF PAYMENT: LEASE PAYMENTS ARE PAYABLE IN ADVANCE AND AMOUNTS ARE SUBJECT TO ANY CHANGES IN APPLICABLE TAXES. No. of advanced payments (excluding 1st instalment): _____ Residual Value: \$ 10.00		36	\$ 4,127.19

By signing this Lease, Lessee agrees to the terms and conditions of this Lease and certifies that all Equipment has been delivered and is in good operating order. Lessee unconditionally accepts the Equipment and requests that Mitsubishi HC Capital Canada Leasing, Inc. doing business as MHCCL (the "Lessor") accepts this Lease and pay the supplier of the Equipment (see pages 2 to 5 for additional terms and conditions pertaining to the Lease).

Orbit Express Inc.

Legal Name of Lessee (block letters)

X 

Signature

Signature

Signature

Kulwant Singh

Name and title (block letters)

Name and title (block letters)

Name and title (block letters)

GUARANTEE. The undersigned (hereinafter the "Guarantor"), hereby irrevocably, unconditionally and solidarily (jointly and severally) guarantees to Lessor the payment of all Lease Payments and all other obligations arising hereunder (the "Obligations"). The Guarantor further agrees that if the Lessee defaults on any of its obligations to perform under this Lease, the Guarantor will meet all obligations of the Lessee hereunder. This is an absolute, unconditional, irrevocable and continuing guarantee and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full, and Lessor has terminated this Guarantee. This Guarantee will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. This Guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute this Guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Lessee. The Guarantor also hereby waives the benefit of discussion and division.

X 

Guarantor Signature

Guarantor Signature

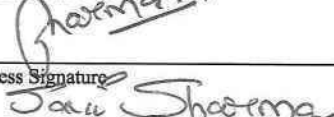
Guarantor Signature

Kulwant Singh

Guarantor name (block letters)

Guarantor name (block letters)

Guarantor name (block letters)

X 

Witness Signature


Witness Signature

Witness Signature

Witness name (block letters)

Witness name (block letters)

Witness name (block letters)

Per: 	Acknowledgement of the Lessor	Lease Commencement Date
		Apr 13, 2022

GST : 101074375RT0001

1. SUBJECT. Subject to the compliance by the Lessee with the terms and conditions of this lease (the "Lease"), the Lessor hereby Leases the equipment described above (the "Equipment") to the Lessee on the terms set out above which Equipment has been purchased by the Lessor at the express request of the Lessee.

2. TERMS. The Lessee shall pay to the Lessor, for the use of the Equipment, the Lease Payments set forth above at the Lessor's head office address in the following manner and at the following times: the first Lease Payment shall be paid at the time of execution of this Lease by the Lessee and subsequent Lease Payments shall be paid on the first day of each month during the Term hereof or on any such other date as may be specified by the Lessor from time to time. Lessee shall make a partial payment for the period between the delivery date of the Equipment and the due date of the first Lease Payment (per diems). Each Lease Payment is payable in advance, without deduction, discount or set-off, all such rights being hereby expressly waived and released by the Lessee. Any additional payments required to be made hereunder from time to time by the Lessor shall be paid by the Lessee using the method of payment initially agreed upon between the parties. This Lease shall begin on the Lease Commencement Date to be established by Lessor when they accept the Lease. The Lessee acknowledges that no maintenance or service obligations are included in this Lease.

3. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease although previously signed by Lessee, by the insertion or correction of serial numbers, make/model and/or other identifying references to the Equipment and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease, and that Lessor shall be entitled to unilaterally correct same.

4. USE AND LOCATION OF EQUIPMENT. Lessee shall cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental regulations, if any, and used solely for business or commercial purposes and not for illegal purposes, nor for personal, family or household purposes. As long as the Lessee is not in default, the Lessee could and should have in its possession the Equipment and use it in Canada and exceptionally in the United States upon written authorization from the Lessor. Lessee will promptly notify Lessor of any loss or damage to the Equipment. Lessee will promptly pay all taxes, assessments, license fees and other charges levied or assessed against the Equipment or this Lease. No export of the Equipment by the Lessee shall be permitted unless Lessee has received a prior written authorization from the Lessor. If Lessor so consents, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein. The Lessee must provide any other necessary information required by the Lessor regarding the location of the Equipment. The Lessee declares that the vehicle is registered, if applicable, in the province where the property is located, as indicated in the "Location of the Equipment" section. If no Location of the Equipment is specified, the Lessor considers that the Equipment is registered in the Province of the Lessee. Applicable Taxes are based on this Equipment Location. The Equipment shall be located and used by the Lessee at the above designated location and shall not be moved from said location without the prior written consent of the Lessor. The Equipment shall retain personal and moveable property and shall not in any manner be fixed or attached to any real or immovable property without prior written consent of Lessor. Lessee shall be liable for all costs and expenses incurred in the removal of the Equipment and the repair of any damage caused by such removal. Lessee shall not use Equipment to transport hazardous material without obtaining prior written consent from Lessor. Furthermore, the Lessee acknowledges that despite the fact that the Lessor is owner of the Equipment, the Lessee has exclusive custody and control of the Equipment during the Lease and assumes all responsibility, thereby fully exonerating the Lessor.

5. MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATIONS. At its own expense, Lessee will maintain the Equipment in good working order and condition, furnish all parts, accessories, maintenance, repair and other services necessary for such purpose. Without prior consent of Lessor, Lessee agrees not to make any alterations or attachments to the Equipment, but where such consent has been granted and the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment or create a safety or environmental hazard. The Lessee shall, at its own expense, upon notice from the Lessor, remove the alteration or attachment and restore the Equipment to its former condition. Lessee shall pay all costs of losses caused by any such modifications or alterations and the Lessor shall become the absolute owner of all additions to the Equipment, whether incorporated therein or added or affixed thereto, all without any obligation by the Lessor to pay any amount whatsoever on account of same to the Lessee or to any third party. Lessor shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

All replacement Equipment, items, parts and accessories shall immediately upon acquisition by Lessee become the property of the Lessor. Lessor may, at its sole discretion make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the Equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease Agreement. Lessor may, at its sole discretion set out terms for repayment of such amounts, in addition to or as part of the regular Lease Payments.

6. REPRESENTATIONS AND WARRANTIES. Lessee selected the Equipment and the supplier based upon its own judgement and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessor is not the supplier of the Equipment nor the representative or agent of the supplier and had no part in the sale or selection of Equipment nor the opportunity to inspect the Equipment. Lessee acknowledges leasing the Equipment "as is, where is". Lessor has not made or given any representations or warranties concerning the condition, quality, authenticity, durability, market value and fitness for any purpose of the Equipment, and hereby disclaims any such warranties. Lessor hereby assigns to Lessee, for the sole purpose of making and prosecuting a claim, all rights and warranties Lessor may have against the supplier for breach of warranty or other representation, to the extent they are assignable. Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind caused directly or indirectly by the Equipment or any deficiency or defect thereof or the operation, maintenance or repair thereof. Lessee absolutely and unconditionally waives any right it may have, including rights pursuant to the sale of goods legislation of any applicable jurisdiction to assert any claim, proceeding, defense or cross demand against the Lessor on the grounds that the Equipment is defective, unsuitable for any particular purpose or otherwise. Notwithstanding any recourse, right of action or claim that may be asserted against the supplier for any reason whatsoever, Lessee is bound to execute payments to Lessor and therefore unconditionally agrees to make all Lease Payments as set hereinabove. Lessee further represents that it has the required capacity, power and authority to enter into this Lease and has obtained all necessary authorizations in such regard. The execution, delivery and performance by the Lessee of this Lease does not contravene any applicable law or regulation or any order of any governmental authority having jurisdiction over it, nor with any agreement of the Lessee nor with the provisions of its constituting documents, including any shareholders' agreement. Lessee currently operates an enterprise and this Lease is concluded with respect to and for the service and operation of such enterprise. All information supplied to the Lessor regarding the Lessee and the Lease is true and complete in all material respects. The Lessee is in compliance with all applicable environmental laws and regulations. These representations and warranties shall continue to be true and complete for the entire duration of the Lease. None of the Lessee or any of its respective directors, officers, employees or agents is a person listed in any sanctions-related list of designated persons maintained by the Government of Canada, the Office of Foreign Assets Control of the U.S Department of Treasury, the U.S Department of State, the United Nations Security Council, the European Union or any EU member state or any person owned or controlled by any such person. The Lessee shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Lessor to be in breach of or has the purpose of evading or avoiding, or attempts to violate any applicable law relating to financial transactions, anti-money laundering and terrorism, including, but not limited to, Canadian and United States economic sanctions, the USA Patriot Act, the Criminal Code, the Freezing Assets of Corrupt Foreign Officials Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

7. LAWS, TAXES AND FEES. As long as the Lease remains in effect, the Lessee shall comply in all respects and at its sole expense with all laws, ordinances, orders and regulations, present or future, including those related to the protection and the quality of the environment and in any way relating to this Lease and/or the Equipment and shall fully indemnify the Lessor from and against any claim, demand, liability or obligation whatsoever resulting from its default in the performance of such obligations. Lessee shall keep the Equipment free of all hypothecs, liens, pledges, charges, executions and encumbrances and shall pay when due all, rates, duties, assessments, fees, appropriations, toll violations, taxes and any other charges whatsoever which way be levied or assessed at any time or from time to time regarding this Lease or the Equipment as well as any amount that may be or may become due regarding the purchase, ownership, delivery, leasing, possession or working order of the Equipment. Any charges listed above paid by Lessor upon failure of Lessee to make such payments shall be payable immediately from Lessee to Lessor. Any provision of the Lease which cannot be executed in any given jurisdiction can be considered as without effect in the jurisdiction as long as it is prohibited and non-fulfilled, without invalidating the other provisions of the Lease. Insofar as the law permits it, the Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, The Distress Act of Manitoba or any similar legislations of another province or territory, and any relevant legislation

pertaining to the sale of the Equipment in any jurisdiction, where applicable. If the Lessee is an individual, you acknowledge that the Equipment is not a consumer good within the meaning of the applicable Personal Property Security Act, or similar laws of any other province including the Consumer Protection Act of the Province of Quebec.

8. INDEMNIFICATION AND REIMBURSEMENT OF EXPENSES. Lessee will pay all expenses, professional fees, liabilities, losses, charges, claims, proceedings, damages, penalties, fines and other costs incurred by the Lessor and each member of the Lessor's group and their respective officers, directors, agents and employees in the course of any proceeding, lawsuit or claim of whatever nature regarding this Lease and/or the Equipment and including, specifically, (i) as to the validity, priority or enforceability of the Lease, (ii) the condition, working order, installation, use, market value or other matters related to the Equipment, (iii) the maintenance, repair or overhaul of the Equipment, (iv) the failure of the Lessor to obtain good unencumbered title to any of the Equipment, (v) any infringement or alleged infringement of intellectual property or other rights, and (vi) any negative impact on the environment or violation of any environmental law. Lessee shall further indemnify and save harmless the Lessor's group and their respective officers, directors, agents and employees against all losses, liabilities, claims, demands, expenses, costs or professional fees regarding any claim, proceeding or lawsuit by reason of liability to the Lessee or to a third party caused by the Equipment following any injury, material damage, death or other claim of any kind or nature whatsoever. These indemnification and reimbursement provisions shall survive termination of this Lease.

9. INSURANCE. Upon delivery, Lessee bears total responsibility for the Equipment and accepts the risk of loss or damage to the Equipment. Lessee shall obtain and maintain during the Term, at its own expense, liability insurance and insurance against property damage or loss, in such amounts, in such form, and with insurers, satisfactory to Lessor. Each liability-insurance policy shall name Lessor as an additional insured and each property-damage policy shall name Lessor as sole and exclusive loss payee, and all policies shall (i) contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms or cancellation of the policy, (ii) provide that the Lessor's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents and (iii) provide a waiver by the insurer of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor. A certificate of insurance or any other written proof accepted shall be provided to the Lessor prior to the commencement of the Term. If the Lessee does not provide the said proof of insurance, the Lessor shall have the right (without obligation) to obtain insurance coverage for the Equipment at Lessee's expenses. The Lessee irrevocably authorises the Lessor to give a good discharge to the insurer for any monies paid under any such insurance policy. The Lessee shall assign to the Lessor or to its order the rights, claims and benefits arising under any such policy. The Lessee shall ensure that nothing is done or omitted to be done which is contrary to the terms of any such policy or which might reasonably be expected to entitle the insurer to cancel the policy or reduce or avoid any liability thereunder. The Lessee shall forthwith notify the Lessor in writing of any occurrence which gives rise or might reasonably be expected to give rise to a material claim in respect of the Equipment under a policy. The Lessee shall ensure that any claim in respect of the Equipment under any policy be made promptly and shall not settle any such claim without the prior written consent of the Lessor.

10. LOSS, DAMAGE OR DESTRUCTION. Lessee agrees to give Lessor prompt notice of any loss, damage or destruction of the Equipment or any part thereof. Lessee will at their own expense make proof of loss and take all other steps necessary to recover insurance benefits. Lessee will be responsible to pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by Lessor in its sole and absolute discretion is received by Lessor from the insurer or Lessee. Lessee agrees that Lessor shall not be required to provide Lessee with replacement Equipment while the Equipment is being repaired or replaced or if the Equipment is damaged beyond repair. Lessee further agrees that all expenses incurred shall be assumed by Lessee, without affecting or releasing Lessee's obligations of this Lease.

11. ASSIGNMENT, SUB-LETTING OR TRANSFER. Lessee shall not sell, assign, sublease, lien, encumber, transfer or otherwise dispose of, this Lease or the Equipment without the prior written consent of the Lessor and shall take all steps required to ensure that no such action shall occur or arise. If the Lessor agrees, the Lessee shall pay a \$1000.00 fee or Lessor's actual administrative fee. Lessor may at any time without notice to or the consent of Lessee assign all or part of its interest in this Lease or the Equipment. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Lessee hereby

accepts all such rights. Lessee shall not assert against any assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. The sale, assignment and transfer of this Agreement includes all lease payments and other monies payable hereunder, including any insurance proceeds.

12. OWNERSHIP OF EQUIPMENT. Lessor will remain at all times the sole and absolute owner of the Equipment. Lessee is liable for and agrees to fully indemnify and save harmless the Lessor against any fees or costs incurred by the Lessor at any time or from time to time in order to enforce its right or ownership in the Equipment and, if the Equipment is seized or claimed by a third party, the Lessee shall immediately notify the Lessor of same by certified mail with acknowledgment of receipt. Lessee is leasing the Equipment under the terms hereof for the period corresponding to the Term of this Lease and/or for the extension period, if any, subject at all times to the Lessor's right to terminate the Lease in accordance with the provisions contained herein. Lessor may require that plates, identifying marks, labels or stickers be affixed or attached to the Equipment thereby designating it as the owner thereof. Lessee acknowledges that Lessor may register a financing statement with respect to the Equipment as evidence of its security interest under the applicable Personal Property Security Act or the Civil Code of Quebec or any other registration on any other public register in another province or territory. Lessee waives its right to receive a copy of any financing statement or financing change statement registered by the Lessor and of any related verification statement. As a result of the right of ownership set forth in this section as well as the territorial limits of use of the Equipment by Lessee described in Section 4, no export of the Equipment leased shall be contemplated by the Lessee unless Lessee has received a prior written authorization from the Lessor. Furthermore, if Lessee contemplates any export of the Equipment, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein.

13. COLLATERAL SECURITY. Lessee acknowledges and confirms that, except for any lease or other agreement executed in the Province of Quebec, the rights of the Lessor under the Lease constitute a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor; Lessee hereby grants to Lessor, a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all Equipment leased hereunder or in any other existing agreement or contract with Lessor and any future equipment and assets with respect to which Lessor has provided or may in future provide, together with all proceeds thereof.

14. DEFAULT. The occurrence of any one of the following events shall constitute an event of default under this Lease by the Lessee: (a) failure by the Lessee to make any Lease payment or other sum payable under this Lease or any other agreement between Lessee and Lessor when due; (b) failure on the part of the Lessee to carry out or comply with any one or more of the provisions of this Lease or any other agreement between Lessee and Lessor; (c) the Equipment being confiscated or seized or in danger of imminent damage, loss or destruction; (d) the Lessee having made false or misleading statements or representations to the Lessor or having provided inaccurate or incomplete documents to the Lessor; (e) the Lessee selling its business or assets in bulk or otherwise disposing of any part of its assets out of the normal course of its business or ceasing all operations; (f) the Lessee using the Equipment in a manner for which it was not designed or intended and/or which may affect or reduce its value; (g) if the Lessee is a corporation, in the event of a transfer of any of the issued and outstanding voting shares of the corporation or of a parent corporation constituting a change of control thereof, whether directly or indirectly, without the Lessor's prior written approval; (h) the Lessee becomes subject to seizure, bankruptcy, reorganization, dissolution, receivership, liquidation or insolvency; (i) the Lessee granting or purporting to grant any lien, encumbrance of hypothec on the Equipment or charging or purporting to charge same; (j) the Lessee is in default pursuant to any agreement, contract or writing binding it to any financial institution or governmental entity or any other creditor; (k) the Equipment covered by the Lease loses all individuality if incorporated into a building or otherwise; (l) the Lessee moves the Equipment from the location listed on this Lease without the express consent of the Lessor; (m) any material obligation of the Lessee or the Guarantor to the Lessor is not, or cease to be, legal, valid, binding or enforceable; or (n) if the Lease ceases to be registered as required by the Lessor.

15. REMEDIES IN EVENT OF DEFAULT. If Lessee is in default under the Lease, the Lessee must return the Equipment to the Lessor and Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies: (a) terminate this Lease and any other agreement between Lessee and Lessor; (b) recover from Lessee, as liquidated damages and not as a penalty, (i) any and all amounts then due and (ii) the aggregate of any and all amounts to become due over the remainder of the Term

of the Lease and the Residual Value as stated on the front of this Lease; (c) take possession of any or all items of Equipment, wherever located, without demand, notice, court order or any other process of law; (d) proceed by appropriate court action or other proceeding to enforce performance by Lessee and/or to recover damages for the breach thereof; and (e) proceed to enforce any and all other rights and remedies provided hereby and by applicable law, including, without limitation, (i) the right to appoint a receiver, a receiver/manager and an interim receiver pursuant to the provisions of any Insolvency Laws, over any or all of the property, assets or undertaking of Lessee, and (ii) all Lessee's rights under the applicable Personal Property Security Act or Civil code of Quebec or such similar statute in any other jurisdiction where the Equipment is or may be located. Upon repossession or return of such items of Equipment, Lessor shall sell, lease or otherwise dispose of such items, and apply the net proceeds thereof toward the amount due under the Lease, but only after deducting all expenses incurred by Lessor in the recovery and sale process, including but not limited to legal fees incurred in connection therewith (the "Net Sale Proceeds"). If the Net Sale Proceeds are not sufficient to cover the Lessee's obligations hereunder, Lessee shall promptly pay any deficiency. After deduction, if applicable, of the amount corresponding to the cost of the Lessee's option to purchase the Equipment, as previously determined between the parties, the Lessee shall further pay to the Lessor as liquidated damages and not as a penalty for all additional administrative expenses, legal fees and other costs, and an additional amount equal to twenty percent (20%) of the balance of all the Lease payments due and provided for in this Lease until the expiry of the Term in addition to any and not in substitution for any other amount which the Lessor may be entitled to receive hereunder. No right or remedy of Lessor is exclusive of any other rights or remedies herein or those permitted by law or equity. All such rights and remedies shall be cumulative and not alternative and may be enforced concurrently or individually from time to time. The Lessee irrevocably and by way of security appoints the Lessor as its attorney to sign, execute, deliver and do all deeds, instruments, acts and things as the attorney may think required; the Lessee agrees, promptly on the request of the Lessor, to ratify and confirm all deeds, instruments, acts and things signed, executed, delivered and done under such appointment.

16. PURCHASE OPTION. Provided that the Lessee complies with the terms of this Lease, Lessee shall have the option to purchase all but not less than all of the Equipment on the expiration of this Lease. Lessee shall notify the Lessor of its intention to exercise the purchase option, by way of written notice, at least sixty (60) days prior to the expiration of the original Term of this Lease, and payment of the purchase price shall be due on such expiration. The purchase option price will be the Equipment's Residual Value as set out on the front page of this Lease plus all applicable taxes. If the Lessee exercises the purchase option, the Equipment shall be purchased by the Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens, charges or encumbrances created by the Lessor, without further warranties, conditions or representations whatsoever, express or implied, on the part of the Lessor. If the notice and the required payment are not received by the Lessor at the specific due dates, the purchase option and acquiring rights provided will become void.

17. TERMINATION, EXTENSION PERIOD AND DISPOSITION OF EQUIPMENT. Upon the completion of the Term and provided that the Lessee is not in default under the terms of this Lease, the Lessee may: (a) purchase the Equipment in accordance with the terms set out in Section 16 hereof; (b) return the Equipment at the Lessee's risk and expense to the address stated in this Lease, or to such other address as the Lessor may specify; in proper working condition and free of repairs or (c) where the Lessee does not exercise the option to Purchase, and does not return the Equipment, this Lease shall be automatically extended at the expiry of the Term, from month to month commencing at such expiry date, on the same terms and conditions and Lease Payments, all as provided for in this Lease, until the Lessee notifies the Lessor in writing of its intention to terminate the Lease at least thirty (30) days prior to the expiry date of the Term or until Lessor ends such month-to-month extension with a 30-day notice. If the Lessee returns the Equipment to the Lessor, the Lessor will use reasonable efforts to sell the Equipment, within a reasonable time after the date of such return unless otherwise mutually agreed. Such Equipment shall be sold for cash payable, in full upon delivery. Without limiting the foregoing, the Lessor shall have the right to sell such Equipment to any dealer or broker or at any wholesale equipment auction, including to companies affiliated with the Lessor. All Equipment surrendered for sale pursuant to this Lease shall continue to be subject to the terms and conditions of this Lease until completion of this sale. The costs and expenses of such sale of Equipment shall be deducted from the proceeds realized from such sale, and the balance remaining shall be the actual fair market value of such Equipment (the "Actual FMV").

18. ADMINISTRATIVE EXPENSES AND INTEREST. Lessee shall pay interest to Lessor at the rate of two percent (2%) per month compounded monthly (26.82% per annum) on any amount in default hereunder until such amount has been paid in full to Lessor. In addition, Lessee shall pay to Lessor an administrative fee plus all applicable

taxes: (a) of thirty dollars (\$30) for each month or part of a month during which a Lease payment or other amount is outstanding; (b) of seventy-five dollars (\$75) for all cheques returned for any reason whatsoever and for any debit notice under the terms of the pre-authorized payment plan; (c) for all registration fees, including write-off or discharge fees; (d) of twenty-five dollars (\$25) for the delivery of an additional copy of this Lease or any other document.

19. TERMINAL ADJUSTMENT CLAUSE. Lessor and Lessee agree that the fair market value of each piece of the Equipment upon expiration of the original Term for such Equipment shall be the Residual Value Lessor and Lessee further agree that, if Lessee chooses to return the Equipment at the end of the Term, each piece of Equipment will be sold at the Actual FMV. In the event that the Residual Value exceeds the Actual FMV the amount of such excess shall promptly upon demand be paid by the Lessee to the Lessor. In the event that the Actual FMV exceeds the Residual Value the amount of such excess shall promptly upon demand be paid by the Lessor to the Lessee.

20. EARLY PURCHASE OPTION. Provided that the Lessee is not then in default hereunder, at any time following twelve (12) months after the beginning of the Term of this Lease, Lessee is entitled to purchase all but not less than all, the Equipment for a purchase price equal to the sum of all the future Lease payments discounted at the rate of 2.5% per annum and the Residual Value, plus any applicable taxes.

21. ADDITIONAL OBLIGATIONS OF THE LESSEE. Lessee shall deliver to Lessor all documents that the Lessor may require in order to better carry out and implement the intent and purpose of this Lease and each and every provision thereof. The name of the Lessee is accurate and the Lessee will promptly advise Lessor of any change in its name. At the request of Lessor, Lessee shall, from time to time, provide satisfactory evidence that payments were duly made.

22. NON-CANCELABLE AGREEMENT. This Lease cannot be cancelled or terminated for any reason except as expressly provided for herein and shall remain in full force and effect for the entire Term specified herein, including any extension period, and shall constitute the entire agreement between the parties hereto, and shall supersede and replace any previous agreements, covenants and commitments, whether written or oral between the parties regarding the subject matter hereof. No part of this Lease may be amended or purport to be amended unless a written amendment is signed by both parties hereto. Lessee acknowledges that neither the supplier of the Equipment nor its agents or representatives is authorized to amend the terms and conditions in any way of this Lease nor to waive or add any provisions thereto whatsoever.

23. PROVINCE OF QUEBEC. If the Lease is concluded or executed in the Province of Quebec it shall be considered a leasing as this expression is defined by article 1842 of the Civil Code of Quebec and interpreted in accordance with the provisions of articles 1842 to 1850 of the Civil Code of Quebec and any provision of the Lease that are contrary to those articles shall be considered as without effect.

24. CREDIT CHECK AND FINANCIAL INFORMATION. Lessee hereby authorizes Lessor to collect, use and disclose information about Lessee and guarantors, if any, and their creditworthiness from and with third parties such as references, personal information and credit reporting agents and bureaus, and others with which Lessee has or may have financial dealings at any time while an obligation is outstanding in respect of this Lease, including but not limited to the enforcement of any obligations hereunder. Lessee also agrees to provide such information to Lessor when requested during the Term of this Lease and while any obligations hereunder are outstanding. Furthermore, if the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Lease or any change in the status of the Lessee obliges the Lessor to comply with new or different know your customer obligations, the Lessee shall promptly provide to the Lessor any information it may require.

25. BUSINESS PRE-AUTHORIZED DEBIT AGREEMENT (PAD). Lessee authorizes their financial institution to debit all amounts owed to Lessor pursuant to the Lease and waives Payments Canada's requirement of pre-notification with regards to a change in amount to a PAD. Lessee acknowledges that the present authorization will be submitted to their financial institution. Lessee must advise Lessor in writing of any change to its bank account. Lessee has provided a void cheque or provided their banking information. Should Lessee refuse to enroll in PAD payments, an amount of twenty-five dollars (\$25) before taxes will be added to each Lease Payment. The Lessee may cancel the PAD Agreement by giving Lessor 30 days' prior written notice. Lessee may obtain a sample cancellation form or further information on their right to cancel a PAD Agreement at their financial institution or by visiting www.cdnpay.ca. Lessee has certain recourse rights if any PAD does not comply with this PAD Agreement. For

example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not compatible with the Lease. To obtain more information on Lessee's recourse rights in case of non-compliant PAD, it is possible to communicate with their financial institution or visit www.cdnpay.ca. This PAD agreement only applies to payment method between the Parties and neither the PAD Agreement, nor its cancellation affects Lessee's obligations pursuant to the Lease.

26. COPIES. Lessee and guarantors hereby acknowledge receipt of a copy of this Lease. A facsimile copy, scanned copy or email copy of this Lease will be treated as an original and will be admissible as evidence of this Lease.

27. ELECTRONIC COMMUNICATION. Lessee agrees and acknowledges to exchange information or communicate with Lessor using email or other electronic communication and that there are risks that information may be inadvertently disclosed to or accessed by third parties. Lessee will hold harmless the Lessor in that event.

28. MISCELLANEOUS. All notices or requests required to be given or directed to the parties according to the Lease shall be sent in writing to the appointed address as set forth in the Lease or to such other address as each party may notify the other in writing. Time is of the essence of this Lease. No waiver by the Lessor of any default shall be construed as a waiver of any other or subsequent default of the Lessee nor a waiver of any of the Lessor's rights except to the extent of the specific waiver. The failure by the Lessor to exercise any of its rights hereunder, whether resulting from the Lessor's negligence, delay or otherwise shall not be construed as a waiver of such Lessor's rights. This Lease shall be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be fulfilled to their benefit (including any entity with which the Lessor may merge or amalgamate or by which it may be absorbed or to which it may transfer all or any of its undertakings or assets; any change in the Lessor's constitution or any such merger, amalgamation, absorption or transfer shall not prejudice or affect its rights under this Lease). If there is more than one Lessee, each one shall be jointly and severally (solidarily) liable for the performance of all obligations under this Lease, including without limitation, payment of the Lease Payments, and any other payments owing under the Lease from time to time, and for the observance and performance of the terms, covenants and conditions of this Lease. The Lease shall not become binding on Lessor until accepted in writing by the dated signature of a duly authorized representative of Lessor. The section headings in this Lease are for reference purposes only and shall not affect its interpretation. It is agreed between the parties that as far as the context of the Lease requires it, the singular includes the plural and any reference to gender includes all genders. If the Lease is concluded or executed in the Province of Quebec, the laws of Quebec shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Quebec for the district of Trois-Rivières, Province of Quebec, as the exclusive forum for all legal proceedings. If the Lease is concluded or executed in another Canadian province then the laws of Ontario shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Ontario situated in the City of Toronto as the exclusive forum for all legal proceedings. The parties agree that this document be written in English. Les parties conviennent que ce document soit rédigé en Anglais.



Mitsubishi HC Capital Canada Leasing, Inc.
3390 South Service Road Suite 301
Burlington (ON) L7N 3J5
P > 1 855 840-1298
www.mhccna.com

CONTRACT NUMBER
36914

ACCEPTANCE AND AUTHORIZATION OF DISBURSEMENT CERTIFICATE

Complete in block letters

Date: April 6, 2022

Orbit Express Inc. (hereinafter called "Debtor") certifies to Mitsubishi HC Capital Canada Leasing, Inc. (hereinafter called "MHCCL") that he accepts the following equipment (hereinafter called the "Equipment"), supplied by Target Truck Sales & Leasing Inc. (hereinafter called "Supplier") even if he has not taken possession or received the said Equipment to date:

- 1 TRUCK, INTERNATIONAL, LT, 2018, VIN:3HSDZAPR9JN244781
- 1 TRUCK, INTERNATIONAL, PS, 2016, VIN:3HSDJAPR4GN735520

This executed Acceptance and Authorization of Disbursement Certificate constitutes an instruction to MHCCL to pay 100% of the cost of the Equipment, to commence the Contract and to make all automatic withdrawals provided for in the Contract.

The Debtor acknowledges that the amounts will be payable, whether or not the Equipment is delivered and is received to the satisfaction of the Debtor or not, MHCCL being released from any and all liability for the delivery and proper operation of the equipment. The debtor undertakes to take possession of the Equipment within a reasonable period of time, being a maximum of 30 days from the date hereof.

Orbit Express Inc.

"Debtor"

X 

Signature

Signature

Signature

Date

07 Apr 2022



Mitsubishi HC Capital Canada Leasing, Inc.
 2200 Rue de la Sidbec Sud
 Trois-Rivières (QC) G8Z 4H1
 P > 1 855 840-1298
www.mhccna.com

CONTRACT NUMBER 46560

EQUIPMENT LEASE AGREEMENT

Legal Name of Lessee	Orbit Express Inc.		
Address	28 Cape Dorset Cres	Contact person	Kulwant Singh
City/Prov.	Brampton, ON	Tel.	416-829-1092
Postal Code	L6R 3L2	Cell.	519-965-2810
Location of Equipment (if different than Lessee's address): 28 Cape Dorset Cres Brampton, ON, CAN			

Equipment Description (Quantity, Make, Model, Year, Condition, Serial Number)	Term	Payment frequency	No. of Lease Payments	Amount of Lease Payments before taxes
<ul style="list-style-type: none"> • 1 TRAILER, STOUGHTON 53', DRYVAN, 2023, VIN:1DW1A5328PSB14447 • 1 TRAILER, STOUGHTON 53', DRYVAN, 2023, VIN:1DW1A5321PSB14452 • 1 TRAILER, STOUGHTON 53', DRYVAN, 2023, VIN:1DW1A5323PSB14453 <p>With all components and accessories</p>	72	Monthly	72	\$ 4,136.95
TERMS OF PAYMENT: LEASE PAYMENTS ARE PAYABLE IN ADVANCE AND AMOUNTS ARE SUBJECT TO ANY CHANGES IN APPLICABLE TAXES.				
No. of advanced payments (excluding 1st instalment):				
Residual Value:		\$ 10.00		

By signing this Lease, Lessee agrees to the terms and conditions of this Lease and certifies that all Equipment has been delivered and is in good operating order. Lessee unconditionally accepts the Equipment and requests that Mitsubishi HC Capital Canada Leasing, Inc. doing business as MHCCCL (the "Lessor") accepts this Lease and pay the supplier of the Equipment (see pages 2 to 5 for additional terms and conditions pertaining to the Lease).

Orbit Express Inc.

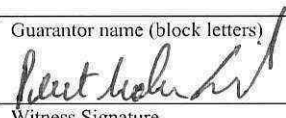
Legal Name of Lessee (block letters)

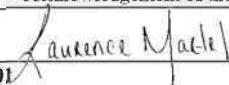
X  _____
 Signature Signature Signature

Kulwant Singh

 Name and title (block letters) Name and title (block letters) Name and title (block letters)

GUARANTEE. The undersigned (hereinafter the "Guarantor"), hereby irrevocably, unconditionally and solidarily (jointly and severally) guarantees to Lessor the payment of all Lease Payments and all other obligations arising hereunder (the "Obligations"). The Guarantor further agrees that if the Lessee defaults on any of its obligations to perform under this Lease, the Guarantor will meet all obligations of the Lessee hereunder. This is an absolute, unconditional, irrevocable and continuing guarantee and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full, and Lessor has terminated this Guarantee. This Guarantee will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. This Guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute this Guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Lessee. The Guarantor also hereby waives the benefit of discussion and division.

_____ Guarantor Signature	_____ Guarantor Signature	_____ Guarantor Signature
_____ Guarantor name (block letters)	_____ Guarantor name (block letters)	_____ Guarantor name (block letters)
 _____ Witness Signature	_____ Witness Signature	_____ Witness Signature
PREET MAKKAR _____ Witness name (block letters)	_____ Witness name (block letters)	_____ Witness name (block letters)

Acknowledgement of the Lessor	Lease Commencement Date
Per: 	13-10-2022

GST : 101074375RT0001

1.SUBJECT. Subject to the compliance by the Lessee with the terms and conditions of this lease (the "Lease"), the Lessor hereby Leases the equipment described above (the "Equipment") to the Lessee on the terms set out above which Equipment has been purchased by the Lessor at the express request of the Lessee.

2.TERMS. The Lessee shall pay to the Lessor, for the use of the Equipment, the Lease Payments set forth above at the Lessor's head office address in the following manner and at the following times: the first Lease Payment shall be paid at the time of execution of this Lease by the Lessee and subsequent Lease Payments shall be paid on the first day of each month during the Term hereof or on any such other date as may be specified by the Lessor from time to time. Lessee shall make a partial payment for the period between the delivery date of the Equipment and the due date of the first Lease Payment (per diems). Each Lease Payment is payable in advance, without deduction, discount or set-off, all such rights being hereby expressly waived and released by the Lessee. Any additional payments required to be made hereunder from time to time by the Lessor shall be paid by the Lessee using the method of payment initially agreed upon between the parties. This Lease shall begin on the Lease Commencement Date to be established by Lessor when they accept the Lease. The Lessee acknowledges that no maintenance or service obligations are included in this Lease.

3.COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease although previously signed by Lessee, by the insertion or correction of serial numbers, make/model and/or other identifying references to the Equipment and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease, and that Lessor shall be entitled to unilaterally correct same.

4.USE AND LOCATION OF EQUIPMENT. Lessee shall cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental regulations, if any, and used solely for business or commercial purposes and not for illegal purposes, nor for personal, family or household purposes. As long as the Lessee is not in default, the Lessee could and should have in its possession the Equipment and use it in Canada and exceptionally in the United States upon written authorization from the Lessor. Lessee will promptly notify Lessor of any loss or damage to the Equipment. Lessee will promptly pay all taxes, assessments, license fees and other charges levied or assessed against the Equipment or this Lease. No export of the Equipment by the Lessee shall be permitted unless Lessee has received a prior written authorization from the Lessor. If Lessor so consents, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein. The Lessee must provide any other necessary information required by the Lessor regarding the location of the Equipment. The Lessee declares that the vehicle is registered, if applicable, in the province where the property is located, as indicated in the "Location of the Equipment" section. If no Location of the Equipment is specified, the Lessor considers that the Equipment is registered in the Province of the Lessee. Applicable Taxes are based on this Equipment Location. The Equipment shall be located and used by the Lessee at the above designated location and shall not be moved from said location without the prior written consent of the Lessor. The Equipment shall retain personal and moveable property and shall not in any manner be fixed or attached to any real or immovable property without prior written consent of Lessor. Lessee shall be liable for all costs and expenses incurred in the removal of the Equipment and the repair of any damage caused by such removal. Lessee shall not use Equipment to transport hazardous material without obtaining prior written consent from Lessor. Furthermore, the Lessee acknowledges that despite the fact that the Lessor is owner of the Equipment, the Lessee has exclusive custody and control of the Equipment during the Lease and assumes all responsibility, thereby fully exonerating the Lessor.

5.MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATIONS. At its own expense, Lessee will maintain the Equipment in good working order and condition, furnish all parts, accessories, maintenance, repair and

other services necessary for such purpose. Without prior consent of Lessor, Lessee agrees not to make any alterations or attachments to the Equipment, but where such consent has been granted and the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment or create a safety or environmental hazard. The Lessee shall, at its own expense, upon notice from the Lessor, remove the alteration or attachment and restore the Equipment to its former condition. Lessee shall pay all costs of losses caused by any such modifications or alterations and the Lessor shall become the absolute owner of all additions to the Equipment, whether incorporated therein or added or affixed thereto, all without any obligation by the Lessor to pay any amount whatsoever on account of same to the Lessee or to any third party. Lessor shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

All replacement Equipment, items, parts and accessories shall immediately upon acquisition by Lessee become the property of the Lessor. Lessor may, at its sole discretion make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the Equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease Agreement. Lessor may, at its sole discretion set out terms for repayment of such amounts, in addition to or as part of the regular Lease Payments.

6.REPRESENTATIONS AND WARRANTIES. Lessee selected the Equipment and the supplier based upon its own judgement and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessor is not the supplier of the Equipment nor the representative or agent of the supplier and had no part in the sale or selection of Equipment nor the opportunity to inspect the Equipment. Lessee acknowledges leasing the Equipment "as is, where is". Lessor has not made or given any representations or warranties concerning the condition, quality, authenticity, durability, market value and fitness for any purpose of the Equipment, and hereby disclaims any such warranties. Lessor hereby assigns to Lessee, for the sole purpose of making and prosecuting a claim, all rights and warranties Lessor may have against the supplier for breach of warranty or other representation, to the extent they are assignable. Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind caused directly or indirectly by the Equipment or any deficiency or defect thereof or the operation, maintenance or repair thereof. Lessee absolutely and unconditionally waives any right it may have, including rights pursuant to the sale of goods legislation of any applicable jurisdiction to assert any claim, proceeding, defense or cross demand against the Lessor on the grounds that the Equipment is defective, unsuitable for any particular purpose or otherwise. Notwithstanding any recourse, right of action or claim that may be asserted against the supplier for any reason whatsoever, Lessee is bound to execute payments to Lessor and therefore unconditionally agrees to make all Lease Payments as set hereinabove. Lessee further represents that it has the required capacity, power and authority to enter into this Lease and has obtained all necessary authorizations in such regard. The execution, delivery and performance by the Lessee of this Lease does not contravene any applicable law or regulation or any order of any governmental authority having jurisdiction over it, nor with any agreement of the Lessee nor with the provisions of its constating documents, including any shareholders' agreement. Lessee currently operates an enterprise and this Lease is concluded with respect to and for the service and operation of such enterprise. All information supplied to the Lessor regarding the Lessee and the Lease is true and complete in all material respects. The Lessee is in compliance with all applicable environmental laws and regulations. These representations and warranties shall continue to be true and complete for the entire duration of the Lease. None of the Lessee or any of its respective directors, officers, employees or agents is a person listed in any sanctions-related list of designated persons maintained by the Government of Canada, the Office of Foreign Assets Control of the U.S Department of Treasury, the U.S Department of State, the United Nations Security Council, the European Union or any EU member state or any person owned or controlled by any such person. The Lessee shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Lessor to be in breach of or has the purpose of evading or avoiding,

or attempts to violate any applicable law relating to financial transactions, anti-money laundering and terrorism, including, but not limited to, Canadian and United States economic sanctions, the USA Patriot Act, the Criminal Code, the Freezing Assets of Corrupt Foreign Officials Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

7.LAWS, TAXES AND FEES. As long as the Lease remains in effect, the Lessee shall comply in all respects and at its sole expense with all laws, ordinances, orders and regulations, present or future, including those related to the protection and the quality of the environment and in any way relating to this Lease and/or the Equipment and shall fully indemnify the Lessor from and against any claim, demand, liability or obligation whatsoever resulting from its default in the performance of such obligations. Lessee shall keep the Equipment free of all hypothecs, liens, pledges, charges, executions and encumbrances and shall pay when due all, rates, duties, assessments, fees, appropriations, toll violations, taxes and any other charges whatsoever which way be levied or assessed at any time or from time to time regarding this Lease or the Equipment as well as any amount that may be or may become due regarding the purchase, ownership, delivery, leasing, possession or working order of the Equipment. Any charges listed above paid by Lessor upon failure of Lessee to make such payments shall be payable immediately from Lessee to Lessor. Any provision of the Lease which cannot be executed in any given jurisdiction can be considered as without effect in the jurisdiction as long as it is prohibited and non-fulfilled, without invalidating the other provisions of the Lease. Insofar as the law permits it, the Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, The Distress Act of Manitoba or any similar legislations of another province or territory, and any relevant legislation

pertaining to the sale of the Equipment in any jurisdiction, where applicable. If the Lessee is an individual, you acknowledge that the Equipment is not a consumer good within the meaning of the applicable Personal Property Security Act, or similar laws of any other province including the Consumer Protection Act of the Province of Quebec.

8.INDEMNIFICATION AND REIMBURSEMENT OF EXPENSES. Lessee will pay all expenses, professional fees, liabilities, losses, charges, claims, proceedings, damages, penalties, fines and other costs incurred by the Lessor and each member of the Lessor's group and their respective officers, directors, agents and employees in the course of any proceeding, lawsuit or claim of whatever nature regarding this Lease and/or the Equipment and including, specifically, (i) as to the validity, priority or enforceability of the Lease, (ii) the condition, working order, installation, use, market value or other matters related to the Equipment, (iii) the maintenance, repair or overhaul of the Equipment, (iv) the failure of the Lessor to obtain good unencumbered title to any of the Equipment, (v) any infringement or alleged infringement of intellectual property or other rights, and (vi) any negative impact on the environment or violation of any environmental law. Lessee shall further indemnify and save harmless the Lessor's group and their respective officers, directors, agents and employees against all losses, liabilities, claims, demands, expenses, costs or professional fees regarding any claim, proceeding or lawsuit by reason of liability to the Lessee or to a third party caused by the Equipment following any injury, material damage, death or other claim of any kind or nature whatsoever. These indemnification and reimbursement provisions shall survive termination of this Lease.

9.INSURANCE. Upon delivery, Lessee bears total responsibility for the Equipment and accepts the risk of loss or damage to the Equipment. Lessee shall obtain and maintain during the Term, at its own expense, liability insurance and insurance against property damage or loss, in such amounts, in such form, and with insurers, satisfactory to Lessor. Each liability-insurance policy shall name Lessor as an additional insured and each property-damage policy shall name Lessor as sole and exclusive loss payee, and all policies shall (i) contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms or cancellation of the policy, (ii) provide that the Lessor's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents and (iii) provide a waiver by the insurer of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor. A certificate of insurance or any other written proof accepted shall be provided to the Lessor prior to the commencement of

the Term. If the Lessee does not provide the said proof of insurance, the Lessor shall have the right (without obligation) to obtain insurance coverage for the Equipment at Lessee's expenses. The Lessee irrevocably authorises the Lessor to give a good discharge to the insurer for any monies paid under any such insurance policy. The Lessee shall assign to the Lessor or to its order the rights, claims and benefits arising under any such policy. The Lessee shall ensure that nothing is done or omitted to be done which is contrary to the terms of any such policy or which might reasonably be expected to entitle the insurer to cancel the policy or reduce or avoid any liability thereunder. The Lessee shall forthwith notify the Lessor in writing of any occurrence which gives rise or might reasonably be expected to give rise to a material claim in respect of the Equipment under a policy. The Lessee shall ensure that any claim in respect of the Equipment under any policy be made promptly and shall not settle any such claim without the prior written consent of the Lessor.

10. LOSS, DAMAGE OR DESTRUCTION. Lessee agrees to give Lessor prompt notice of any loss, damage or destruction of the Equipment or any part thereof. Lessee will at their own expense make proof of loss and take all other steps necessary to recover insurance benefits. Lessee will be responsible to pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by Lessor in its sole and absolute discretion is received by Lessor from the insurer or Lessee. Lessee agrees that Lessor shall not be required to provide Lessee with replacement Equipment while the Equipment is being repaired or replaced or if the Equipment is damaged beyond repair. Lessee further agrees that all expenses incurred shall be assumed by Lessee, without affecting or releasing Lessee's obligations of this Lease.

11. ASSIGNMENT, SUB-LETTING OR TRANSFER. Lessee shall not sell, assign, sublease, lien, encumber, transfer or otherwise dispose of, this Lease or the Equipment without the prior written consent of the Lessor and shall take all steps required to ensure that no such action shall occur or arise. If the Lessor agrees, the Lessee shall pay a \$1000.00 fee or Lessor's actual administrative fee. Lessor may at any time without notice to or the consent of Lessee assign all or part of its interest in this Lease or the Equipment. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Lessee hereby

accepts all such rights. Lessee shall not assert against any assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. The sale, assignment and transfer of this Agreement includes all lease payments and other monies payable hereunder, including any insurance proceeds.

12. OWNERSHIP OF EQUIPMENT. Lessor will remain at all times the sole and absolute owner of the Equipment. Lessee is liable for and agrees to fully indemnify and save harmless the Lessor against any fees or costs incurred by the Lessor at any time or from time to time in order to enforce its right or ownership in the Equipment and, if the Equipment is seized or claimed by a third party, the Lessee shall immediately notify the Lessor of same by certified mail with acknowledgment of receipt. Lessee is leasing the Equipment under the terms hereof for the period corresponding to the Term of this Lease and/or for the extension period, if any, subject at all times to the Lessor's right to terminate the Lease in accordance with the provisions contained herein. Lessor may require that plates, identifying marks, labels or stickers be affixed or attached to the Equipment thereby designating it as the owner thereof. Lessee acknowledges that Lessor may register a financing statement with respect to the Equipment as evidence of its security interest under the applicable Personal Property Security Act or the Civil Code of Quebec or any other registration on any other public register in another province or territory. Lessee waives its right to receive a copy of any financing statement or financing change statement registered by the Lessor and of any related verification statement. As a result of the right of ownership set forth in this section as well as the territorial limits of use of the Equipment by Lessee described in Section 4, no export of the Equipment leased shall be contemplated by the Lessee unless Lessee has received a prior written authorization from the Lessor. Furthermore, if Lessee contemplates any export of the Equipment, Lessee shall follow all procedures as required by the

Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein.

13. COLLATERAL SECURITY. Lessee acknowledges and confirms that, except for any lease or other agreement executed in the Province of Quebec, the rights of the Lessor under the Lease constitute a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor; Lessee hereby grants to Lessor, a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all Equipment leased hereunder or in any other existing agreement or contract with Lessor and any future equipment and assets with respect to which Lessor has provided or may in future provide, together with all proceeds thereof.

14. DEFAULT. The occurrence of any one of the following events shall constitute an event of default under this Lease by the Lessee: (a) failure by the Lessee to make any Lease payment or other sum payable under this Lease or any other agreement between Lessee and Lessor when due; (b) failure on the part of the Lessee to carry out or comply with any one or more of the provisions of this Lease or any other agreement between Lessee and Lessor; (c) the Equipment being confiscated or seized or in danger of imminent damage, loss or destruction; (d) the Lessee having made false or misleading statements or representations to the Lessor or having provided inaccurate or incomplete documents to the Lessor; (e) the Lessee selling its business or assets in bulk or otherwise disposing of any part of its assets out of the normal course of its business or ceasing all operations; (f) the Lessee using the Equipment in a manner for which it was not designed or intended and/or which may affect or reduce its value; (g) if the Lessee is a corporation, in the event of a transfer of any of the issued and outstanding voting shares of the corporation or of a parent corporation constituting a change of control thereof, whether directly or indirectly, without the Lessor's prior written approval; (h) the Lessee becomes subject to seizure, bankruptcy, reorganization, dissolution, receivership, liquidation or insolvency; (i) the Lessee granting or purporting to grant any lien, encumbrance of hypothec on the Equipment or charging or purporting to charge same; (j) the Lessee is in default pursuant to any agreement, contract or writing binding it to any financial institution or governmental entity or any other creditor; (k) the Equipment covered by the Lease loses all individuality if incorporated into a building or otherwise; (l) the Lessee moves the Equipment from the location listed on this Lease without the express consent of the Lessor; (m) any material obligation of the Lessee or the Guarantor to the Lessor is not, or cease to be, legal, valid, binding or enforceable; or (n) if the Lease ceases to be registered as required by the Lessor.

15. REMEDIES IN EVENT OF DEFAULT. If Lessee is in default under the Lease, the Lessee must return the Equipment to the Lessor and Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies: (a) terminate this Lease and any other agreement between Lessee and Lessor; (b) recover from Lessee, as liquidated damages and not as a penalty, (i) any and all amounts then due and (ii) the aggregate of any and all amounts to become due over the remainder of the Term

of the Lease and the Residual Value as stated on the front of this Lease; (c) take possession of any or all items of Equipment, wherever located, without demand, notice, court order or any other process of law; (d) proceed by appropriate court action or other proceeding to enforce performance by Lessee and/or to recover damages for the breach thereof; and (e) proceed to enforce any and all other rights and remedies provided hereby and by applicable law, including, without limitation, (i) the right to appoint a receiver, a receiver/manager and an interim receiver pursuant to the provisions of any Insolvency Laws, over any or all of the property, assets or undertaking of Lessee, and (ii) all Lessee's rights under the applicable Personal Property Security Act or Civil code of Quebec or such similar statute in any other jurisdiction where the Equipment is or may be located. Upon repossession or return of such items of Equipment, Lessor shall sell, lease or otherwise dispose of such items, and apply the net proceeds thereof toward the amount due under the Lease, but only after deducting all expenses incurred by Lessor in the recovery and sale process, including but not limited to legal fees incurred in connection therewith (the "Net Sale Proceeds"). If the Net Sale

Proceeds are not sufficient to cover the Lessee's obligations hereunder, Lessee shall promptly pay any deficiency. After deduction, if applicable, of the amount corresponding to the cost of the Lessee's option to purchase the Equipment, as previously determined between the parties, the Lessee shall further pay to the Lessor as liquidated damages and not as a penalty for all additional administrative expenses, legal fees and other costs, and an additional amount equal to twenty percent (20%) of the balance of all the Lease payments due and provided for in this Lease until the expiry of the Term in addition to any and not in substitution for any other amount which the Lessor may be entitled to receive hereunder. No right or remedy of Lessor is exclusive of any other rights or remedies herein or those permitted by law or equity. All such rights and remedies shall be cumulative and not alternative and may be enforced concurrently or individually from time to time. The Lessee irrevocably and by way of security appoints the Lessor as its attorney to sign, execute, deliver and do all deeds, instruments, acts and things as the attorney may think required; the Lessee agrees, promptly on the request of the Lessor, to ratify and confirm all deeds, instruments, acts and things signed, executed, delivered and done under such appointment.

16. PURCHASE OPTION. Provided that the Lessee complies with the terms of this Lease, Lessee shall have the option to purchase all but not less than all of the Equipment on the expiration of this Lease. Lessee shall notify the Lessor of its intention to exercise the purchase option, by way of written notice, at least sixty (60) days prior to the expiration of the original Term of this Lease, and payment of the purchase price shall be due on such expiration. The purchase option price will be the Equipment's Residual Value as set out on the front page of this Lease plus all applicable taxes. If the Lessee exercises the purchase option, the Equipment shall be purchased by the Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens, charges or encumbrances created by the Lessor, without further warranties, conditions or representations whatsoever, express or implied, on the part of the Lessor. If the notice and the required payment are not received by the Lessor at the specific due dates, the purchase option and acquiring rights provided will become void.

17. TERMINATION, EXTENSION PERIOD AND DISPOSITION OF EQUIPMENT. Upon the completion of the Term and provided that the Lessee is not in default under the terms of this Lease, the Lessee may: (a) purchase the Equipment in accordance with the terms set out in Section 16 hereof; (b) return the Equipment at the Lessee's risk and expense to the address stated in this Lease, or to such other address as the Lessor may specify; in proper working condition and free of repairs or (c) where the Lessee does not exercise the option to Purchase, and does not return the Equipment, this Lease shall be automatically extended at the expiry of the Term, from month to month commencing at such expiry date, on the same terms and conditions and Lease Payments, all as provided for in this Lease, until the Lessee notifies the Lessor in writing of its intention to terminate the Lease at least thirty (30) days prior to the expiry date of the Term or until Lessor ends such month-to-month extension with a 30-day notice. If the Lessee returns the Equipment to the Lessor, the Lessor will use reasonable efforts to sell the Equipment, within a reasonable time after the date of such return unless otherwise mutually agreed. Such Equipment shall be sold for cash payable, in full upon delivery. Without limiting the foregoing, the Lessor shall have the right to sell such Equipment to any dealer or broker or at any wholesale equipment auction, including to companies affiliated with the Lessor. All Equipment surrendered for sale pursuant to this Lease shall continue to be subject to the terms and conditions of this Lease until completion of this sale. The costs and expenses of such sale of Equipment shall be deducted from the proceeds realized from such sale, and the balance remaining shall be the actual fair market value of such Equipment (the "Actual FMV").

18. ADMINISTRATIVE EXPENSES AND INTEREST. Lessee shall pay interest to Lessor at the rate of two percent (2%) per month compounded monthly (26.82% per annum) on any amount in default hereunder until such amount has been paid in full to Lessor. In addition, Lessee shall pay to Lessor an administrative fee plus all applicable

taxes: (a) of thirty dollars (\$30) for each month or part of a month during which a Lease payment or other amount is outstanding; (b) of seventy-five dollars (\$75) for all cheques returned for any reason whatsoever and for any

CONDITIONS DU CONTRAT DE CRÉDIT-BAIL	PAGE 4 DE 5	Initials : 
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debit notice under the terms of the pre-authorized payment plan; (c) for all registration fees, including write-off or discharge fees; (d) of twenty-five dollars (\$25) for the delivery of an additional copy of this Lease or any other document.

19. TERMINAL ADJUSTMENT CLAUSE. Lessor and Lessee agree that the fair market value of each piece of the Equipment upon expiration of the original Term for such Equipment shall be the Residual Value Lessor and Lessee further agree that, if Lessee chooses to return the Equipment at the end of the Term, each piece of Equipment will be sold at the Actual FMV. In the event that the Residual Value exceeds the Actual FMV the amount of such excess shall promptly upon demand be paid by the Lessee to the Lessor. In the event that the Actual FMV exceeds the Residual Value the amount of such excess shall promptly upon demand be paid by the Lessor to the Lessee.

20. EARLY PURCHASE OPTION. Provided that the Lessee is not then in default hereunder, at any time following twelve (12) months after the beginning of the Term of this Lease, Lessee is entitled to purchase all but not less than all, the Equipment for a purchase price equal to the sum of all the future Lease payments discounted at the rate of 2.5% per annum and the Residual Value, plus any applicable taxes.

21. ADDITIONAL OBLIGATIONS OF THE LESSEE. Lessee shall deliver to Lessor all documents that the Lessor may require in order to better carry out and implement the intent and purpose of this Lease and each and every provision thereof. The name of the Lessee is accurate and the Lessee will promptly advise Lessor of any change in its name. At the request of Lessor, Lessee shall, from time to time, provide satisfactory evidence that payments were duly made.

22. NON-CANCELABLE AGREEMENT. This Lease cannot be cancelled or terminated for any reason except as expressly provided for herein and shall remain in full force and effect for the entire Term specified herein, including any extension period, and shall constitute the entire agreement between the parties hereto, and shall supersede and replace any previous agreements, covenants and commitments, whether written or oral between the parties regarding the subject matter hereof. No part of this Lease may be amended or purport to be amended unless a written amendment is signed by both parties hereto. Lessee acknowledges that neither the supplier of the Equipment nor its agents or representatives is authorized to amend the terms and conditions in any way of this Lease nor to waive or add any provisions thereto whatsoever.

23. PROVINCE OF QUEBEC. If the Lease is concluded or executed in the Province of Quebec it shall be considered a leasing as this expression is defined by article 1842 of the Civil Code of Quebec and interpreted in accordance with the provisions of articles 1842 to 1850 of the Civil Code of Quebec and any provision of the Lease that are contrary to those articles shall be considered as without effect.

24. CREDIT CHECK AND FINANCIAL INFORMATION. Lessee hereby authorizes Lessor to collect, use and disclose information about Lessee and guarantors, if any, and their creditworthiness from and with third parties such as references, personal information and credit reporting agents and bureaus, and others with which Lessee has or may have financial dealings at any time while an obligation is outstanding in respect of this Lease, including but not limited to the enforcement of any obligations hereunder. Lessee also agrees to provide such information to Lessor when requested during the Term of this Lease and while any obligations hereunder are outstanding. Furthermore, if the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Lease or any change in the status of the Lessee obliges the Lessor to comply with new or different know your customer obligations, the Lessee shall promptly provide to the Lessor any information it may require.

25. BUSINESS PRE-AUTHORIZED DEBIT AGREEMENT (PAD). Lessee authorizes their financial institution to debit all amounts owed to Lessor pursuant to the Lease and waives Payments Canada's requirement of pre-notification with regards to a change in amount to a PAD. Lessee acknowledges that the present authorization will be submitted to their financial institution. Lessee must advise Lessor in writing of any change to its bank account. Lessee has provided a void cheque or provided their banking information. Should Lessee refuse to enroll in PAD payments, an amount of twenty-five dollars (\$25) before taxes will be added to each Lease Payment. The Lessee may cancel the PAD Agreement by giving Lessor 30 days' prior

written notice. Lessee may obtain a sample cancellation form or further information on their right to cancel a PAD Agreement at their financial institution or by visiting www.cdnpay.ca. Lessee has certain recourse rights if any PAD does not comply with this PAD Agreement. For

example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not compatible with the Lease. To obtain more information on Lessee's recourse rights in case of non-compliant PAD, it is possible to communicate with their financial institution or visit www.cdnpay.ca. This PAD agreement only applies to payment method between the Parties and neither the PAD Agreement, nor its cancellation affects Lessee's obligations pursuant to the Lease.

26. COPIES. Lessee and guarantors hereby acknowledge receipt of a copy of this Lease. A facsimile copy, scanned copy or email copy of this Lease will be treated as an original and will be admissible as evidence of this Lease.

27. ELECTRONIC COMMUNICATION. Lessee agrees and acknowledges to exchange information or communicate with Lessor using email or other electronic communication and that there are risks that information may be inadvertently disclosed to or accessed by third parties. Lessee will hold harmless the Lessor in that event.

28. MISCELLANEOUS. All notices or requests required to be given or directed to the parties according to the Lease shall be sent in writing to the appointed address as set forth in the Lease or to such other address as each party may notify the other in writing. Time is of the essence of this Lease. No waiver by the Lessor of any default shall be construed as a waiver of any other or subsequent default of the Lessee nor a waiver of any of the Lessor's rights except to the extent of the specific waiver. The failure by the Lessor to exercise any of its rights hereunder, whether resulting from the Lessor's negligence, delay or otherwise shall not be construed as a waiver of such Lessor's rights. This Lease shall be binding on the parties hereto and their respective heirs, executors, administrators, successors and assignors and shall be fulfilled to their benefit (including any entity with which the Lessor may merge or amalgamate or by which it may be absorbed or to which it may transfer all or any of its undertakings or assets; any change in the Lessor's constitution or any such merger, amalgamation, absorption or transfer shall not prejudice or affect its rights under this Lease). If there is more than one Lessee, each one shall be jointly and severally (solidarily) liable for the performance of all obligations under this Lease, including without limitation, payment of the Lease Payments, and any other payments owing under the Lease from time to time, and for the observance and performance of the terms, covenants and conditions of this Lease. The Lease shall not become binding on Lessor until accepted in writing by the dated signature of a duly authorized representative of Lessor. The section headings in this Lease are for reference purposes only and shall not affect its interpretation. It is agreed between the parties that as far as the context of the Lease requires it, the singular includes the plural and any reference to gender includes all genders. If the Lease is concluded or executed in the Province of Quebec, the laws of Quebec shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Quebec for the district of Trois-Rivières, Province of Quebec, as the exclusive forum for all legal proceedings. If the Lease is concluded or executed in another Canadian province then the laws of Ontario shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Ontario situated in the City of Toronto as the exclusive forum for all legal proceedings. The parties agree that this document be written in English. Les parties conviennent que ce document soit rédigé en Anglais.



Mitsubishi HC Capital Canada Leasing, Inc.
2200 Rue de la Sidbec Sud
Trois-Rivières (QC) G8Z 4H1
P > 1 855 840-1298
www.mhccna.com

CONTRACT NUMBER
46560

ACCEPTANCE AND AUTHORIZATION OF DISBURSEMENT CERTIFICATE

Complete in block letters

Date: October 7, 2022

Orbit Express Inc. (hereinafter called "Debtor") certifies to Mitsubishi HC Capital Canada Leasing, Inc. (hereinafter called "MHCCL") that he accepts the following equipment (hereinafter called the "Equipment"), supplied by 9772286 Canada Incorporated (hereinafter called "Supplier") even if he has not taken possession or received the said Equipment to date:

- 1 TRAILER, STOUGHTON 53', DRYVAN, 2023, VIN:1DW1A5328PSB14447
- 1 TRAILER, STOUGHTON 53', DRYVAN, 2023, VIN:1DW1A5321PSB14452
- 1 TRAILER, STOUGHTON 53', DRYVAN, 2023, VIN:1DW1A5323PSB14453

This executed Acceptance and Authorization of Disbursement Certificate constitutes an instruction to MHCCL to pay 100% of the cost of the Equipment, to commence the Contract and to make all automatic withdrawals provided for in the Contract.

The Debtor acknowledges that the amounts will be payable, whether or not the Equipment is delivered and is received to the satisfaction of the Debtor or not, MHCCL being released from any and all liability for the delivery and proper operation of the equipment. The debtor undertakes to take possession of the Equipment within a reasonable period of time, being a maximum of 30 days from the date hereof.

Orbit Express Inc.

"Debtor"

Signature

Signature

Signature

Date



EQUIPMENT LEASE AGREEMENT

Legal Name of Lessee		Orbit Express Inc.	
Address	28 Cape Dorset Crescent	Contact person	Kulwant Singh
City/Prov.	Brampton, Ontario	Tel.	
Postal Code	L6R 3L2	Cell.	4168291092
Location of Equipment (if different than Lessee's address):			

Equipment Description (Quantity, Make, Model, Year, Serial Number)	Term	Payment frequency	No. of Lease Payments	Amount of Lease Payments before taxes
3 X 2021 Vanguard Dry Van Trailer VIN: 5V8VA5328MM100145, 5V8VA5324MM100126, 5V8VA5324MM100188 With all components and accessories	60	Monthly	1	\$11,250.00
	TERMS OF PAYMENT: LEASE PAYMENTS ARE PAYABLE IN ADVANCE AND AMOUNTS ARE SUBJECT TO ANY CHANGES IN APPLICABLE TAXES.		59	\$4,495.68
	No. of advanced payments (excluding 1st instalment): 0			
	Residual Value: \$10.00			

Orbit Express Inc.

Legal Name of Lessee (block letters)

Signature _____

Signature _____

Signature _____

Kulwant Singh

Name and title (block letters)

Name and title (block letters)

Name and title(block letters)

GUARANTEE. The undersigned (hereinafter the "Guarantor"), hereby irrevocably, unconditionally and solidarily (jointly and severally) guarantees to Lessor the payment of all Lease Payments and all other obligations arising hereunder (the "Obligations"). The Guarantor further agrees that if the Lessee defaults on any of its obligations to perform under this Lease, the Guarantor will meet all obligations of the Lessee hereunder. This is an absolute, unconditional, irrevocable and continuing guarantee and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full, and Lessor has terminated this Guarantee. This Guarantee will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. This Guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute this Guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Lessee. The Guarantor also hereby waives the benefit of discussion and division.

Guarantor Signature

Guarantor Signature

Guarantor Signature

Kulwant Singh

Guaraní	name (block letters)
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Guarantor name (block letters)

Guarantor name (block letters)

Witness Signature

Witness Signature _____

Witness Signature

Witness name (block letters)

Witness name (block letters)

Witness name (block letters)

Acknowledgement of the Lessor	Lease Commencement Date
Per: <i>Susan Mibeau</i>	October 25, 2022

TERMS AND CONDITIONS OF THE LEASE

PAGE 1 OF 5

CON01-A / REV. 10/2021

1. SUBJECT. Subject to the compliance by the Lessee with the terms and conditions of this lease (the "Lease"), the Lessor hereby Leases the equipment described above (the "Equipment") to the Lessee on the terms set out above which Equipment has been purchased by the Lessor at the express request of the Lessee.

2. TERMS. The Lessee shall pay to the Lessor, for the use of the Equipment, the Lease Payments set forth above at the Lessor's head office address in the following manner and at the following times: the first Lease Payment shall be paid at the time of execution of this Lease by the Lessee and subsequent Lease Payments shall be paid on the first day of each month during the Term hereof or on any such other date as may be specified by the Lessor from time to time. Lessee shall make a partial payment for the period between the delivery date of the Equipment and the due date of the first Lease Payment (per diems). Each Lease Payment is payable in advance, without deduction, discount or set-off, all such rights being hereby expressly waived and released by the Lessee. Any additional payments required to be made hereunder from time to time by the Lessor shall be paid by the Lessee using the method of payment initially agreed upon between the parties. This Lease shall begin on the Lease Commencement Date to be established by Lessor when they accept the Lease. The Lessee acknowledges that no maintenance or service obligations are included in this Lease.

3. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease although previously signed by Lessee, by the insertion or correction of serial numbers, make/model and/or other identifying references to the Equipment and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease, and that Lessor shall be entitled to unilaterally correct same.

4. USE AND LOCATION OF EQUIPMENT. Lessee shall cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental regulations, if any, and used solely for business or commercial purposes and not for illegal purposes, nor for personal, family or household purposes. As long as the Lessee is not in default, the Lessee could and should have in its possession the Equipment and use it in Canada and exceptionally in the United States upon written authorization from the Lessor. Lessee will promptly notify Lessor of any loss or damage to the Equipment. Lessee will promptly pay all taxes, assessments, license fees and other charges levied or assessed against the Equipment or this Lease. No export of the Equipment by the Lessee shall be permitted unless Lessee has received a prior written authorization from the Lessor. If Lessor so consents, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein. The Lessee must provide any other necessary information required by the Lessor regarding the location of the Equipment. The Lessee declares that the vehicle is registered, if applicable, in the province where the property is located, as indicated in the "Location of the Equipment" section. If no Location of the Equipment is specified, the Lessor considers that the Equipment is registered in the Province of the Lessee. Applicable Taxes are based on this Equipment Location. The Equipment shall be located and used by the Lessee at the above designated location and shall not be moved from said location without the prior written consent of the Lessor. The Equipment shall retain personal and moveable property and shall not in any manner be fixed or attached to any real or immovable property without prior written consent of Lessor. Lessee shall be liable for all costs and expenses incurred in the removal of the Equipment and the repair of any damage caused by such removal. Lessee shall not use Equipment to transport hazardous material without obtaining prior written consent from Lessor. Furthermore, the Lessee acknowledges that despite the fact that the Lessor is owner of the Equipment, the Lessee has exclusive custody and control of the Equipment during the Lease and assumes all responsibility, thereby fully exonerating the Lessor.

5. MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATIONS. At its own expense, Lessee will maintain the Equipment in good working order and condition, furnish all parts, accessories, maintenance, repair and other services necessary for such purpose. Without prior consent of Lessor, Lessee agrees not to make any alterations or attachments to the Equipment, but where such consent has been granted and the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment or create a safety or environmental hazard. The Lessee shall, at its own expense, upon notice from the Lessor, remove the alteration or attachment and restore the Equipment to its former condition. Lessee shall pay all costs of losses caused by any such modifications or alterations and the Lessor shall become the absolute owner of all additions to the Equipment, whether incorporated therein or added or affixed thereto, all without any obligation

by the Lessor to pay any amount whatsoever on account of same to the Lessee or to any third party. Lessor shall at all reasonable times have access to the Equipment for the purpose of inspecting it. All replacement Equipment, items, parts and accessories shall immediately upon acquisition by Lessee become the property of the Lessor. Lessor may, at its sole discretion make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the Equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease Agreement. Lessor may, at its sole discretion set out terms for repayment of such amounts, in addition to or as part of the regular Lease Payments.

6. REPRESENTATIONS AND WARRANTIES. Lessee selected the Equipment and the supplier based upon its own judgement and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessor is not the supplier of the Equipment nor the representative or agent of the supplier and had no part in the sale or selection of Equipment nor the opportunity to inspect the Equipment. Lessee acknowledges leasing the Equipment "as is, where is". Lessor has not made or given any representations or warranties concerning the condition, quality, authenticity, durability, market value and fitness for any purpose of the Equipment, and hereby disclaims any such warranties. Lessor hereby assigns to Lessee, for the sole purpose of making and prosecuting a claim, all rights and warranties Lessor may have against the supplier for breach of warranty or other representation, to the extent they are assignable. Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind caused directly or indirectly by the Equipment or any deficiency or defect thereof or the operation, maintenance or repair thereof. Lessee absolutely and unconditionally waives any right it may have, including rights pursuant to the sale of goods legislation of any applicable jurisdiction to assert any claim, proceeding, defense or cross demand against the Lessor on the grounds that the Equipment is defective, unsuitable for any particular purpose or otherwise. Notwithstanding any recourse, right of action or claim that may be asserted against the supplier for any reason whatsoever, Lessee is bound to execute payments to Lessor and therefore unconditionally agrees to make all Lease Payments as set hereinabove. Lessee further represents that it has the required capacity, power and authority to enter into this Lease and has obtained all necessary authorizations in such regard. The execution, delivery and performance by the Lessee of this Lease does not contravene any applicable law or regulation or any order of any governmental authority having jurisdiction over it, nor with any agreement of the Lessee nor with the provisions of its constating documents, including any shareholders' agreement. Lessee currently operates an enterprise and this Lease is concluded with respect to and for the service and operation of such enterprise. All information supplied to the Lessor regarding the Lessee and the Lease is true and complete in all material respects. The Lessee is in compliance with all applicable environmental laws and regulations. These representations and warranties shall continue to be true and complete for the entire duration of the Lease. None of the Lessee or any of its respective directors, officers, employees or agents is a person listed in any sanctions-related list of designated persons maintained by the Government of Canada, the Office of Foreign Assets Control of the U.S Department of Treasury, the U.S Department of State, the United Nations Security Council, the European Union or any EU member state or any person owned or controlled by any such person. The Lessee shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Lessor to be in breach of or has the purpose of evading or avoiding, or attempts to violate any applicable law relating to financial transactions, anti-money laundering and terrorism, including, but not limited to, Canadian and United States economic sanctions, the USA Patriot Act, the Criminal Code, the Freezing Assets of Corrupt Foreign Officials Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

7. LAWS, TAXES AND FEES. As long as the Lease remains in effect, the Lessee shall comply in all respects and at its sole expense with all laws, ordinances, orders and regulations, present or future, including those related to the protection and the quality of the environment and in any way relating to this Lease and/or the Equipment and shall fully indemnify the Lessor from and against any claim, demand, liability or obligation whatsoever resulting from its default in the performance of such obligations. Lessee shall keep the Equipment free of all hypothecs, liens, pledges, charges, executions and encumbrances and shall pay when due all, rates, duties, assessments, fees, appropriations, toll violations, taxes and any other charges whatsoever which way be levied or assessed at any time or from time to time regarding this Lease or the Equipment as well as any amount that may be or may become due regarding the purchase, ownership, delivery, leasing, possession or working order of the Equipment. Any charges listed above paid by Lessor upon failure

of Lessee to make such payments shall be payable immediately from Lessee to Lessor. Any provision of the Lease which cannot be executed in any given jurisdiction can be considered as without effect in the jurisdiction as long as it is prohibited and non-fulfilled, without invalidating the other provisions of the Lease. Insofar as the law permits it, the Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, The Distress Act of Manitoba or any similar legislations of another province or territory, and any relevant legislation pertaining to the sale of the Equipment in any jurisdiction, where applicable. If the Lessee is an individual, you acknowledge that the Equipment is not a consumer good within the meaning of the applicable Personal Property Security Act, or similar laws of any other province including the Consumer Protection Act of the Province of Quebec.

8. INDEMNIFICATION AND REIMBURSEMENT OF EXPENSES. Lessee will pay all expenses, professional fees, liabilities, losses, charges, claims, proceedings, damages, penalties, fines and other costs incurred by the Lessor and each member of the Lessor's group and their respective officers, directors, agents and employees in the course of any proceeding, lawsuit or claim of whatever nature regarding this Lease and/or the Equipment and including, specifically, (i) as to the validity, priority or enforceability of the Lease, (ii) the condition, working order, installation, use, market value or other matters related to the Equipment, (iii) the maintenance, repair or overhaul of the Equipment, (iv) the failure of the Lessor to obtain good unencumbered title to any of the Equipment, (v) any infringement or alleged infringement of intellectual property or other rights, and (vi) any negative impact on the environment or violation of any environmental law. Lessee shall further indemnify and save harmless the Lessor's group and their respective officers, directors, agents and employees against all losses, liabilities, claims, demands, expenses, costs or professional fees regarding any claim, proceeding or lawsuit by reason of liability to the Lessee or to a third party caused by the Equipment following any injury, material damage, death or other claim of any kind or nature whatsoever. These indemnification and reimbursement provisions shall survive termination of this Lease.

9. INSURANCE. Upon delivery, Lessee bears total responsibility for the Equipment and accepts the risk of loss or damage to the Equipment. Lessee shall obtain and maintain during the Term, at its own expense, liability insurance and insurance against property damage or loss, in such amounts, in such form, and with insurers, satisfactory to Lessor. Each liability-insurance policy shall name Lessor as an additional insured and each property-damage policy shall name Lessor as sole and exclusive loss payee, and all policies shall (i) contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms or cancellation of the policy, (ii) provide that the Lessor's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents and (iii) provide a waiver by the insurer of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor. A certificate of insurance or any other written proof accepted shall be provided to the Lessor prior to the commencement of the Term. If the Lessee does not provide the said proof of insurance, the Lessor shall have the right (without obligation) to obtain insurance coverage for the Equipment at Lessee's expenses. The Lessee irrevocably authorises the Lessor to give a good discharge to the insurer for any monies paid under any such insurance policy. The Lessee shall assign to the Lessor or to its order the rights, claims and benefits arising under any such policy. The Lessee shall ensure that nothing is done or omitted to be done which is contrary to the terms of any such policy or which might reasonably be expected to entitle the insurer to cancel the policy or reduce or avoid any liability thereunder. The Lessee shall forthwith notify the Lessor in writing of any occurrence which gives rise or might reasonably be expected to give rise to a material claim in respect of the Equipment under a policy. The Lessee shall ensure that any claim in respect of the Equipment under any policy be made promptly and shall not settle any such claim without the prior written consent of the Lessor.

10. LOSS, DAMAGE OR DESTRUCTION. Lessee agrees to give Lessor prompt notice of any loss, damage or destruction of the Equipment or any part thereof. Lessee will at their own expense make proof of loss and take all other steps necessary to recover insurance benefits. Lessee will be responsible to pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by Lessor in its sole and absolute discretion is received by Lessor from the insurer or Lessee. Lessee agrees that Lessor shall not be required to provide Lessee with replacement Equipment while the Equipment is being repaired or replaced or if the Equipment is damaged beyond repair. Lessee further agrees that all expenses incurred shall be assumed by Lessee, without affecting or releasing Lessee's obligations of this Lease.

11. ASSIGNMENT, SUB-LETTING OR TRANSFER. Lessee shall not sell, assign, sublease, lien, encumber, transfer or otherwise dispose of, this Lease or the Equipment without the prior written consent of the Lessor and shall take all steps required to ensure that no such action shall occur or arise. If the Lessor agrees, the Lessee shall pay a \$1000.00 fee or Lessor's actual administrative fee. Lessor may at any time without notice to or the consent of Lessee assign all or part of its interest in this Lease or the Equipment. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Lessee hereby accepts all such rights. Lessee shall not assert against any assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. The sale, assignment and transfer of this Agreement includes all lease payments and other monies payable hereunder, including any insurance proceeds.

12. OWNERSHIP OF EQUIPMENT. Lessor will remain at all times the sole and absolute owner of the Equipment. Lessee is liable for and agrees to fully indemnify and save harmless the Lessor against any fees or costs incurred by the Lessor at any time or from time to time in order to enforce its right or ownership in the Equipment and, if the Equipment is seized or claimed by a third party, the Lessee shall immediately notify the Lessor of same by certified mail with acknowledgment of receipt. Lessee is leasing the Equipment under the terms hereof for the period corresponding to the Term of this Lease and/or for the extension period, if any, subject at all times to the Lessor's right to terminate the Lease in accordance with the provisions contained herein. Lessor may require that plates, identifying marks, labels or stickers be affixed or attached to the Equipment thereby designating it as the owner thereof. Lessee acknowledges that Lessor may register a financing statement with respect to the Equipment as evidence of its security interest under the applicable Personal Property Security Act or the Civil Code of Quebec or any other registration on any other public register in another province or territory. Lessee waives its right to receive a copy of any financing statement or financing change statement registered by the Lessor and of any related verification statement. As a result of the right of ownership set forth in this section as well as the territorial limits of use of the Equipment by Lessee described in Section 4, no export of the Equipment leased shall be contemplated by the Lessee unless Lessee has received a prior written authorization from the Lessor. Furthermore, if Lessee contemplates any export of the Equipment, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein.

13. COLLATERAL SECURITY. Lessee acknowledges and confirms that, except for any lease or other agreement executed in the Province of Quebec, the rights of the Lessor under the Lease constitute a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor; Lessee hereby grants to Lessor, a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all Equipment leased hereunder or in any other existing agreement or contract with Lessor and any future equipment and assets with respect to which Lessor has provided or may in future provide, together with all proceeds thereof.

14. DEFAULT. The occurrence of any one of the following events shall constitute an event of default under this Lease by the Lessee: (a) failure by the Lessee to make any Lease payment or other sum payable under this Lease or any other agreement between Lessee and Lessor when due; (b) failure on the part of the Lessee to carry out or comply with any one or more of the provisions of this Lease or any other agreement between Lessee and Lessor; (c) the Equipment being confiscated or seized or in danger of imminent damage, loss or destruction; (d) the Lessee having made false or misleading statements or representations to the Lessor or having provided inaccurate or incomplete documents to the Lessor; (e) the Lessee selling its business or assets in bulk or otherwise disposing of any part of its assets out of the normal course of its business or ceasing all operations; (f) the Lessee using the Equipment in a manner for which it was not designed or intended and/or which may affect or reduce its value; (g) if the Lessee is a corporation, in the event of a transfer of any of the issued and outstanding voting shares of the corporation or of a parent corporation constituting a change of control thereof, whether directly or indirectly, without the Lessor's prior written approval; (h) the Lessee becomes subject to seizure, bankruptcy, reorganization, dissolution, receivership, liquidation or insolvency; (i) the Lessee granting or purporting to grant any lien, encumbrance of hypothec on the Equipment or charging or purporting to charge same; (j) the Lessee is in default pursuant to any agreement, contract or writing binding it to any financial

institution or governmental entity or any other creditor; (k) the Equipment covered by the Lease loses all individuality if incorporated into a building or otherwise; (l) the Lessee moves the Equipment from the location listed on this Lease without the express consent of the Lessor; (m) any material obligation of the Lessee or the Guarantor to the Lessor is not, or cease to be, legal, valid, binding or enforceable; or (n) if the Lease ceases to be registered as required by the Lessor.

15. REMEDIES IN EVENT OF DEFAULT. If Lessee is in default under the Lease, the Lessee must return the Equipment to the Lessor and Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies: (a) terminate this Lease and any other agreement between Lessee and Lessor; (b) recover from Lessee, as liquidated damages and not as a penalty, (i) any and all amounts then due and (ii) the aggregate of any and all amounts to become due over the remainder of the Term of the Lease and the Residual Value as stated on the front of this Lease; (c) take possession of any or all items of Equipment, wherever located, without demand, notice, court order or any other process of law; (d) proceed by appropriate court action or other proceeding to enforce performance by Lessee and/or to recover damages for the breach thereof; and (e) proceed to enforce any and all other rights and remedies provided hereby and by applicable law, including, without limitation, (i) the right to appoint a receiver, a receiver/manager and an interim receiver pursuant to the provisions of any Insolvency Laws, over any or all of the property, assets or undertaking of Lessee, and (ii) all Lessee's rights under the applicable Personal Property Security Act or Civil Code of Quebec or such similar statute in any other jurisdiction where the Equipment is or may be located. Upon repossession or return of such items of Equipment, Lessor shall sell, lease or otherwise dispose of such items, and apply the net proceeds thereof toward the amount due under the Lease, but only after deducting all expenses incurred by Lessor in the recovery and sale process, including but not limited to legal fees incurred in connection therewith (the "Net Sale Proceeds"). If the Net Sale Proceeds are not sufficient to cover the Lessee's obligations hereunder, Lessee shall promptly pay any deficiency. After deduction, if applicable, of the amount corresponding to the cost of the Lessee's option to purchase the Equipment, as previously determined between the parties, the Lessee shall further pay to the Lessor as liquidated damages and not as a penalty for all additional administrative expenses, legal fees and other costs, and an additional amount equal to twenty percent (20%) of the balance of all the Lease payments due and provided for in this Lease until the expiry of the Term in addition to any and not in substitution for any other amount which the Lessor may be entitled to receive hereunder. No right or remedy of Lessor is exclusive of any other rights or remedies herein or those permitted by law or equity. All such rights and remedies shall be cumulative and not alternative and may be enforced concurrently or individually from time to time. The Lessee irrevocably and by way of security appoints the Lessor as its attorney to sign, execute, deliver and do all deeds, instruments, acts and things as the attorney may think required; the Lessee agrees, promptly on the request of the Lessor, to ratify and confirm all deeds, instruments, acts and things signed, executed, delivered and done under such appointment.

16. PURCHASE OPTION. Provided that the Lessee complies with the terms of this Lease, Lessee shall have the option to purchase all but not less than all of the Equipment on the expiration of this Lease. Lessee shall notify the Lessor of its intention to exercise the purchase option, by way of written notice, at least sixty (60) days prior to the expiration of the original Term of this Lease, and payment of the purchase price shall be due on such expiration. The purchase option price will be the Equipment's Residual Value as set out on the front page of this Lease plus all applicable taxes. If the Lessee exercises the purchase option, the Equipment shall be purchased by the Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens, charges or encumbrances created by the Lessor, without further warranties, conditions or representations whatsoever, express or implied, on the part of the Lessor. If the notice and the required payment are not received by the Lessor at the specific due dates, the purchase option and acquiring rights provided will become void.

17. TERMINATION, EXTENSION PERIOD AND DISPOSITION OF EQUIPMENT. Upon the completion of the Term and provided that the Lessee is not in default under the terms of this Lease, the Lessee may: (a) purchase the Equipment in accordance with the terms set out in Section 16 hereof; (b) return the Equipment at the Lessee's risk and expense to the address stated in this Lease, or to such other address as the Lessor may specify; in proper working condition and free of repairs or (c) where the Lessee does not exercise the option to Purchase, and does not return the Equipment, this Lease shall be automatically extended at the expiry of the Term, from month to month commencing at such expiry date, on the same terms and conditions and Lease Payments, all as provided for in this Lease, until the Lessee notifies the Lessor in writing of its intention to terminate the Lease at least thirty (30) days prior to the

expiry date of the Term or until Lessor ends such month-to-month extension with a 30-day notice. If the Lessee returns the Equipment to the Lessor, the Lessor will use reasonable efforts to sell the Equipment, within a reasonable time after the date of such return unless otherwise mutually agreed. Such Equipment shall be sold for cash payable, in full upon delivery. Without limiting the foregoing, the Lessor shall have the right to sell such Equipment to any dealer or broker or at any wholesale equipment auction, including to companies affiliated with the Lessor. All Equipment surrendered for sale pursuant to this Lease shall continue to be subject to the terms and conditions of this Lease until completion of this sale. The costs and expenses of such sale of Equipment shall be deducted from the proceeds realized from such sale, and the balance remaining shall be the actual fair market value of such Equipment (the "Actual FMV").

18. ADMINISTRATIVE EXPENSES AND INTEREST. Lessee shall pay interest to Lessor at the rate of two percent (2%) per month compounded monthly (26.82% per annum) on any amount in default hereunder until such amount has been paid in full to Lessor. In addition, Lessee shall pay to Lessor an administrative fee plus all applicable taxes: (a) of thirty dollars (\$30) for each month or part of a month during which a Lease payment or other amount is outstanding; (b) of seventy-five dollars (\$75) for all cheques returned for any reason whatsoever and for any debit notice under the terms of the pre-authorized payment plan; (c) for all registration fees, including write-off or discharge fees; (d) of twenty-five dollars (\$25) for the delivery of an additional copy of this Lease or any other document.

19. TERMINAL ADJUSTMENT CLAUSE. Lessor and Lessee agree that the fair market value of each piece of the Equipment upon expiration of the original Term for such Equipment shall be the Residual Value Lessor and Lessee further agree that, if Lessee chooses to return the Equipment at the end of the Term, each piece of Equipment will be sold at the Actual FMV. In the event that the Residual Value exceeds the Actual FMV the amount of such excess shall promptly upon demand be paid by the Lessee to the Lessor. In the event that the Actual FMV exceeds the Residual Value the amount of such excess shall promptly upon demand be paid by the Lessor to the Lessee.

20. EARLY PURCHASE OPTION. Provided that the Lessee is not then in default hereunder, at any time following twelve (12) months after the beginning of the Term of this Lease, Lessee is entitled to purchase all but not less than all, the Equipment for a purchase price equal to the sum of all the future Lease payments discounted at the rate of 2.5% per annum and the Residual Value, plus any applicable taxes.

21. ADDITIONAL OBLIGATIONS OF THE LESSEE. Lessee shall deliver to Lessor all documents that the Lessor may require in order to better carry out and implement the intent and purpose of this Lease and each and every provision thereof. The name of the Lessee is accurate and the Lessee will promptly advise Lessor of any change in its name. At the request of Lessor, Lessee shall, from time to time, provide satisfactory evidence that payments were duly made.

22. NON-CANCELABLE AGREEMENT. This Lease cannot be cancelled or terminated for any reason except as expressly provided for herein and shall remain in full force and effect for the entire Term specified herein, including any extension period, and shall constitute the entire agreement between the parties hereto, and shall supersede and replace any previous agreements, covenants and commitments, whether written or oral between the parties regarding the subject matter hereof. No part of this Lease may be amended or purport to be amended unless a written amendment is signed by both parties hereto. Lessee acknowledges that neither the supplier of the Equipment nor its agents or representatives is authorized to amend the terms and conditions in any way of this Lease nor to waive or add any provisions thereto whatsoever.

23. PROVINCE OF QUEBEC. If the Lease is concluded or executed in the Province of Quebec it shall be considered a leasing as this expression is defined by article 1842 of the Civil Code of Quebec and interpreted in accordance with the provisions of articles 1842 to 1850 of the Civil Code of Quebec and any provision of the Lease that are contrary to those articles shall be considered as without effect.

24. CREDIT CHECK AND FINANCIAL INFORMATION. Lessee hereby authorizes Lessor to collect, use and disclose information about Lessee and guarantors, if any, and their creditworthiness from and with third parties such as references, personal information and credit reporting agents and bureaus, and others with which Lessee has or may have financial dealings at any time while an obligation is outstanding in respect of this Lease, including but not limited to the enforcement of any obligations hereunder. Lessee also agrees to provide such information to Lessor when requested during the Term of this Lease and while any obligations hereunder are outstanding.

Furthermore, if the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Lease or any change in the status of the Lessee obliges the Lessor to comply with new or different know your customer obligations, the Lessee shall promptly provide to the Lessor any information it may require.

25. BUSINESS PRE-AUTHORIZED DEBIT AGREEMENT (PAD). Lessee authorizes their financial institution to debit all amounts owed to Lessor pursuant to the Lease and waives Payments Canada's requirement of pre-notification with regards to a change in amount to a PAD. Lessee acknowledges that the present authorization will be submitted to their financial institution. Lessee must advise Lessor in writing of any change to its bank account. Lessee has provided a void cheque or provided their banking information. Should Lessee refuse to enroll in PAD payments, an amount of twenty-five dollars (\$25) before taxes will be added to each Lease Payment. The Lessee may cancel the PAD Agreement by giving Lessor 30 days' prior written notice. Lessee may obtain a sample cancellation form or further information on their right to cancel a PAD Agreement at their financial institution or by visiting www.cdnpay.ca. Lessee has certain recourse rights if any PAD does not comply with this PAD Agreement. For example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not compatible with the Lease. To obtain more information on Lessee's recourse rights in case of non-compliant PAD, it is possible to communicate with their financial institution or visit www.cdnpay.ca. This PAD agreement only applies to payment method between the Parties and neither the PAD Agreement, nor its cancellation affects Lessee's obligations pursuant to the Lease.

26. COPIES. Lessee and guarantors hereby acknowledge receipt of a copy of this Lease. A facsimile copy, scanned copy or email copy of this Lease will be treated as an original and will be admissible as evidence of this Lease.

27. ELECTRONIC COMMUNICATION. Lessee agrees and acknowledges to exchange information or communicate with Lessor using email or other electronic communication and that there are risks that information may be inadvertently disclosed to or accessed by third parties. Lessee will hold harmless the Lessor in that event.

28. MISCELLANEOUS. All notices or requests required to be given or directed to the parties according to the Lease shall be sent in writing to the appointed address as set forth in the Lease or to such other address as each party may notify the other in writing. Time is of the essence of this Lease. No waiver by the Lessor of any default shall be construed as a waiver of any other or subsequent default of the Lessee nor a waiver of any of the Lessor's rights except to the extent of the specific waiver. The failure by the Lessor to exercise any of its rights hereunder, whether resulting from the Lessor's negligence, delay or otherwise shall not be construed as a waiver of such Lessor's rights. This Lease shall be binding on the parties hereto and their respective heirs, executors, administrators, successors and assignors and shall be fulfilled to their benefit (including any entity with which the Lessor may merge or amalgamate or by which it may be absorbed or to which it may transfer all or any of its undertakings or assets; any change in the Lessor's constitution or any such merger, amalgamation, absorption or transfer shall not prejudice or affect its rights under this Lease). If there is more than one Lessee, each one shall be jointly and severally (solidarily) liable for the performance of all obligations under this Lease, including without limitation, payment of the Lease Payments, and any other payments owing under the Lease from time to time, and for the observance and performance of the terms, covenants and conditions of this Lease. The Lease shall not become binding on Lessor until accepted in writing by the dated signature of a duly authorized representative of Lessor. The section headings in this Lease are for reference purposes only and shall not affect its interpretation. It is agreed between the parties that as far as the context of the Lease requires it, the singular includes the plural and any reference to gender includes all genders. If the Lease is concluded or executed in the Province of Quebec, the laws of Quebec shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Quebec for the district of Trois-Rivières, Province of Quebec, as the exclusive forum for all legal proceedings. If the Lease is concluded or executed in another Canadian province then the laws of Ontario shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Ontario situated in the City of Toronto as the exclusive forum for all legal proceedings. The parties agree that this document be written in English. Les parties conviennent que ce document soit rédigé en Anglais.



Mitsubishi HC Capital Canada Leasing, Inc.
 3390 South Service Road, Suite 301
 Burlington, Ontario L7N 3J5
 P > 1 855 840-1298
 www.mhccna.com

ACCEPTANCE AND AUTHORIZATION OF DISBURSEMENT CERTIFICATE

Complete in block letters

CONTRACT NUMBER

Contract number:

Date:

Orbit Express Inc. (hereinafter called "Debtor") certifies to Mitsubishi HC Capital Canada Leasing Inc (herein after called "MHCL") that he accepts the following equipment (hereinafter called "the Equipment"), supplied by Nisku Truck Sales Ltd. (hereinafter called "Supplier") even if he has not taken possession or received the said equipment to date:

3 X 2021 Vanguard Dry Van Trailer
 VIN: 5V8VA5328MM100145, 5V8VA5324MM100126, 5V8VA5324MM100188
 With all components and accessories

This executed Acceptance and Authorization of Disbursement Certificate constitutes an instruction to MHCL to pay 100% of the invoice(s) for the Equipment and to commence the Contract and to make all automatic withdrawals provided for in the Contract.

The Debtor acknowledges that the amounts will be payable whether or not the Equipment is delivered and is received to the satisfaction of the Debtor or not, MHCL being released from any and all liability for the delivery and proper operation of the equipment. The debtor undertakes to take possession of the Equipment within a reasonable period of time, being a maximum of 30 days from the date hereof.

Orbit Express Inc.

"Debtor"

Signature

Signature

Signature

Date



TPine Leasing Capital Corporation

LEASE AGREEMENT

						Lease Number 35067	
LESSEE		Orbit Express Inc.			CONTACT		Kulwant Singh
CO-LESSEE					TELEPHONE		416-829-1092
CO-LESSEE					EMAIL		
BILLING ADDRESS		28 Cape Dorset Cres		CITY AND PROVINCE	Brampton, ON		POSTAL CODE L6R 3L2
		ASSET DESCRIPTION Refer Equipment Schedule					
		EQUIPMENT LOCATION					
TERM	EXECUTION DATE	FIRST AND LAST PAYMENT	MONTHLY PAYMENT AMOUNT		GST/HST/QST	TOTAL MONTHLY LEASE AMOUNT	END OF TERM OPTIONS
36 Months	08/04/2022	\$17,574.90 + Applicable Taxes	RENTAL	\$8,787.45	\$1,142.37	\$9,929.82	\$10.00
			GAP	\$0.00			See Schedule A for more options
			WALK-AWAY	\$0.00			
PRE-AUTHORIZED DEBIT ("PAD")		Lessor is hereby authorized to deduct the monthly recurring Lease Payments set out above, plus any other amounts due under this Lease Agreement, on the first day of each month from the bank account as outlined on the attached sample cheque. LESSEE HEREBY WAIVES THE RIGHT TO RECEIVE PRE NOTIFICATION OF THE ADDITIONAL AMOUNTS TO BE WITHDRAWN HEREUNDER. The terms of this authorization are further supplemented in section 6 hereof. This PAD is for business purposes.					
1st		Authorized Cheque Signer(s) X		 Title(s) _____			
PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE							

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee leases from Lessor the personal property listed and described herewith ("Equipment") under the terms and conditions set forth herein. Lessee warrants that the Equipment is being leased and will be used for business and commercial purposes only. This Contract ("Lease Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of a duly authorized representative of Lessor. Lessee acknowledges that the Total Monthly Lease Amount contains Equipment charges only.

1. NON-CANCELLABLE CONTRACT. This Lease Agreement cannot be terminated during the term set forth ("Term") except as expressly provided herein.
2. LEASE PAYMENTS. Lessee shall pay to Lessor on the first day of each month of the Term the Total Monthly Lease Amount (the "Lease Payments") set forth above commencing on the Lease Commencement Date specified above and continuing for the Term. Lessee will not assert against Lessor any claim by way of abatement, defense, setoff, compensation or counterclaim. The Term shall commence on the first day of the month following equipment delivery and rent shall be pro-rated from the date of equipment delivery until the Term commences.
3. ADVANCE PAYMENTS. The Advance Payments as set forth above, shall be paid to Lessor by Lessee on the Lease Commencement Date specified above and shall be applied to the cost of the Equipment as a down payment. Lessee acknowledges and agrees that the Advance Payment does not constitute equity in the Equipment and further acknowledges that the Lease Payments have been calculated on the basis that the Advance Payments have offset the equipment cost.
4. LOCATION AND USE. The Equipment shall be located and used at the place designated herein identified as the above noted billing address unless notified otherwise and locations as specified in the attached schedule(s), and shall not be moved without the prior written consent of Lessor. Notwithstanding the foregoing, motor vehicles, trailers, or other goods of a type normally used in more than one jurisdiction, need not be kept at a specific location but shall at all times be under Lessee's control and shall not be domiciled outside Canada without prior written consent of the Lessor. Lessee shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations present or future, by competent and duly qualified personnel only. Lessor may inspect the Equipment at any time upon reasonable prior notice to Lessee. Any improvements resulting from any accessions, attachments, additions, changes, modifications or other alterations to the Equipment shall immediately form part of the Equipment and become subject to this Lease Agreement. The Equipment shall remain as separately identifiable, personal and moveable property and shall not be affixed to real property, without the Lessor's prior written consent. If the Equipment is to be affixed to any real property, the Lessee acknowledges and agrees that the Lessor may file a notice of security interest against such real property and the Location of the Equipment as set out above shall be the address of such real property.
5. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by the Lessee for the purpose of the lease thereof to the Lessee under this Lease Agreement. Lessor makes no representation or warranty, express or implied, legal, statutory, customary or otherwise in respect to the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as

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intended by Lessee or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Lessee shall claim only against such vendor or manufacturer under such warranties made available to Lessee and shall nevertheless unconditionally pay Lessor all Lease Payments and other amounts payable hereunder without abatement, defense or set off. Lessor hereby assigns to Lessee for and during the applicable Term, the warranties, if any and if assignable, of the manufacturer with respect to the Equipment.

6. **PRE-AUTHORIZED PAYMENT PLAN.** It is a condition of this Lease that Lessee make the Lease Payments by PAD. Lessee may revoke its authorization at any time. Written notification must be received by Lessor at least 30 days prior to the next scheduled PAD date. Lessee has certain recourse rights if any PAD does not comply with this Lease Agreement, including the right to reimbursement for any PAD that is not authorized or consistent with this Lease Agreement. To obtain a sample cancellation form, reimbursement claim form or for more information on the right to cancel a PAD agreement and payor recourse rights, Lessee is directed to its financial institution or to www.cdnpay.ca. Lessee agrees that termination of this authorization does not cancel or reduce its obligations under this Agreement. Lessee waives the right to receive prior notice of all other amounts to be debited and the dates on which such debits will be processed, as well as notice of further changes to such amounts or dates. Lessor may assign this authorization to any third party to whom it assigns its interest in this agreement. Any inquiries regarding the PAD can be directed to Lessor at the address noted above. The Lessee acknowledges and agrees that any fines, penalties, tickets, toll charges and the like, which the lessor receives as a result of their title to the Equipment, are for the account of the Lessee and may be debited by PAD from Lessee's account.

7. **RETURN OF EQUIPMENT.** At the end of the term of the Lease Agreement, provided that Lessee does not elect to purchase the Equipment or renew this Lease Agreement, Lessee shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted resulting from normal use thereof alone allowed and without any missing or broken components or accessories, at such locations as Lessor shall designate. If any item of Equipment is damaged or does not meet the standards set forth above for return condition of such Equipment, or if the Lessee fails to discharge Lessee's obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the fair market value applicable to such item of Equipment.

8. **RATE AND TAXES.** Lessee shall comply with all governmental laws, regulations and orders relating to this Lease Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Lease Agreement or the Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Any fees, taxes or other lawful charges paid by Lessor upon failure of Lessee to make such payments shall at Lessor's option become immediately due from Lessee to Lessor.

9. **EQUIPMENT RISK AND INSURANCE.** The Equipment shall be at the risk of the Lessee. Lessee shall obtain and maintain for the entire Term and any Renewal Period of this Lease Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury, and insurance against loss or damage to the Equipment in such amounts, in such form, and with such insurers shall be satisfactory to Lessor. Each insurance policy will name Lessor as additional insured and loss payee and all policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days' prior written notice of any alteration in the terms or cancellation of the policy. Lessee shall furnish a certificate, or other evidence satisfactory to Lessor, on or before the Lease Commencement Date. Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to request required insurance coverages, make claims, receive payments and execute and endorse all documents, cheques, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby.

10. **LOSS OR DAMAGE.** Lessee shall bear all risk of loss associated with an Equipment, including the theft, destruction, or damage. (including, but not limited to, any condemnation, seizure, or requisition of title or use) ("Event of Loss"). When any Event of Loss occurs, Lessee shall immediately notify Lessor and, at the option of Lessor, shall (a) place such Equipment in good repair and working order; or (b) replace such Equipment with like Equipment (of the same year, make, model and accessories) in good repair and working order, with clear title to the replacement Equipment in Lessor; or (c) pay to the Lessor the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment. For greater certainty, if Lessor determines the Event of Loss constitutes a total loss, Lessee shall pay Lessor the Stipulated Loss Value of the Equipment less any insurance proceeds actually received by the Lessor.

11. **ASSIGNMENT.** Lessee shall not sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Lease Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Lessee agrees to pay an assignment fee to Lessor of \$100.00 or Lessor's actual costs, whichever is greater. Lessor may assign this Lease Agreement at any time without notice to or consent of the Lessee. Lessee agrees to pay all Lease Payments hereunder unconditionally to any such assignee, without abatement, defense, set off, compensation or counterclaim. If required by assignee, Lessee shall make all Lease Payments directly to assignee and agrees to promptly execute and deliver such acknowledgements, agreements, all necessary documentation necessary to pre-authorize the Lease Payments automatically debited from Lessee's bank account and other instruments from time to time as may be requested by assignee, purchaser or secured party. Lessee agrees that it will not assert against any assignee any claims, defenses, setoffs, compensations, deductions or counterclaims it may now or hereafter be entitled to against Lessor and agrees not to terminate this Agreement due to any default on the part of the Lessor or Supplier whether or not arising hereunder. This assignment, sale and grant of security shall not relieve Lessor of its obligations to Lessee hereunder and Lessee agrees that this assignment shall not be construed as an assumption of such obligations by Assignee.

12. **TITLE.** Lessee shall have no right, title or interest in the Equipment other than, conditional upon Lessee's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Lessee hereby confirm their intent that the Equipment shall always remain and be deemed moveable property, even though said Equipment may hereinafter become attached or affixed to realty.

13. **DEFAULT.** Lessee is in default under this Lease Agreement if: (i) Lessee fails to pay any Lease Payments or other amounts payable hereunder on the due date; (ii) Lessee fails to perform or observe any covenant, condition or agreement to be performed or observed hereunder; (iii) any representation or warranty made by Lessee herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto is incorrect at any time in any material respect; (iv) Lessee becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver is appointed for Lessee or for a substantial part of its property without its consent; (v) if Lessee defaults under any other lease, contract or other agreement between Lessee and Lessor; (vi) any item of Equipment is confiscated, forfeited or seized or otherwise attached by anyone pursuant to any legal process or other means, or is used in any illegal activity; or (vii) Lessee shall suffer a material adverse change in its financial condition or operations. If a default occurs, Lessor in its absolute discretion may: (a) enter upon the premises where such Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, and with or without terminating this Lease Agreement, sell, rent, or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Lessee hereunder; (b) cancel any licence plate attributed to the Equipment even if such plate is in the Lessee's name; (c) terminate this Lease Agreement; (d) declare the total amount or any portion thereof of unpaid Lease Payments and other amounts due and to become due hereunder for the Term immediately due and payable, and by written notice to Lessee specifying a payment date not earlier than five (5) days from the date of such notice, require Lessee to pay to Lessor on the date specified in such notice, the (i) the value of all the remaining Lease Payments payable to the expiration of the Term, plus (ii) the Lessor's estimated residual value of the Equipment (e) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid. No remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. Lessee agrees that Equipment is of a type customarily sold on a recognized market and hereby waives any right to notice of sale under the applicable personal property security legislation. In the event Lessor repossesses and sells, rents or re-leases each item of Equipment, the proceeds of any such sale or agreement shall be applied to reimburse Lessor for Lender's damages. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency.

14. **NOTICES.** Any notices and demands require to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Lessee hereby agree that all documents, including this Lease Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.

15. **FURTHER ASSURANCES.** Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Lessee shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.

16. **CHARGES.** Lessee shall pay to Lessor a late charge of ten dollars (\$10.00) for each month or part thereof for which Lease Payments or other sum payable hereunder shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at there rate of

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24% per annum calculated monthly. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge in an amount equal to \$75.00 for the first occurrence and \$100.00 for any subsequent NSF, plus other amounts allowed by law. Lessee also agrees to pay as additional rent, reasonable administration charges as set out in Lessor's current schedule of charges from time to time. Lessee shall pay any and all charges and costs incurred by the Lessor in connections with the enforcement of its rights under this Lease Agreement, including reasonable legal expenses and expenses incurred in the repossession of the Equipment. Should Lessee fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest thereon at 24% per annum shall be considered as an additional Lease Payment to be paid by Lessee.

17. CREDIT INVESTIGATION AND PRIVACY WAIVERS. We may receive from and disclose to any person or business entity including without limitation, any of our affiliates or credit reporting agencies, for any purpose, information about your accounts, credit application and credit experience and you authorizes any person or entity to release any information related to your accounts to us. This shall be a continuing authorization for all present and future disclosures of your account information.

18. GENERAL INDEMNITY. Lessee indemnifies and agrees to defend and hold Lessor, its officers, directors and employees, and any successors, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, legal fees), damages and liabilities of any nature whatsoever that may be imposed on, incurred by or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, whether or not other parties are involved. The liability of Lessee to make indemnification payments shall, notwithstanding any expiration, cancellation or other termination (whether voluntary, as the result of a default or otherwise) of this Lease Agreement, continue to exist until such indemnity payments are irrevocably made in full by Lessee and received by Lessor. If any claim is made against Lessee or Lessor, the party receiving notice of such claim shall promptly notify the other, but failure of the party receiving notice to so notify the other shall not relieve Lessee of any obligation hereunder.

19. LANGUAGE. The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.

20. WAIVER. No covenant or condition of this Lease Agreement can be waived except in writing by Lessor and any forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or conditions to be performed by Lessee to which the same may apply and, until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available under this Lease Agreement or by law. No waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of Lessor's rights.

21. CO-LESSEES. Lessee and the Co-Lessee, if any, hereby agree that their respective liability for the payment and performance of obligations of the Lessee under this Lease Agreement shall be joint and several. Any reference to Lessee in this Lease Agreement shall be deemed to be a reference to the Co-Lessee, in any.

22. MISCELLANEOUS. This Lease Agreement shall be governed by the laws of the jurisdiction of which the Equipment was originally delivered to the Lessee. Time is of the essence with respect to this Lease Agreement. This Lease Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions whatsoever relating to the Equipment or this Lease Agreement not specifically set forth or referred to herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. A facsimile copy of this Lease Agreement with facsimile signature(s) will be treated as an original and will be admissible as evidence of this Lease Agreement. Any provision of this Lease Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in and jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Lessee acknowledges and agrees that (i) clerical errors shall not affect the validity of this Lease Agreement and Lessor shall be entitled to unilaterally correct the same; and (ii) the Lessor shall be entitled and is hereby authorized to complete the equipment description on the face of this Lease Agreement. Lessor may register a financing statement and Lessee waives the receipt of and the right to receive a copy of any such registered statement or verification statement with respect thereto. To the extent not prohibited by law, Lessee hereby waives the benefit of all provisions of any law, statute or regulation which would in any manner affect Lessor's rights and remedies hereunder, including provisions of the limitations of Civil Rights Act of Saskatchewan.

23. Vehicle Full Service Agreement as per Schedule "B".

24. GUARANTEE AND INDEMNITY. The undersigned (hereinafter the "Indemnitor"), hereby irrevocably and unconditionally guarantees the Lessor payment of all Lease Payments and promises to satisfy all other obligations arising hereunder this Lease (the "Obligations"), in the event that the Lessee(s) fails to fulfill any its contractual obligations under this Lease. This is an absolute, unconditional, irrevocable and continuing guarantee and indemnity that will remain in full force and effect until all of the Obligations have been indefeasibly satisfied in full, and Lessor has terminated this Guarantee and Indemnity. This Guarantee and Indemnity will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of the Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. The Indemnitor also hereby waives the benefit of further discussion and division.

Date: August 4, 2022

FOR OFFICE USE ONLY

EXECUTED AS LESSOR:

TPINE LEASING CAPITAL CORPORATION

By  Authorized Signatory

LESSEE

(Full Legal Name)

Orbit Express Inc.

The undersigned affirms that he/she is duly authorized to execute this Lease.

By  Authorized Signatory

Title _____ Date **08/04/2022**

INDEMNITOR

(Full Legal Name) **Kulwant Singh**

The undersigned affirms that he/she is duly authorized to execute the Certificate

By  Authorized Signatory

CO-LESSEE

(Full Legal Name)

By _____ Authorized Signatory


*** EQUIPMENT SCHEDULE ***

EQUIPMENT DESCRIPTION:

[illegible]

Orbit Express Inc.

By: _____
Name: _____
Title: _____

By: 
Name: Kulwant Singh
Title: _____



*** SCHEDULE "A" ***

To Lease Agreement dated August 4, 2022, between TPine Leasing Capital Corporation and Orbit Express Inc..

End of Term Options Notwithstanding anything contained in the Lease Agreement to the contrary, so long as no default shall have occurred and be continuing, you shall have the following options at the end of the Initial Term (the "Option Date"):

(a) Purchase all, but not less than all, the Equipment leased pursuant to this Lease Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at a price equal to:

\$10.00

plus any applicable taxes (the "Purchase Price"). After such notice and payment, provided no Default exists, you shall acquire our interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by us of any kind whatsoever except that you will acquire such interest free and clear of all liens and encumbrances created by or through us; or

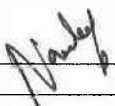
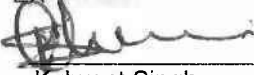
["Fair Market Value" shall mean an amount equal to the sales price obtainable in an arms-length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller with no compulsion to sell and assuming the Equipment is in the condition required by the Lease.]

(b) Return all but not less than all, the Equipment at your expense to a location in Canada as we designate; or

(c) Continue to lease the Equipment on a month to month basis for the same monthly Lease Payments and on the same terms and conditions of the Lease Agreement.

Should you fail to notify us of your election within ninety (90) days of the end of the Initial Term, you shall be deemed to have elected option (c) above, provided however, you shall have the option to purchase all, but not less than all, of the Equipment at any time upon written notice of ninety (90) days to us for the Purchase Price.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Schedule to be duly executed on the date set forth below by their authorized representatives.

TPINE LEASING CAPITAL CORPORATION	ORBIT EXPRESS INC.
By: 	By: 
Name: _____	Name: <u>Kulwant Singh</u>
Title: _____	Title: _____



NO EQUITY LETTER

Date: August 4, 2022

Tpine Leasing Capital Corporation
6050 Dixie Rd
Mississauga, On. L5T 1A6

To whom it may concern

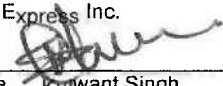
Reg :- Equipment Outlined below ("The Equipment")

New or Used	Model Year	Manufacturer	Model	Description	S No.
				<u>USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D3FL867965</u>	
				<u>USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D5FL867966</u>	
				<u>USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D0FL867969</u>	
				<u>USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D7FL867970</u>	
				<u>USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D9FL867971</u>	

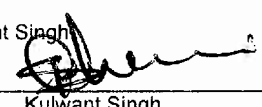
This letter is to confirm that I/we the undersigned have requested TPINE LEASING CAPITAL CORPORATION to purchase the Equipment for the purposes of leasing it to the undersigned.

The undersigned confirms that the deposit and/or equipment trade reflected on the vendor invoice from TPINE KING TRUCK LOAN, was made on behalf of TPINE LEASING CAPITAL CORPORATION. The undersigned acknowledges and confirms that regardless of any deposit and/or equipment trade, no interest has been acquired in the Equipment. TPINE LEASING CAPITAL CORPORATION will acquire, beneficially and otherwise absolute right, ownership and interest into the Equipment. The undersigned agrees no interest and/or equity in the Equipment will be claimed, as a result of the deposit and/or equipment trade.

Orbit Express Inc.

By 
Name Kulwant Singh
Title _____

Kulwant Singh

By 
Name Kulwant Singh
Title _____



DELIVERY AND ACCEPTANCE CERTIFICATE

DATED: August 6, 2022

Orbit Express Inc.

28 Cape Dorset Cres

Brampton, ON L6R 3L2

Hereinafter called <<Lessee>>

Equipment: USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D3FL867965
USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D5FL867966
USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D0FL867969
USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D7FL867970
USED 2015 WABASH DRY VAN BEARING S NO. 1JJV532D9FL867971

1 The undersigned hereby represents and certifies to Lessor that each item of Equipment specified in the Lease

(A) has been delivered to and inspected by Lessee as of the date hereof;

(B) is satisfactory for financing under the Lease and is unconditionally and irrevocably accepted;

(C) is in good condition and operates properly;

(D) is subject to all of the terms and conditions of the Lease; and

(E) an authorized officer of the undersigned has executed this Acceptance Certificate.

2. This executed Acceptance Certificate constitutes an instruction to Lessor to pay for the Equipment and to commence the Lease and to make all automatic withdrawals provided for in the Lease.

TPINE LEASING CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

Orbit Express Inc.

By: _____
Name: Kulwant Singh
Title: _____



CLE Capital Inc.
3390, South Service Road, Suite 301
Burlington (Ontario) L7N 3J5
Téléphone: 1-800-373-7393 Fax: 1-800-373-7394

Lease number: 359717

(hereinafter called the "Lessor")

EQUIPMENT LEASE AGREEMENT

Legal Name of Lessee Orbit Express Inc.		Contact person Kulwant Singh	
Address 124 Commercial Rd	Tel. 519-965-2810		
City/Prov. Bolton ON	Cell. 519-965-2810		
Postal Code L7E 1K4			
Location of Equipment (if different than Lessee's address):			

Equipment Description (Quantity, Make, Model, Year, Serial Number) New 2020 kenworth T680 Vln # 1XKYDP9X0LJ960955 <i>TS</i>	Term 61	Payment frequency Monthly	No. of Lease Payments 1	Amount of Lease Payments before taxes \$8387.00
	TERMS OF PAYMENT: LEASE PAYMENTS ARE PAYABLE IN ADVANCE AND AMOUNTS ARE SUBJECT TO ANY CHANGES IN APPLICABLE TAXES. No. of advanced payments (excluding 1st instalment): Residual Value: \$10		60	\$3127.71
			\$	
			\$	
			\$	
			\$	

By signing this Lease, Lessee agrees to the terms and conditions of this Lease and certifies that all Equipment has been delivered and is in good operating order. Lessee unconditionally accepts the Equipment and requests that Lessor accept this Lease and pay the supplier of the Equipment (see pages 2 to 5 for additional terms and conditions pertaining to the Lease).

Orbit Express Inc.		
Legal Name of Lessee (block letters)		
<i>[Signature]</i>		
Signature	Signature	Signature
Kulwant Singh / Director		
Name and title (block letters)	Name and title (block letters)	Name and title (block letters)

GUARANTEE. The undersigned (hereinafter the "Guarantor"), hereby irrevocably, unconditionally and solidarily (jointly and severally) guarantees to Lessor the payment of all Lease Payments and all other obligations arising hereunder (the "Obligations"). The Guarantor further agrees that if the Lessee defaults on any of its obligations to perform under this Lease, the Guarantor will meet all obligations of the Lessee hereunder. This is an absolute, unconditional, irrevocable and continuing guarantee and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full, and Lessor has terminated this Guarantee. This Guarantee will not be affected by any surrender, exchange, acceptance, compromise or release by Lessor of any other party, or any other guarantee or any security held by it for any of the Obligations, by any failure of Lessor to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guarantee thereof. This Guarantee shall remain in effect notwithstanding any change in the circumstances having led the Guarantor to execute this Guarantee and notwithstanding the termination of the office or duties of the Guarantor or a change in it or in any relationship between the Guarantor and the Lessee. The Guarantor also hereby waives the benefit of discussion and division.

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Guarantor Signature	Guarantor Signature	Guarantor Signature
Kulwant Singh	Daljit Singh	Yadwinder Singh
Guarantor name (block letters)	Guarantor name (block letters)	Guarantor name (block letters)
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Witness Signature	Witness Signature	Witness Signature
RAVINDERPAL SINGH	RAVINDERPAL SINGH	RAVINDERPAL SINGH
Witness name (block Letters)	Witness name (block Letters)	Witness name (block Letters)

Acknowledgement of the Lessor <i>[Signature]</i> Kulwant Singh Manager Contract Administration		Lease Commencement Date June 28, 2019
Per: <i>[Signature]</i>		
GST: R101074375 PST: 1001435040TQ0001		

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1. SUBJECT. Subject to the compliance by the Lessee with the terms and conditions of this lease (the "Lease"), the Lessor hereby Leases the equipment described above (the "Equipment") to the Lessee on the terms set out above which Equipment has been purchased by the Lessor at the express request of the Lessee.

2. TERMS. The Lessee shall pay to the Lessor, for the use of the Equipment, the Lease Payments set forth above at the Lessor's head office address in the following manner and at the following times: the first Lease Payment shall be paid at the time of execution of this Lease by the Lessee and subsequent Lease Payments shall be paid on the first day of each month during the Term hereof or on any such other date as may be specified by the Lessor from time to time. Lessee shall make a partial payment for the period between the delivery date of the Equipment and the due date of the first Lease Payment (per diems). Each Lease Payment is payable in advance, without deduction, discount or set-off, all such rights being hereby expressly waived and released by the Lessee. Any additional payments required to be made hereunder from time to time by the Lessor shall be paid by the Lessee using the method of payment initially agreed upon between the parties. This Lease shall begin on the Lease Commencement Date to be established by Lessor when they accept the Lease. The Lessee acknowledges that no maintenance or service obligations are included in this Lease.

3. COMPLETION OF LEASE. Lessor is authorized by Lessee to complete or correct this Lease although previously signed by Lessee, by the insertion or correction of serial numbers, make/model and/or other identifying references to the Equipment and by adjustments and/or corrections deemed by Lessor to be clerical in nature. Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Lease, and that Lessor shall be entitled to unilaterally correct same.

4. USE AND LOCATION OF EQUIPMENT. Lessee shall cause the Equipment to be operated in accordance with any applicable manufacturer's manuals or instructions, by competent duly qualified personnel, in accordance with applicable governmental regulations, if any, and used solely for business or commercial purposes and not for illegal purposes, nor for personal, family or household purposes. As long as the Lessee is not in default, the Lessee could and should have in its possession the Equipment and use it in Canada and exceptionally in the United States upon written authorization from the Lessor. Lessee will promptly notify Lessor of any loss or damage to the Equipment. Lessee will promptly pay all taxes, assessments, license fees and other charges levied or assessed against the Equipment or this Lease. No export of the Equipment by the Lessee shall be permitted unless Lessee has received a prior written authorization from the Lessor. If Lessor so consents, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein. The Lessee must provide any other necessary information required by the Lessor regarding the location of the Equipment. The Lessee declares that the vehicle is registered, if applicable, in the province where the property is located, as indicated in the "Location of the Equipment" section. If no Location of the Equipment is specified, the Lessor considers that the Equipment is registered in the Province of the Lessee. Applicable Taxes are based on this Equipment Location. The Equipment shall be located and used by the Lessee at the above designated location and shall not be moved from said location without the prior written consent of the Lessor. The Equipment shall retain personal and moveable property and shall not in any manner be fixed or attached to any real or immovable property without prior written consent of Lessor. Lessee shall be liable for all costs and expenses incurred in the removal of the Equipment and the repair of any damage caused by such removal. Lessee shall not use Equipment to transport hazardous material without obtaining prior written consent from Lessor. Furthermore, the Lessee acknowledges that despite the fact that the Lessor is owner of the Equipment, the Lessee has exclusive custody and control of the Equipment during the Lease and assumes all responsibility, thereby fully exonerating the Lessor.

5. MAINTENANCE, REPAIR, REPLACEMENT AND ALTERATIONS. At its own expense, Lessee will maintain the Equipment in good working order and condition, furnish all parts, accessories, maintenance, repair and other services necessary for such purpose. Without prior consent of Lessor, Lessee agrees not to make any alterations or attachments to the Equipment, but where such consent has been granted and the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment or create a safety or environmental hazard. The Lessee shall, at its own expense, upon notice from the Lessor, remove the alteration or attachment and restore the Equipment to its former condition. Lessee shall pay all costs of losses caused by any such modifications or alterations and the Lessor shall

become the absolute owner of all additions to the Equipment, whether incorporated therein or added or affixed thereto, all without any obligation by the Lessor to pay any amount whatsoever on account of same to the Lessee or to any third party. Lessor shall at all reasonable times have access to the Equipment for the purpose of inspecting it. All replacement Equipment, items, parts and accessories shall immediately upon acquisition by Lessee become the property of the Lessor. Lessor may, at its sole discretion make or pay for all repairs and replacements necessary to maintain the Equipment in good repair, including payment of liens that are placed against the Equipment for repair and or storage of the Equipment. Any costs incurred by the Lessor relating to the Equipment shall be immediately due and payable to the Lessor by the Lessee and shall form part of the outstanding balance of the Lease Agreement. Lessor may, at its sole discretion set out terms for repayment of such amounts, in addition to or as part of the regular Lease Payments.

6. REPRESENTATIONS AND WARRANTIES. Lessee selected the Equipment and the supplier based upon its own judgement and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessor is not the supplier of the Equipment nor the representative or agent of the supplier and had no part in the sale or selection of Equipment nor the opportunity to inspect the Equipment. Lessee acknowledges leasing the Equipment "as is, where is". Lessor has not made or given any representations or warranties concerning the condition, quality, authenticity, durability, market value and fitness for any purpose of the Equipment, and hereby disclaims any such warranties. Lessor hereby assigns to Lessee, for the sole purpose of making and prosecuting a claim, all rights and warranties Lessor may have against the supplier for breach of warranty or other representation, to the extent they are assignable. Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind caused directly or indirectly by the Equipment or any deficiency or defect thereof or the operation, maintenance or repair thereof. Lessee absolutely and unconditionally waives any right it may have, including rights pursuant to the sale of goods legislation of any applicable jurisdiction to assert any claim, proceeding, defense or cross demand against the Lessor on the grounds that the Equipment is defective, unsuitable for any particular purpose or otherwise. Notwithstanding any recourse, right of action or claim that may be asserted against the supplier for any reason whatsoever, Lessee is bound to execute payments to Lessor and therefore unconditionally agrees to make all Lease Payments as set hereinabove. Lessee further represents that it has the required capacity, power and authority to enter into this Lease and has obtained all necessary authorizations in such regard. The execution, delivery and performance by the Lessee of this Lease does not contravene any applicable law or regulation or any order of any governmental authority having jurisdiction over it, nor with any agreement of the Lessee nor with the provisions of its constituting documents, including any shareholders' agreement. Lessee currently operates an enterprise and this Lease is concluded with respect to and for the service and operation of such enterprise. All information supplied to the Lessor regarding the Lessee and the Lease is true and complete in all material respects. The Lessee is in compliance with all applicable environmental laws and regulations. These representations and warranties shall continue to be true and complete for the entire duration of the Lease. None of the Lessee or any of its respective directors, officers, employees or agents is a person listed in any sanctions-related list of designated persons maintained by the Government of Canada, the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state or any person owned or controlled by any such person. The Lessee shall not, directly or indirectly, engage in or conspire to engage in any activity that may or does cause the Lessor to be in breach of or has the purpose of evading or avoiding, or attempts to violate any applicable law relating to financial transactions, anti-money laundering and terrorism, including, but not limited to, Canadian and United States economic sanctions, the USA Patriot Act, the Criminal Code, the Freezing Assets of Corrupt Foreign Officials Act and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.

7. LAWS, TAXES AND FEES. As long as the Lease remains in effect, the Lessee shall comply in all respects and at its sole expense with all laws, ordinances, orders and regulations, present or future, including those related to the protection and the quality of the environment and in any way relating to this Lease and/or the Equipment and shall fully indemnify the Lessor from and against any claim, demand, liability or obligation whatsoever resulting from its default in the performance of such obligations. Lessee shall keep the Equipment free of all hypothecs, liens, pledges, charges, executions and encumbrances and shall pay when due all, rates, duties, assessments, fees, appropriations, toll violations, taxes and any other charges whatsoever which may be levied or assessed at any time or from time to time regarding this Lease or the Equipment as well as any amount that may be or may become due regarding the purchase, ownership, delivery, leasing, possession or working order of the Equipment. Any charges listed above paid by Lessor upon failure of Lessee to make such

payments shall be payable immediately from Lessee to Lessor. Any provision of the Lease which cannot be executed in any given jurisdiction can be considered as without effect in the jurisdiction as long as it is prohibited and non-fulfilled, without invalidating the other provisions of the Lease. Insofar as the law permits it, the Lessee waives the provisions of The Limitation of Civil Rights Act of Saskatchewan, The Distress Act of Manitoba or any similar legislations of another province or territory, and any relevant legislation pertaining to the sale of the Equipment in any jurisdiction, where applicable. If the Lessee is an individual, you acknowledge that the Equipment is not a consumer good within the meaning of the applicable Personal Property Security Act, or similar laws of any other province including the Consumer Protection Act of the Province of Quebec.

8. INDEMNIFICATION AND REIMBURSEMENT OF EXPENSES. Lessee will pay all expenses, professional fees, liabilities, losses, charges, claims, proceedings, damages, penalties, fines and other costs incurred by the Lessor and each member of the Lessor's group and their respective officers, directors, agents and employees in the course of any proceeding, lawsuit or claim of whatever nature regarding this Lease and/or the Equipment and including, specifically, (i) as to the validity, priority or enforceability of the Lease, (ii) the condition, working order, installation, use, market value or other matters related to the Equipment, (iii) the maintenance, repair or overhaul of the Equipment, (iv) the failure of the Lessor to obtain good unencumbered title to any of the Equipment, (v) any infringement or alleged infringement of intellectual property or other rights, and (vi) any negative impact on the environment or violation of any environmental law. Lessee shall further indemnify and save harmless the Lessor's group and their respective officers, directors, agents and employees against all losses, liabilities, claims, demands, expenses, costs or professional fees regarding any claim, proceeding or lawsuit by reason of liability to the Lessee or to a third party caused by the Equipment following any injury, material damage, death or other claim of any kind or nature whatsoever. These indemnification and reimbursement provisions shall survive termination of this Lease.

9. INSURANCE. Upon delivery, Lessee bears total responsibility for the Equipment and accepts the risk of loss or damage to the Equipment. Lessee shall obtain and maintain during the Term, at its own expense, liability insurance and insurance against property damage or loss, in such amounts, in such form, and with insurers, satisfactory to Lessor. Each liability-insurance policy shall name Lessor as an additional insured and each property-damage policy shall name Lessor as sole and exclusive loss payee, and all policies shall (i) contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms or cancellation of the policy, (ii) provide that the Lessor's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents and (iii) provide a waiver by the insurer of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor. A certificate of insurance or any other written proof accepted shall be provided to the Lessor prior to the commencement of the Term. If the Lessee does not provide the said proof of insurance, the Lessor shall have the right (without obligation) to obtain insurance coverage for the Equipment at Lessee's expenses. The Lessee irrevocably authorises the Lessor to give a good discharge to the insurer for any monies paid under any such insurance policy. The Lessee shall assign to the Lessor or to its order the rights, claims and benefits arising under any such policy. The Lessee shall ensure that nothing is done or omitted to be done which is contrary to the terms of any such policy or which might reasonably be expected to entitle the insurer to cancel the policy or reduce or avoid any liability thereunder. The Lessee shall forthwith notify the Lessor in writing of any occurrence which gives rise or might reasonably be expected to give rise to a material claim in respect of the Equipment under a policy. The Lessee shall ensure that any claim in respect of the Equipment under any policy be made promptly and shall not settle any such claim without the prior written consent of the Lessor.

10. LOSS, DAMAGE OR DESTRUCTION. Lessee agrees to give Lessor prompt notice of any loss, damage or destruction of the Equipment or any part thereof. Lessee will at their own expense make proof of loss and take all other steps necessary to recover insurance benefits. Lessee will be responsible to pay any and all shortfalls between the insurance proceeds and the repair or replacement costs. Lessee agrees to continue to pay the Lease Payments for the Term until a complete and full settlement, as determined by Lessor in its sole and absolute discretion is received by Lessor from the insurer or Lessee. Lessee agrees that Lessor shall not be required to provide Lessee with replacement Equipment while the Equipment is being repaired or replaced or if the Equipment is damaged beyond repair. Lessee further agrees that all expenses incurred shall be assumed by Lessee, without affecting or releasing Lessee's obligations of this Lease.

11. ASSIGNMENT, SUB-LETTING OR TRANSFER. Lessee shall not sell, assign, sublease, lien, encumber, transfer or otherwise dispose of, this Lease or the Equipment without the prior written consent of the Lessor and shall take all steps required to ensure that no such action shall occur or arise. If the Lessor agrees, the Lessee shall pay a \$1000.00 fee or Lessor's actual administrative fee. Lessor may at any time without notice to or the consent of Lessee assign all or part of its interest in this Lease or the Equipment. In the event of any such assignment, the assignee ("Assignee") shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Lessor and Lessee hereby accepts all such rights. Lessee shall not assert against any assignee any set-off, defense or counterclaim that Lessee may have against Lessor or any other person. The sale, assignment and transfer of this Agreement includes all lease payments and other monies payable hereunder, including any insurance proceeds.

12. OWNERSHIP OF EQUIPMENT. Lessor will remain at all times the sole and absolute owner of the Equipment. Lessee is liable for and agrees to fully indemnify and save harmless the Lessor against any fees or costs incurred by the Lessor at any time or from time to time in order to enforce its right or ownership in the Equipment and, if the Equipment is seized or claimed by a third party, the Lessee shall immediately notify the Lessor of same by certified mail with acknowledgment of receipt. Lessee is leasing the Equipment under the terms hereof for the period corresponding to the Term of this Lease and/or for the extension period, if any, subject at all times to the Lessor's right to terminate the Lease in accordance with the provisions contained herein. Lessor may require that plates, identifying marks, labels or stickers be affixed or attached to the Equipment thereby designating it as the owner thereof. Lessee acknowledges that Lessor may register a financing statement with respect to the Equipment as evidence of its security interest under the applicable Personal Property Security Act or the Civil Code of Quebec or any other registration on any other public register in another province or territory. Lessee waives its right to receive a copy of any financing statement or financing change statement registered by the Lessor and of any related verification statement. As a result of the right of ownership set forth in this section as well as the territorial limits of use of the Equipment by Lessee described in Section 4, no export of the Equipment leased shall be contemplated by the Lessee unless Lessee has received a prior written authorization from the Lessor. Furthermore, if Lessee contemplates any export of the Equipment, Lessee shall follow all procedures as required by the Export and Import Permits Act (R.S.C. (1985), c. E-19) and as required by any other law and/or regulation related to exportation promulgated and administered by the government of any country having jurisdiction over the parties or the transactions contemplated herein.

13. COLLATERAL SECURITY. Lessee acknowledges and confirms that, except for any lease or other agreement executed in the Province of Quebec, the rights of the Lessor under the Lease constitute a general and continuing collateral security for the payment and performance of all present and future debts, obligations and liabilities of the Lessee to Lessor; Lessee hereby grants to Lessor, a continuing security interest in, and charges and hypothecates all its right, title and interest in and to all Equipment leased hereunder or in any other existing agreement or contract with Lessor and any future equipment and assets with respect to which Lessor has provided or may in future provide, together with all proceeds thereof.

14. DEFAULT. The occurrence of any one of the following events shall constitute an event of default under this Lease by the Lessee: (a) failure by the Lessee to make any Lease payment or other sum payable under this Lease or any other agreement between Lessee and Lessor when due; (b) failure on the part of the Lessee to carry out or comply with any one or more of the provisions of this Lease or any other agreement between Lessee and Lessor; (c) the Equipment being confiscated or seized or in danger of imminent damage, loss or destruction; (d) the Lessee having made false or misleading statements or representations to the Lessor or having provided inaccurate or incomplete documents to the Lessor; (e) the Lessee selling its business or assets in bulk or otherwise disposing of any part of its assets out of the normal course of its business or ceasing all operations; (f) the Lessee using the Equipment in a manner for which it was not designed or intended and/or which may affect or reduce its value; (g) if the Lessee is a corporation, in the event of a transfer of any of the issued and outstanding voting shares of the corporation or of a parent corporation constituting a change of control thereof, whether directly or indirectly, without the Lessor's prior written approval; (h) the Lessee becomes subject to seizure, bankruptcy, reorganization, dissolution, receivership, liquidation or insolvency; (i) the Lessee granting or purporting to grant any lien, encumbrance or hypothec on the Equipment or charging or purporting to charge same; (j) the Lessee is in default pursuant to any agreement, contract or writing binding it to any financial institution or governmental entity or any other creditor; (k) the Equipment covered by the Lease loses all individuality if incorporated

into a building or otherwise; (l) the Lessee moves the Equipment from the location listed on this Lease without the express consent of the Lessor; (m) any material obligation of the Lessee or the Guarantor to the Lessor is not, or cease to be, legal, valid, binding or enforceable; or (n) if the Lease ceases to be registered as required by the Lessor.

15. REMEDIES IN EVENT OF DEFAULT. If Lessee is in default under the Lease, the Lessee must return the Equipment to the Lessor and Lessor shall have the right, in its sole discretion, to exercise any one or more of the following remedies: (a) terminate this Lease and any other agreement between Lessee and Lessor; (b) recover from Lessee, as liquidated damages and not as a penalty, (i) any and all amounts then due and (ii) the aggregate of any and all amounts to become due over the remainder of the Term of the Lease and the Residual Value as stated on the front of this Lease; (c) take possession of any or all items of Equipment, wherever located, without demand, notice, court order or any other process of law; (d) proceed by appropriate court action or other proceeding to enforce performance by Lessee and/or to recover damages for the breach thereof; and (e) proceed to enforce any and all other rights and remedies provided hereby and by applicable law, including, without limitation, (i) the right to appoint a receiver, a receiver/manager and an interim receiver pursuant to the provisions of any Insolvency Laws, over any or all of the property, assets or undertaking of Lessee, and (ii) all Lessee's rights under the applicable Personal Property Security Act or Civil code of Quebec or such similar statute in any other jurisdiction where the Equipment is or may be located. Upon repossession or return of such items of Equipment, Lessor shall sell, lease or otherwise dispose of such items, and apply the net proceeds thereof toward the amount due under the Lease, but only after deducting all expenses incurred by Lessor in the recovery and sale process, including but not limited to legal fees incurred in connection therewith (the "Net Sale Proceeds"). If the Net Sale Proceeds are not sufficient to cover the Lessee's obligations hereunder, Lessee shall promptly pay any deficiency. After deduction, if applicable, of the amount corresponding to the cost of the Lessee's option to purchase the Equipment, as previously determined between the parties, the Lessee shall further pay to the Lessor as liquidated damages and not as a penalty for all additional administrative expenses, legal fees and other costs, and an additional amount equal to twenty percent (20%) of the balance of all the Lease payments due and provided for in this Lease until the expiry of the Term in addition to any and not in substitution for any other amount which the Lessor may be entitled to receive hereunder. No right or remedy of Lessor is exclusive of any other rights or remedies herein or those permitted by law or equity. All such rights and remedies shall be cumulative and not alternative and may be enforced concurrently or individually from time to time. The Lessee irrevocably and by way of security appoints the Lessor as its attorney to sign, execute, deliver and do all deeds, instruments, acts and things as the attorney may think required; the Lessee agrees, promptly on the request of the Lessor, to ratify and confirm all deeds, instruments, acts and things signed, executed, delivered and done under such appointment.

16. PURCHASE OPTION. Provided that the Lessee complies with the terms of this Lease, Lessee shall have the option to purchase all but not less than all of the Equipment on the expiration of this Lease. Lessee shall notify the Lessor of its intention to exercise the purchase option, by way of written notice, at least sixty (60) days prior to the expiration of the original Term of this Lease, and payment of the purchase price shall be due on such expiration. The purchase option price will be the Equipment's Residual Value as set out on the front page of this Lease plus all applicable taxes. If the Lessee exercises the purchase option, the Equipment shall be purchased by the Lessee in its then condition, quantity and location, on an "as is, where is" basis, free and clear of liens, charges or encumbrances created by the Lessor, without further warranties, conditions or representations whatsoever, express or implied, on the part of the Lessor. If the notice and the required payment are not received by the Lessor at the specific due dates, the purchase option and acquiring rights provided will become void.

17. TERMINATION, EXTENSION PERIOD AND DISPOSITION OF EQUIPMENT. Upon the completion of the Term and provided that the Lessee is not in default under the terms of this Lease, the Lessee may: (a) purchase the Equipment in accordance with the terms set out in Section 16 hereof; (b) return the Equipment at the Lessee's risk and expense to the address stated in this Lease, or to such other address as the Lessor may specify; in proper working condition and free of repairs or (c) where the Lessee does not exercise the option to Purchase, and does not return the Equipment, this Lease shall be automatically extended at the expiry of the Term, from month to month commencing at such expiry date, on the same terms and conditions and Lease Payments, all as provided for in this Lease, until the Lessee notifies the Lessor in writing of its intention to terminate the Lease at least thirty (30) days prior to the expiry date of the Term or until Lessor ends such month-to-month extension

with a 30-day notice. If the Lessee returns the Equipment to the Lessor, the Lessor will use reasonable efforts to sell the Equipment, within a reasonable time after the date of such return unless otherwise mutually agreed. Such Equipment shall be sold for cash payable, in full upon delivery. Without limiting the foregoing, the Lessor shall have the right to sell such Equipment to any dealer or broker or at any wholesale equipment auction, including to companies affiliated with the Lessor. All Equipment surrendered for sale pursuant to this Lease shall continue to be subject to the terms and conditions of this Lease until completion of this sale. The costs and expenses of such sale of Equipment shall be deducted from the proceeds realized from such sale, and the balance remaining shall be the actual fair market value of such Equipment (the "Actual FMV").

18. ADMINISTRATIVE EXPENSES AND INTEREST. Lessee shall pay interest to Lessor at the rate of two percent (2%) per month compounded monthly (26.82% per annum) on any amount in default hereunder until such amount has been paid in full to Lessor. In addition, Lessee shall pay to Lessor an administrative fee plus all applicable taxes: (a) of thirty dollars (\$30) for each month or part of a month during which a Lease payment or other amount is outstanding; (b) of seventy-five dollars (\$75) for all cheques returned for any reason whatsoever and for any debit notice under the terms of the pre-authorized payment plan; (c) for all registration fees, including write-off or discharge fees; (d) of twenty-five dollars (\$25) for the delivery of an additional copy of this Lease or any other document.

19. TERMINAL ADJUSTMENT CLAUSE. Lessor and Lessee agree that the fair market value of each piece of the Equipment upon expiration of the original Term for such Equipment shall be the Residual Value Lessor and Lessee further agree that, if Lessee chooses to return the Equipment at the end of the Term, each piece of Equipment will be sold at the Actual FMV. In the event that the Residual Value exceeds the Actual FMV the amount of such excess shall promptly upon demand be paid by the Lessee to the Lessor. In the event that the Actual FMV exceeds the Residual Value the amount of such excess shall promptly upon demand be paid by the Lessor to the Lessee.

20. EARLY PURCHASE OPTION. Provided that the Lessee is not then in default hereunder, at any time following twelve (12) months after the beginning of the Term of this Lease, Lessee is entitled to purchase all but not less than all, the Equipment for a purchase price equal to the sum of all the future Lease payments discounted at the rate of 2.5% per annum and the Residual Value, plus any applicable taxes.

21. ADDITIONAL OBLIGATIONS OF THE LESSEE. Lessee shall deliver to Lessor all documents that the Lessor may require in order to better carry out and implement the intent and purpose of this Lease and each and every provision thereof. The name of the Lessee is accurate and the Lessee will promptly advise Lessor of any change in its name. At the request of Lessor, Lessee shall, from time to time, provide satisfactory evidence that payments were duly made.

22. NON-CANCELABLE AGREEMENT. This Lease cannot be cancelled or terminated for any reason except as expressly provided for herein and shall remain in full force and effect for the entire Term specified herein, including any extension period, and shall constitute the entire agreement between the parties hereto, and shall supersede and replace any previous agreements, covenants and commitments, whether written or oral between the parties regarding the subject matter hereof. No part of this Lease may be amended or purport to be amended unless a written amendment is signed by both parties hereto. Lessee acknowledges that neither the supplier of the Equipment nor its agents or representatives is authorized to amend the terms and conditions in any way of this Lease nor to waive or add any provisions thereto whatsoever.

23. PROVINCE OF QUEBEC. If the Lease is concluded or executed in the Province of Quebec it shall be considered a leasing as this expression is defined by article 1842 of the Civil Code of Quebec and interpreted in accordance with the provisions of articles 1842 to 1850 of the Civil Code of Quebec and any provision of the Lease that are contrary to those articles shall be considered as without effect.

24. CREDIT CHECK AND FINANCIAL INFORMATION. Lessee hereby authorizes Lessor to collect, use and disclose information about Lessee and guarantors, if any, and their creditworthiness from and with third parties such as references, personal information and credit reporting agents and bureaus, and others with which Lessee has or may have financial dealings at any time while an obligation is outstanding in respect of this Lease, including but not limited to the enforcement of any obligations hereunder. Lessee also agrees to provide such information to Lessor when requested during the Term of this Lease and

while any obligations hereunder are outstanding. Furthermore, if the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Lease or any change in the status of the Lessee obliges the Lessor to comply with new or different know your customer obligations, the Lessee shall promptly provide to the Lessor any information it may require.

25. BUSINESS PRE-AUTHORIZED DEBIT AGREEMENT (PAD). Lessee authorizes their financial institution to debit all amounts owed to Lessor pursuant to the Lease and waives Payments Canada's requirement of pre-notification with regards to a change in amount to a PAD. Lessee acknowledges that the present authorization will be submitted to their financial institution. Lessee must advise Lessor in writing of any change to its bank account. Lessee has provided a void cheque or provided their banking information. Should Lessee refuse to enroll in PAD payments, an amount of twenty-five dollars (\$25) before taxes will be added to each Lease Payment. The Lessee may cancel the PAD Agreement by giving Lessor 30 days' prior written notice. Lessee may obtain a sample cancellation form or further information on their right to cancel a PAD Agreement at their financial institution or by visiting www.cdnpay.ca. Lessee has certain recourse rights if any PAD does not comply with this PAD Agreement. For example, Lessee has the right to receive reimbursement for any PAD that is not authorized or is not compatible with the Lease. To obtain more information on Lessee's recourse rights in case of non-compliant PAD, it is possible to communicate with their financial institution or visit www.cdnpay.ca. This PAD agreement only applies to payment method between the Parties and neither the PAD Agreement, nor its cancellation affects Lessee's obligations pursuant to the Lease.

26. COPIES. Lessee and guarantors hereby acknowledge receipt of a copy of this Lease. A facsimile copy, scanned copy or email copy of this Lease will be treated as an original and will be admissible as evidence of this Lease.

27. ELECTRONIC COMMUNICATION. Lessee agrees and acknowledges to exchange information or communicate with Lessor using email or other electronic communication and that there are risks that information may be inadvertently disclosed to or accessed by third parties. Lessee will hold harmless the Lessor in that event.

28. MISCELLANEOUS. All notices or requests required to be given or directed to the parties according to the Lease shall be sent in writing to the appointed address as set forth in the Lease or to such other address as each party may notify the other in writing. Time is of the essence of this Lease. No waiver by the Lessor of any default shall be construed as a waiver of any other or subsequent default of the Lessee nor a waiver of any of the Lessor's rights except to the extent of the specific waiver. The failure by the Lessor to exercise any of its rights hereunder, whether resulting from the Lessor's negligence, delay or otherwise shall not be construed as a waiver of such Lessor's rights. This Lease shall be binding on the parties hereto and their respective heirs, executors, administrators, successors and assignors and shall be fulfilled to their benefit (including any entity with which the Lessor may merge or amalgamate or by which it may be absorbed or to which it may transfer all or any of its undertakings or assets; any change in the Lessor's constitution or any such merger, amalgamation, absorption or transfer shall not prejudice or affect its rights under this Lease). If there is more than one Lessee, each one shall be jointly and severally (solidarily) liable for the performance of all obligations under this Lease, including without limitation, payment of the Lease Payments, and any other payments owing under the Lease from time to time, and for the observance and performance of the terms, covenants and conditions of this Lease. The Lease shall not become binding on Lessor until accepted in writing by the dated signature of a duly authorized representative of Lessor. The section headings in this Lease are for reference purposes only and shall not affect its interpretation. It is agreed between the parties that as far as the context of the Lease requires it, the singular includes the plural and any reference to gender includes all genders. If the Lease is concluded or executed in the Province of Quebec, the laws of Quebec shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Quebec for the district of Trois-Rivières, Province of Quebec, as the exclusive forum for all legal proceedings. If the Lease is concluded or executed in another Canadian province then the laws of Ontario shall govern this Lease and the parties hereto specifically agree to the jurisdiction of the Courts of the Province of Ontario situated in the City of Toronto as the exclusive forum for all legal proceedings. The parties agree that this document be written in English. Les parties conviennent que ce document soit rédigé en Anglais.



CLE Capital Inc.
3390, South Service Road, Suite 301
Burlington (Ontario) L7N 3J5
Phone: 1-866-241-9021 Fax: 1-866-241-9022

ACCEPTANCE AND AUTHORIZATION OF DISBURSEMENT CERTIFICATE

Complete in block letters

3 5 9 7 1 7

Contract number:

Date: JUNE 21, 2019

Orbit Express Inc. (hereinafter called "Debtor") certifies to CLE Capital Inc. (hereinafter called "CLE") that he accepts the following equipment (hereinafter called "the Equipment"), supplied by Kenworth Toronto Ltd. (hereinafter called "Supplier") even if he has not taken possession or received the said equipment to date:

New 2020 kenworth T680 Vin # 1XKYDP9X0LJ960955

This executed Acceptance and Authorization of Disbursement Certificate constitutes an instruction to CLE to pay 100 % of the invoice(s) for the Equipment and to commence the Contract and to make all automatic withdrawals provided for in the Contract.

The Debtor acknowledges that the amounts will be payable whether or not the Equipment is delivered and is received to the satisfaction of the Debtor or not, CLE being released from any and all liability for the delivery and proper operation of the equipment. The debtor undertakes to take possession of the Equipment within a reasonable period of time, being a maximum of 30 days from the date hereof.

Orbit Express Inc.

"Debtor"


Signature

Signature

Signature

Date