

This is Exhibit "G" 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.
 1100 Burloak Drive Suite 401
 Burlington (ON) L7L 6B2
 P > 1 855 840-1298
 www.mhccna.com

1379

CONTRACT NUMBER 61076

EQUIPMENT LEASE AGREEMENT

Legal Name of Lessee	8615314 Canada Inc.		
Address	11 Flatlands Way 15 Flatlands Way	Contact person	Yadwinder Singh
City/Prov	Brampton, ON	Tel.	519-965-2810
Postal Code	L6R 2B5	Cell.	519-965-2810
Location of Equipment (if different than Lessee's address): 11 Flatlands Way Brampton, ON, CAN			

Equipment Description (Quantity, Make, Model, Year, Condition, Serial Number) • 1 Truck, KENWORTH, T680, 2024, VIN:1XKYD49X2RJ978302 With all components and accessories	Term	Payment frequency	No. of Lease Payments	Amount of Lease Payments before taxes
	61	Monthly	1	\$ 25,577.00
	TERMS OF PAYMENT: LEASE PAYMENTS ARE PAYABLE IN ADVANCE AND AMOUNTS ARE SUBJECT TO ANY CHANGES IN APPLICABLE TAXES.		60	\$ 4,851.32
	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 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).

8615314 Canada Inc.

Legal Name of Lessee (block letters)

 Signature

 Signature

 Signature

Yadwinder 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, or 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

 Yadwinder Singh

 Guarantor name (block letters)

 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: <u>Stephanie Burke</u>	2023-04-12

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 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

TERMS AND CONDITIONS OF THE LEASE	PAGE 3 OF 5	Initials : X 
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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



Mitsubishi HC Capital Canada Leasing, Inc.
1100 Burloak Drive Suite 401
Burlington (ON) L7L 6B2
P > 1 855 840-1298
www.mhccna.com

CONTRACT NUMBER
61076

ACCEPTANCE AND AUTHORIZATION OF DISBURSEMENT CERTIFICATE

Complete in block letters

Date: April 5, 2023

8615314 Canada 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 Truck, KENWORTH, T680, 2024, VIN:1XKYD49X2RJ978302

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.

8615314 Canada Inc.

"Debtor"

x
Signature

Signature

Signature

Date

04/05/23



SONOMA CAPITAL

Supporting Your Growth

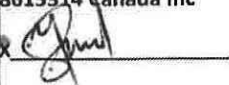
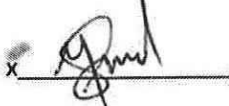

Lease No. **206936**

Lessee Details	Lessee(s)	8615314 Canada Inc and Yadwinder Singh
	Address	15 Flatlands Way, Brampton, Ontario, L6R2B5
	Contact	P: 519-965-2810 Email: yours.randhawa@gmail.com

Equipment Details	Equipment	2024 International LT625 Truck with related components 3HSDZAPRORN062902		
	Location	15 Flatlands Way, Brampton, Ontario, L6R2B5		

Payments	Start Date	June 01, 2023	Term	61	Frequency	Monthly	✓
	Adv Payment						
	Payments	1 payments of \$25,576.00 (plus applicable taxes) beginning June 01, 2023 60 payments of \$5,037.07 (plus applicable taxes) beginning July 01, 2023					

Options	Purchase Option	\$100.00 (plus applicable taxes) at the end of the term.	✓

Execution	The undersigned acknowledges having read the entire lease agreement and accepts the terms and conditions including those on page 2, 3, 4, and 5 hereof. Each of the undersigned affirms that they are duly authorized to execute this Lease on behalf of the Lessee.		
	Date: <u>May 31, 2023</u>		
	8615314 Canada Inc		
	 Name: Yadwinder Singh Title: President		 Name: Yadwinder Singh Title:
	This lease shall not become binding upon Lessor until accepted as follows:		
X  Lessor: Sonoma Capital Corp. Date: <u>02-June-2023</u>			




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Pre-Authorized Payment Plan

1. You, the Lessee, hereby authorize Sonoma Capital Corp to draw payments from the bank account identified periodically under the Pre-Authorized Payment Plan in payment of the lease payments and any other amounts due under this Lease Agreement 206936. This authorization will remain in effect until the Lessee provides written notice to Lessor of its change or termination.
2. This authorization will remain in effect until the Lessee provides written notice to Lessor of its change or termination. You may revoke your authorization at any time, subject to providing notice of 30 days. To obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I may contact my financial institution or visit www.cdnpay.ca.
3. This Lease/Pre-Authorized Payment Plan is for Business use.
4. I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca.
5. You must provide a void cheque or an account information form from your financial Institution.

Date: 31 May, 2023
8615314 Canada Inc

x 

Name: Yadwinder Singh
Title: President

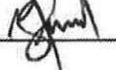
x 

Name: Yadwinder Singh
Title:

Acceptance & Authorization Certificate

1. The equipment described in this Lease Agreement 206936 between Sonoma Capital Corp (Lessor) and the undersigned (Lessee) has been unconditionally accepted by Lessee in its present condition and location.
2. Lessee certifies that it has made or caused to be made any tests and inspections of the Equipment as lessee deemed necessary to become satisfied with the Equipment condition.
3. Lessee further acknowledges that the supplier, manufacturer, and the Equipment were selected by the Lessee and is satisfied with the specifications, operating performance, and suitability of the Equipment for the purpose of which the Lessee intends to use it.
4. Lessee irrevocably authorizes the Lessor to pay for such Equipment and to commence the Lease on the date of the Certificate, June 01, 2023 (the Lease Commencement Date).

Date: 31 May, 2023
8615314 Canada Inc

x 

Name: Yadwinder Singh
Title: President

x 

Name: Yadwinder Singh
Title:

1. **Lease:** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment described in the Lease Details, together with any parts, accessories, replacements, additions and accessions, tangible or intangible, now and hereafter relating thereto or affixed thereon (collectively the "Equipment") THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY LESSEE.
2. **Term:** This Lease is for an original term (the "Term") commencing on the Lease Commencement Date set out in the Acceptance and Authorization Certificate ending at the expiry of the number of complete calendar months indicated under the heading "Term" in the Lease Details.
3. **Rentals:** Lessee shall, without notice from or request by Lessor, pay to Lessor during the Term of this Lease the total number of rental payments set forth in the Lease Details. Such rental payment shall be payable in advance to Lessor at the address indicated above (or other address notified by Lessor to Lessee) as follows: Initial rental payment upon Lessee's execution hereof and, commencing after the calendar period covered by such Initial rental payment subsequent rental payments throughout the Term on the first day of each rental period as indicated in the Lease Details. RENTAL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE ARE PAYABLE WITHOUT SET-OFF, COMPENSATION OR ABATEMENT AND IN NO EVENT SHALL THE FIRST RENTAL PAYMENT BE REFUNDED TO LESSEE.
4. **Interest on Overdue Payments:** Lessee shall without notice pay interest of 2% per month (24% per annum) calculated and compounded monthly and not in advance, on: (A) any past due rental payments (B) any amounts which bear interest according to this Lease and (C) any other amounts due to Lessor hereunder which are not paid on their due dates; in each case from the date any such amount becomes due or interest bearing, before and after maturity, default and judgment, until such arrears or other amounts are paid in full.
5. **Installation, Maintenance and Repair:** Lessee shall, at its expense, be responsible for: (A) the delivery, installation, de-installation and redelivery of the Equipment and (B) the maintenance, upkeep, care, servicing and repair (including necessary replacements of parts) ("Maintenance") of the Equipment; in both cases by a party acceptable to Lessor. Lessee shall at its expense keep the Equipment



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in good repair, condition and working order. Lessee shall not without the prior written consent of Lessor make any alterations, additions or improvements to the equipment. All such alterations, additions or improvements shall be at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made.

6. Use: Lessee shall use the Equipment in a careful and prudent manner and not for any unlawful purpose and shall at Lessee's expense comply with and conform to the manufacturer's specifications and all applicable laws, ordinances and regulations (including laws, ordinances and regulations concerning environmental matters) relating to the possession, use or Maintenance of the Equipment. Lessee shall only use the equipment in connection with its business or in the carrying on of an enterprise and only for commercial, industrial, professional or handicraft purposes and shall not use the Equipment for any personal, family, or household purposes. The Lessee shall ensure that the Equipment is operated in a careful and proper manner by competent operators only.

7. Title and Identification: The Equipment is and shall at all times be and remain the sole personal and moveable property of Lessor, shall not be affixed or attached to or otherwise become a fixture or accession to any lands, buildings or chattels and Lessee shall have no right, title or interest in or to the Equipment except as expressly set forth herein. Lessee shall not allow the equipment to become subject to any claim, privilege, lien, charge, encumbrance, levy, security interest, mortgage, pledge, hypothecation, seizure, trust, attachment, judicial process, ownership interest, license, sublease or other right in favour of any person (in any such case an "Encumbrance") unless such Encumbrance is caused by Lessor. At Lessor's request, Lessee shall at Lessee's expense affix and maintain on the Equipment, in a manner and in places satisfactory to Lessor, labels, plates, GPS tracking units, or other marks supplied by Lessor to identify the equipment as the property of Lessor.

8. Location and Inspection: Lessee shall maintain the Equipment at the Equipment Location specified in the Lease Details and shall not move the Equipment from such location. Lessor shall have the right to inspect the Equipment and Lessee's Maintenance, insurance and tax records at any time.

9. Insurance: Lessee shall, until this Lease is terminated and Lessee's obligations hereunder are discharged in full (including the return of the Equipment), bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the Equipment or any part thereof (any such case being a "Loss"), regardless of whether it is caused by any default or neglect of Lessee. No Loss shall relieve Lessee of its obligations hereunder. Lessee shall forthwith notify the Lessor of any loss or damage to the Equipment.

Lessee shall, at its own expense, place and maintain with insurers acceptable to Lessor: (a) Comprehensive all risks insurance on the Equipment in an amount at least equal to its full replacement value, such insurance to include: (i) Lessor as additional insured, (ii) a loss payable clause in favour of Lessor as first payee, and (iii) a waiver of subrogation in favour of Lessor; and (b) General public liability and property damage insurance with limits of liability acceptable to us, and such insurance shall: (i) extend to all liabilities of Lessee arising out of its use or possession of Equipment, (ii) include Lessor as additional insured, and (iii) include a cross-liability provision which insures each person insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each. All insurance policies shall contain endorsements providing that: (A) thirty days written notice shall be given to Lessor before a policy lapses or is materially altered or cancelled; (B) coverage shall be primary and not contributory; (C) Lessor's interest as additional insured shall not be invalidated or otherwise affected by any act or omission, deliberate, negligent or otherwise, of Lessee or its agents, servants or employees (such as a "standard mortgagee clause"); (D) Lessor shall not be responsible for payment of any premium; and (E) Lessor may elect to have all proceeds of loss payable only to itself. Lessee shall, on request, supply Lessor with certified copies of all insurance policies or other evidence satisfactory to Lessor of satisfaction of these insurance covenants and evidence of renewal of the expiring policy must be delivered to the Lessor at least thirty (30) days prior to the expiration date. In the event of damage amounting to actual or constructive total loss of the Equipment, Lessor shall be entitled to retain from all insurance proceeds an amount equal to the total amount payable to Lessor by Lessee hereunder as Liquidated Damages

10. Failure to Insure: If Lessee fails to provide satisfactory evidence of insurance, then, without prejudice to Lessor's other rights and remedies, Lessor shall have the right, but not the obligation, to procure insurance covering Lessor's interest (but not Lessee's interest) in the Equipment, in such form and amount and with such insurers (including an insurer affiliated with Lessor) as Lessor shall determine from time to time, all at Lessee's expense. Such expense (the "Insurance Expense") shall include the full cost of acquiring such insurance (not reduced by any credit or refund or any other amount due or paid to Lessor with respect to Lessor's insurance) and any charges or fees for services associated with the placement, maintenance or service of such insurance, plus interest accruing on such expense at the interest rate provided herein for overdue amounts until such expense is reimbursed by Lessee to Lessor. Lessee shall pay the Insurance Expense to Lessor in equal instalments at the same time and in the same manner as the remaining rental payments. Lessee shall cooperate with Lessor's insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing herein shall be deemed to obligate or entitle Lessor to act as an insurer hereunder or to arrange any insurance for the benefit of Lessee. Nothing herein shall require Lessor to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. Lessor reserves the right to terminate any insurance coverage which Lessor may arrange, or allow same to lapse, without incurring any liability to Lessee.

11. Taxes: Lessee shall pay all Taxes and file all returns in respect of Taxes immediately upon such Taxes or returns becoming due. "Taxes" includes all taxes, imposts, levies, fees, duties and charges now or hereafter imposed by any federal, provincial, municipal or other taxation authority on Lessee, the Equipment or the purchase, sale, ownership, delivery, possession, use, Maintenance, operation or lease of the Equipment or on Lessor in respect of any of the foregoing (including sales excise, use, property, business, transfer, goods and services and value added taxes and including penalties or interest based on late payment of taxes), but excluding taxes on or measured by Lessor's overall net income. Lessor shall be entitled to claim any applicable capital cost allowance, investment tax credit or similar benefit under applicable tax legislation from time to time pertaining to the Equipment and/or the Lease and Lessee shall not make any such claim in respect thereof.

12. Surrender: At the end of the Term or any renewal thereof, if Lessee has not purchased the Equipment pursuant to a Section 19 Purchase Option, Lessee, at Lessee's expense and risk, shall surrender control of the Equipment to Lessor and shall: (A) after giving Lessor thirty days prior written notice, return the Equipment to Lessor at Lessor's nearest office or other place specified by Lessor or (B) if requested by Lessor, dispose of the Equipment as Lessor reasonably directs, including disposition in a manner which will avoid any dangerous use thereof or damage or injury to any person or property therefrom.

13. Renewal: If Lessee fails to surrender the Equipment at the end of the Term or any renewal thereof, or to purchase the same pursuant to a Section 19 Purchase Option, Lessee shall be deemed to have requested a renewal of this Lease for a period of three (3) calendar months and Lessor may, in its sole discretion: (A) demand the surrender of the Equipment in compliance with Section 12 and exercise its rights and remedies for such non-compliance or (B) accept Lessee's request to renew this Lease for a three (3) month period commencing on the end of the Term or the last renewal thereof. Such acceptance may be evidenced in writing signed by Lessor or by Lessor continuing to invoice Lessee, withdrawing rental payments pursuant to a pre-authorized payment plan or otherwise accepting rental payments in respect of such renewal period. Lessee shall continue to have all of its obligations under this Lease during any such renewal period, including the obligation to pay Lessor rental payments, as it had during the Term and all provisions of this Lease shall apply to any such renewal term.

14. Entry: If Lessee fails to surrender the Equipment to Lessor as required under this Lease, Lessor may, without notice to Lessee or resort to legal process, but subject to any applicable law, enter any premises where the Equipment is located and take possession of and remove or disable such Equipment.

15. Defaults: Each of the following is a default by Lessee (a "Default") (a) Lessee fails to make any rental payment or pay any other amounts due under this Lease within 3 days after the same is due and payable; or (b) Lessee fails to perform, observe or comply with any other obligation, term or condition on its part to be performed, observed or complied with hereunder; or (c) Any event of default occurs under any other lease or contract between Lessor and Lessee or under any material agreement between Lessee and any other person; or (d) Any representation or warranty made by Lessee to Lessor in or in connection with this Lease is incorrect; or (e) The Equipment or any part thereof is subjected to an Encumbrance not caused by Lessor, Lessee sells or attempts to sell or grant an Encumbrance on any part of the Equipment or the value of Lessor's interest in the Equipment is materially impaired due to Loss; or (f) Lessee makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or composition with its creditors; or (g) Any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; or (h) Lessor in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by Lessee under this Lease is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or (i) Any guarantor of Lessee's obligations hereunder disputes its obligation under its guarantee or seeks to determine its obligations thereunder or to terminate its guarantee of Lessee's future obligations or becomes subject to any of the events in clauses (b), (c), (d), (f) or (g) of this Section.

16. Effect of Default; Damages: A loss to Lessor upon a Default is dependent in part upon the cost of the Equipment to Lessor, the Term and the minimum return expected by Lessor from the sale or re-lease of the Equipment at the end of the Term. Upon any Default and in addition to Lessor's other rights and remedies under this Lease and otherwise available at law or in equity:

(a) Lessee shall pay forthwith (without notice) to Lessor as a genuine pre-estimate of liquidated damages, and not as a penalty (and in addition to all other amounts owing under this Lease), an amount (the "Liquidated Damages") equal to the aggregate of: (i) Unpaid rental payments and other amounts payable hereunder unpaid as of the date of the Default, and (ii) the remaining rental payments payable from the date of Default to the end of the Term or, if applicable, any renewal thereof, and (iii) amounts otherwise payable under the Lease to the end of the Term, or, if applicable, any renewal thereof, and (iv) the purchase price for the Equipment pursuant to any end of Term fair market value or fixed price purchase option, and (v) any Enforcement Costs incurred by Lessor, and (vi) interest thereon from the date of Default until payment in full; to the extent that the Liquidated Damages are deemed to include any Taxes which Lessor is required to remit to any taxation authority the Liquidated Damages shall be increased by the amount necessary to ensure that the net amount of the Liquidated Damages retained by Lessor after remitting all applicable Taxes will be equal to the amount calculated above; (b) upon Lessor's demand, Lessee at Lessee's expense shall forthwith surrender control of the Equipment to Lessor pursuant to Section 12 as though the Term had expired; (c) Lessor may, immediately and without notice to Lessee or resort to legal process take possession of and remove or disable the Equipment pursuant to Section 14 as though Lessee had failed to surrender such Equipment when required to do so; (d) The rights of Lessee hereunder in respect of the Equipment, including the right to use and possess the Equipment, shall cease and terminate absolutely without limiting Lessee's liability or obligations hereunder; and (e) Lessor may by notice in writing terminate this Lease or any other agreement Lessor may have with Lessee. All rights and remedies of Lessor, either under this Lease or at law or in equity or otherwise afforded to Lessor, are cumulative and not alternative. Lessor's costs and expenses incurred as a result of a Default



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("Enforcement Costs") (including all costs and expenses in respect of collection, legal fees, repossession, repair of Equipment, enforcement of Lessor's rights or remedies, sale or re-lease costs or other realization costs) shall be paid by Lessee to Lessor forthwith upon demand.

17. Sale on Default: Lessor may after a Default sell, re-lease or otherwise dispose of Equipment at public or private sale with or without notice to Lessee and upon such terms and in such manner as Lessor may determine. Lessee shall thereafter continue to be liable to Lessor for the amount of any deficiency between the proceeds to Lessor from such disposition and the Liquidated Damages. If at any time after a Default and prior to Lessor obtaining possession of the Equipment, Lessee pays to Lessor the Liquidated Damages and all applicable Taxes, title to the Equipment shall vest in Lessee on an "as is, where is" basis without any condition, representation or warranty of Lessor whatsoever.

18. Effect of Waiver: No delay in exercising, or failure to exercise, any right or remedy accruing to Lessor under this Lease will impair or waive such right or remedy, nor will a waiver of any single Default be deemed a waiver of any other prior, subsequent or concurrent Default. Any waiver, permit, consent or approval on the part of Lessor in respect of this Lease must be in writing and shall have effect only to the extent specifically set forth in such writing.

19. Purchase Option: In this Section "Fair Market Value" means the delivered and installed, all-inclusive, purchase price for equipment in good repair in a sale between an arms length purchaser buying for its own use and a seller dealing in such equipment in the ordinary course of its business, as such purchase price is determined by the Lessor acting reasonably. Provided no Default exists, any Purchase Option set forth in the Lease Details may be exercised by the Lessee; (i) giving Lessor written notice sixty (60) days prior to the Option Date of its election to exercise such option; and (ii) paying Lessor the Option Price, plus Taxes, at least ten (10) days before the Option Date. After the giving of such notice and the making of such payment, provided no Default exists on the Option Date, Lessee shall acquire Lessor's interest in the Equipment on the Option Date on an "as is, where is" basis without any condition, representation or warranty by Lessor of any kind whatsoever except that the Lessee acquires such interest from Lessor free of Encumbrances caused by Lessor.

20. Fees: Lessor shall be entitled to charge Lessee such fees and other charges as it may establish from time to time for the administration of and ancillary matters to this Lease.

21. Net Lease: ALL COSTS AND EXPENSES RELATING TO THE EQUIPMENT OR ITS USE, MAINTENANCE OR POSSESSION SHALL BE BORNE BY LESSEE, INCLUDING ALL TAXES AND ALL FEES, CHARGES, CLAIMS AND FINES INCURRED OR ARISING IN CONNECTION WITH THE REGISTRATION, LICENSING OR OPERATION OF THE EQUIPMENT. The rental payments and other amounts payable hereunder shall be absolutely net to Lessor, free of all expenses or outgoings of any kind or nature. If Lessee fails to perform any of its obligations hereunder, Lessor may do so on Lessee's behalf and shall be entitled to immediate reimbursement from Lessee; without prejudice to any other Lessor's rights or remedies, and Lessee appoints Lessor its lawful attorney for such purposes. No event of force majeure, whatever that may be, relieves the Lessee from its obligations pursuant to this Lease.

22. Subleasing Etc.: Lessee shall not sublet or part with possession or control of the Equipment or permit its use by any person other than Lessee or employees of Lessee who are qualified and competent to operate same. Neither this Lease nor Lessee's rights hereunder shall be assigned by Lessee except with Lessor's prior written consent and no assignment shall release Lessee from its obligations hereunder.

23. Representations: Lessee represents, warrants and covenants throughout the Term that; (A) if Lessee is a body corporate, it is and will continue to be validly incorporated (or otherwise established), organized and existing and in good standing; (B) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Lessee, (ii) not being in conflict with any applicable law, the constituting documents, resolutions or by-laws of Lessee or any indenture, instrument, agreement or undertaking to which it is a party or by which it or any of its assets are or may become bound, and (iii) not resulting in the creation of any Encumbrance on the Equipment; (C) this Lease is and will continue to be the legal, valid and binding obligation of Lessee enforceable against it and effective against its creditors in accordance with its terms; (D) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal that could have a material adverse effect on Lessee; (E) financial statements and other related information furnished by Lessee to Lessor are prepared in accordance with generally accepted accounting principles and fairly present Lessee's financial position on their respective dates; and (F) to evidence the foregoing Lessee shall provide legal opinions, resolutions and such other documents as Lessor may reasonably request.

24. Indemnity: Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, liabilities, claims, legal proceedings and expenses (including legal fees on a solicitor and his own client basis and costs) whatsoever arising in connection with this Lease, any purchase documents, any license, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, Loss or return of the equipment, Taxes, the recovery of claims under any insurance policy relating to the Equipment, any use or operation of Equipment which infringes any patent or other industrial or intellectual property right of any person, any Default by Lessee, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabling of Equipment pursuant to Section 14.

25. Lessee's Waiver: TO THE EXTENT NOT PROHIBITED BY LAW OR STATUTE, LESSEE HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ALL APPLICABLE CONDITIONAL SALES, REGULATORY, CREDIT AND OTHER STATUTES AND ALL REGULATIONS MADE THEREUNDER IN ANY APPLICABLE JURISDICTION WHICH WOULD IN ANY MANNER AFFECT, RESTRICT OR LIMIT THE RIGHTS AND REMEDIES OF LESSOR HEREUNDER, including, without limiting the generality of the foregoing, all of Lessee's rights, benefits and protections given or afforded by the provisions of Law of Property Act (Alberta), The Sale of Goods Act (British Columbia), The Sale of Goods Act (Ontario), The Limitation of Civil Rights Act of Saskatchewan and The Saskatchewan Farm Security Act, as amended. Lessee also waives and assigns to Lessor the right of any statutory exemption from execution or otherwise and further waives any right to demand security for cost in the event of litigation.

26. Credit Investigation: Subject to applicable legislation, Lessee hereby consents to Lessor conducting a credit investigation of Lessee and to Lessor making inquiries with financial institutions or other persons in a business relationship with Lessee in connection therewith; Lessee hereby authorizes and directs such persons to answer Lessor's inquiries. Lessee agrees to furnish to Lessor: (A) a copy of its interim financial statements and other related information, as Lessor may request from time to time; and (B) its annual financial statements, audited if applicable, within ninety days of the end of each financial year.

27. Lessor Warranties: Lessor warrants that on the date this Lease commences it is the owner of the Equipment, free and clear of any Encumbrance caused by Lessor, save for Lessee's rights hereunder. Except as otherwise explicitly set forth herein, but without affecting Lessor's warranties set forth in any other agreement (all of which Lessee acknowledges do not affect or form part of this Lease), Lessor makes no warranty or representation whatsoever as to the durability, quality or condition of the Equipment or its suitability for Lessee's purposes or as to any other matter whatsoever (including status of this Lease for tax or accounting classification purposes). No representation to Lessee as to the Equipment or any other matter by the Vendor or any supplier or manufacturer of the Equipment shall in any way affect Lessee's obligations under this Lease. At the request and expense of Lessee and while there is no Default, Lessor will (A) assign to Lessee for the Term any and all warranties, guarantees, service contracts, Licenses and representations given to Lessor by the Vendor or a manufacturer or supplier of the Equipment with respect to the Equipment ("Equipment Rights") which are assignable at law; and (B) assist Lessee in receiving the benefit of such Equipment Rights. If Lessor obtains possession or control of the Equipment or if there is a Default, Lessee shall be deemed to have immediately reassigned such Equipment Rights to Lessor without any further action. If Equipment is located in the Province of Quebec, Lessor hereby conveys to Lessee any warranty which the Vendor or a manufacturer or supplier of such Equipment gave to Lessor. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, CAUSED BY THE EQUIPMENT OR THE USE, MAINTENANCE OR POSSESSION THEREOF, BY THE INADEQUACY OF THE EQUIPMENT RIGHTS OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED.

28. Name Change, etc.: Lessee shall promptly notify Lessor in writing of: (A) any change in Lessee's name; (B) any transfer, authorized or unauthorized, by Lessee of any interest in or benefit from the Equipment; (C) any change, authorized or unauthorized, by Lessee in the location of any Equipment; and (D) any change in the location of Lessee's chief executive office specified above, or the jurisdiction in which Lessee is incorporated or amalgamated.

29. Assignment: This Lease and all rights, remedies and benefits of Lessor hereunder may be assigned by Lessor without notice to or the consent of Lessee and Lessee hereby accepts such assignments and waives signification of the act of assignment and the delivery of a copy of any assignment document. Upon such assignment: (A) the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits which would otherwise accrue to the original Lessor under this Lease; (B) the Assignee shall be deemed to be Lessor for the purpose of all such rights, remedies and benefits; (C) the Assignee shall have no obligation to Lessee to perform any of the obligations of the original Lessor hereunder or otherwise in respect of the Equipment, all of which are retained by the original Lessor; and (D) Lessee's rights hereunder as against the original Lessor shall be unaffected except as herein specifically provided. Lessee agrees not to assert against the Assignee any claim by way of abatement, defense, set-off, compensation, counterclaim or the like which Lessee may have against the original Lessor. The Lessee shall co-operate with the Lessor and any Assignee to facilitate any assignment. Upon notice of an assignment of this lease and pre-authorized payment plan, provided at least 10 days prior to the assignment date, Lessee shall unconditionally pay to such Assignee all rental payments and other amounts due hereunder and shall not assert any defense against such Assignee in any action for rental payments or other amounts due and payable hereunder, except the defence of payment to the Assignee.

30. Security Interests: To secure Lessee's performance of its obligations hereunder Lessee grants Lessor a continuing security interest in any interest Lessee has in the Equipment, in all proceeds thereof (including proceeds of insurance) and in any rental payments receivable on any sublease permitted by Lessor; Lessee agrees that Lessor has all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest (as the terms "security interest" and "purchase money security interest" are used in the Personal Property Security Act (Alberta)) and shall be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction. In this Lease the term "security interest" includes a movable hypothec without delivery.



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- 31. Charge on Land** – To further secure Lessee's performance of its obligations hereunder Lessee grants Lessor a charge in any land which Lessee now owns or may in the future own during any time when any amount remains outstanding under this Lease, and Lessee authorizes Lessor to register any, caveat, lien or other encumbrance against such land in Lessor's favour in order to protect Lessor's interest in said lands.
- 32. Information:** Lessee agrees that Lessor may provide copies of this Lease and/or information concerning Lessee and its obligations hereunder to any person.
- 33. Entire Agreement:** This Lease (including (A) all details set forth above in the Lessee Details, Equipment Details, Payments and Options boxes on the cover page of this Lease and in these Terms & Conditions and (B) any schedule, addendum or amendment to this Lease which is in writing, references this Lease and is signed by Lessee and Lessor at any time) constitutes the entire agreement between Lessor and Lessee with respect to its subject matter.
- 34. Applicable Law:** This Lease shall be construed according to the laws of the Province of Alberta. If this Lease is signed in the province of Québec, it shall be deemed a leasing contract as per sections 1842 and following of the Civil Code of Québec, provided however during any renewal pursuant to Section 13 above, this Lease shall be deemed to constitute a lease pursuant to section 1852 and following of the Civil Code of Québec.
- 35. Enurement:** Subject to the terms hereof, this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.
- 36. Interpretation:** Whenever the context of this Lease so requires, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Time is of the essence of this Lease and each of its provisions. Headings are for convenience of reference only and do not affect the interpretation. Terms used in the Lessee Details, Equipment Details, Payments and Options boxes on the cover page of this Lease have, when used in these Terms & Conditions, unless the context otherwise requires, the meaning ascribed thereto by such use. The word "including" means "including without limitation"
- 37. Notices:** Any notice required or permitted to be given hereunder must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by electronic or facsimile transmission to a party at the address indicated on the first page hereof (or at such other address as such party specifies to the other party in writing) or, if sent by registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address.
- 38. Severability:** Any provision of this Lease prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lessor, be ineffective without invalidating the remaining provisions of this Lease; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by Lessee.
- 39. Further Assurances:** Lessee agrees to do all things and execute or obtain all documents as may be required by Lessor in order to give effect to or better evidence this Lease including the execution of financing statements or other documents to effect security registrations to protect Lessor's interests, any acknowledgements required by any Assignee and any waivers or subordinations from Lessee's landlords or creditors.
- 40. Language:** The parties hereby acknowledge that they have required this Lease, and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis à être conclu ou donné en vertu des dispositions du présent contrat, soient rédigés en langue anglaise seulement.
- 41. Survival:** Notwithstanding any other sections hereof, all obligations of Lessee under sections 4,5,7,9,11,12,13,14,15,16,17,20,21,23,24,25,27,29,30,31,33,34,35 and 36 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all rental payments and other amounts payable by Lessee hereunder.
- 42. Joint and Several Liability:** If more than one person executed this Lease, their obligations hereunder shall be joint and several and, in the Province of Quebec, solidary without benefit of division or discussion.
- 43. Receipt of Copy, Etc.:** Lessee acknowledges receipt of a true copy of this Lease and waives, to the extent permitted by applicable law, all rights to receive copies of financing statements, financing change statements, verification statements or copies of other notices or filings made by Lessor at any time in connection with this Lease, any schedule thereto, or any amendment thereof.
- 44. Electronic Counterpart Execution:** This Lease and any schedules may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and when all parties have executed a counterpart hereof or thereof, as the case may be, all such counterparts together shall constitute but one and the same agreement, with execution and delivery of counterparts by telecopier or other electronic format (including, without limitation PDF) by any party hereto being binding upon all parties hereto.

OFFICER'S CERTIFICATE

TO: Sonoma Capital Corp. ("Sonoma")

RE: Agreement No. 206936 (the "Agreement")

LESSEE/BORROWER: 8615314 Canada Inc (the "Corporation")

JURISDICTION OF INCORPORATION: Ontario

I, the undersigned here certify that:

1. I am an officer of the Corporation. I have knowledge of the information provided by me in this certificate. I have made the investigations necessary to verify the statements in this certificate.
2. The Corporation is incorporated and organized and is validly existing and in good standing under the laws of the jurisdiction stated above. The Corporation is registered and authorized to carry its business under the laws of the province(s) where the equipment referred to in the Agreement is located.
3. There are no restrictions in the constating documents, bylaws, resolution, unanimous shareholders agreement or any written agreement, to which the Corporation is a party that restrict (i) the business that the Corporation may carry on, (ii) the powers of the directors of the Corporation to manage the business and affairs of the Corporation and in particular, to enter into lease or loan transactions and to grant security interests in the assets of the Corporation.
4. The execution and delivery of the Agreement by the Corporation and the performance of the obligations of the Corporation under the Agreement have been authorized by the directors and/or the shareholders of the Corporation required by law, including the constating documents of the Corporation and its bylaws. Such authorization is in full force and effect, unamended. Any one of the persons noted below is authorized to sign the Agreement and any ancillary documents on behalf of Corporation.
5. The completion of the Agreement will not result in the breach of any terms or any default of any agreement or obligation to which the Corporation is a party. The assets of the Corporation are not subject to any statutory lien or charge and the Corporation is not in default in the payment of any taxes or government charges.
6. There is no material litigation or proceeding against the Corporation, including any pending or threatened litigation, or proceeding that would affect its ability to perform its obligations under the Agreement. The Corporation is not bankrupt, insolvent, or unable to meet its liabilities as they become due and no acts or proceedings have been taken by or against the Corporation in connection with any liquidation, winding up, dissolution, bankruptcy, receivership, or reorganization.
7. A signed copy of this Certificate transmitted by email, facsimile or other electronic means is deemed to be an original. An electronic signature to this Certificate shall be as valid as an original signature.


AUTHORIZED SIGNING OFFICER

NAME

TITLE

Yadwinder Singh

President

Signature X 

Date: 31 May, 2023

Yadwinder Singh



SONOMA CAPITAL

Supporting Your Growth

Invoice

Lease No. **206936**

Lessee Details	Lessee(s)	8615314 Canada Inc and Yadwinder Singh
	Address	15 Flatlands Way Brampton, Ontario, L6R2B5
	Contact	P: 519-965-2810 Email: yours.randhawa@gmail.com

Invoice Details	Initial Payment (1 st Rental)	\$25,576.00
	Documentation Fee	\$450.00
	Subtotal	\$26,026.00
	HST-ON - 771601309RT0001	\$3,383.38
		\$
	Total	\$29,409.38
	Deposit/Paid to vendor	(\$28,900.88) ✓
Balance owing	\$508.50 ✓	

Additional Details	<p>If you have acknowledged the Pre-Authorized Payment Plan on this lease, any charges will be drawn from your account the day funds are disbursed to the vendor. First and last billing (if applicable) will be drawn on June 01, 2023</p>
	<p>For vehicle registration only : A \$50 fee will be charged monthly until registration is provided. This fee will be charged if registration is not received within 15 days.</p>

This is Exhibit "H" 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, Inc.
 1100 Burloak Drive, Suite 401
 Burlington, Ontario L7L 6B2
 P > 1 855 840-1298
www.mhccna.com

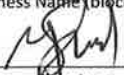
GUARANTEE - CORPORATE

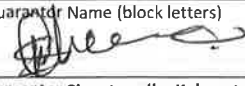
Complete in block letters

The undersigned 10055913 CANADA INC. (hereinafter called the "Guarantor") has agreed to provide Mitsubishi HC Capital Canada, Inc. (hereinafter called "MHCCA") with a guarantee of certain obligations of Orbit Express Inc. (hereinafter called the "Borrower"). In consideration of the premises and the covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Guarantor hereby covenants and agrees with MHCCA as follows:

1. **Guarantee.** Guarantor hereby unconditionally, absolutely and irrevocably guarantees all of the debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to MHCCA which are remaining unpaid or unperformed by the Borrower to MHCCA ("Indebtedness"). Guarantor's obligations hereunder are unlimited.
2. **Solidarity.** If this guarantee has been executed by more than one person, the term "Guarantor" shall mean each such person. The Guarantor shall be jointly, severally and solidarily liable with the Borrower and any other guarantor hereunder. The Guarantor waives any benefit of division or discussion. Each Guarantor shall therefore be liable for the full amount of the obligations due.
3. **Guarantee Absolute.** Guarantor's liability hereunder shall be absolute and unconditional and shall not be affected by (and any such defence is hereby waived) (a) any lack of validity or enforceability of any agreements between the Borrower and MHCCA or the Guarantor or any other guarantor; any change in the time, manner or place of payment of or in any other term of such agreements or the failure on the part of the Borrower, the Guarantor or any other guarantor of any of its obligations under such agreements; (b) any impossibility, impracticability, frustration of purpose, illegality, force majeure or act of government; (c) the bankruptcy, winding-up, liquidation, dissolution, reorganisation, arrangement, receivership or insolvency of the Borrower, the Guarantor, any other guarantor, MHCCA or any party to any agreement to which MHCCA is a party; (d) any lack or limitation of power, incapacity or disability on the part of the Borrower, the Guarantor, any other guarantor or of the directors, partners or agents thereof or any other irregularity, defect or informality on any of their part of any of them in its obligations to MHCCA; or (e) any other law, regulation or other circumstance which might otherwise constitute a defence available to the Borrower in respect of any or all of the Indebtedness.
4. **No Release or Discharge.** Guarantor's liability hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by MHCCA in connection with any duties or liabilities of the Borrower to MHCCA or any security therefor including without limitation any loss of or in respect of any security received by MHCCA from the Borrower or others. MHCCA may, without releasing, discharging, limiting or otherwise affecting in whole or in part Guarantor's liability hereunder, (a) grant time, renewals, extensions, indulgences, releases and discharges to the Borrower or any other guarantor; (b) take or abstain from taking securities or collateral from the Borrower, the Guarantor or any other guarantor or from perfecting securities or collateral of the Borrower, the Guarantor or any other guarantor; (c) accept compromises from the Borrower or any guarantor; (d) apply all money at any time received from the Borrower or any guarantor or from securities upon such part of the Indebtedness as MHCCA may see fit or change any such application in whole or in part from time to time as MHCCA may see fit; or (e) otherwise deal with the Borrower and all other persons and securities as it may see fit.
5. **No Exhaustion of Remedies.** MHCCA shall not be bound or obligated to exhaust recourse against the Borrower or other persons or any securities or collateral MHCCA may take any other action (other than to make demand pursuant to Section 7 below) before being entitled to demand payment from Guarantor hereunder. The Guarantor shall not claim any right of contribution or subrogation unless and until the obligations of the Borrower to MHCCA have been indefeasibly paid and performed in full to MHCCA'S satisfaction in its sole discretion, all of which is hereby expressly subordinated to the rights of MHCCA hereunder.
6. **No Set-off.** Guarantor shall not claim any set-off or counterclaim against the Borrower in respect of any liability of the Borrower to MHCCA.
7. **Continuing Guarantee.** This Guarantee shall be a continuing guarantee and shall be binding as a continuing obligation of Guarantor. This Guarantee shall continue to be effective even if at any time any payment of any of the Indebtedness is rendered unenforceable or is rescinded or must otherwise be returned by MHCCA upon the occurrence of any action or event including without limitation, the insolvency, bankruptcy, wind up, liquidation, receivership or reorganization of the Borrower or otherwise, all as though such payment had not been made. 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 Borrower.
8. **Demand for Payment.** MHCCA shall be entitled to make demand upon Guarantor at any time upon any default by the Borrower of any of its obligations to MHCCA, including without limitation, in payment of any amount owing by the Borrower to MHCCA and upon such default MHCCA may treat all Indebtedness as due and payable from Guarantor and may forthwith collect from Guarantor, the total amount guaranteed hereunder.
9. **Representations and warranties of the Guarantor.** The Guarantor, by its signature herein, declares and guarantees to MHCCA that: (a) the Guarantor is duly incorporated or organized and registered, as the case may be and properly organized and validly existing in good standing under the laws of the jurisdiction of its incorporation/organisation and has the corporate power to sign hereunder and fulfill its obligations thereunder; (b) the Guarantor is in conformity with the laws that govern its existence; (c) the Guarantor is not in default to produce any corporate statement, corporate report or financial statements required by law; (d) all corporate procedures required from the directors and, if any, the shareholders of the Guarantor, for the purpose of authorizing them to sign herein and to execute the obligations hereunder have been duly adopted so that the herein terms and conditions are binding on the Guarantor and constitute for the Guarantor a valid, legal and enforceable obligation in accordance with its provisions and of which MHCCA can and may require enforcement.
10. **Assignment and Postponement.** All debts and liabilities, present and future, of the Borrower to Guarantor are hereby assigned to MHCCA and postponed to the Indebtedness, and all money received by Guarantor in respect thereof shall be, and shall be deemed to be, held separate and apart and received exclusively in trust for MHCCA and upon receipt by Guarantor shall be paid over to MHCCA, the whole without in any way lessening or limiting Guarantor's liability hereunder and this assignment and postponement is independent of the Guarantee and shall remain in full force and effect until, in the case of the assignment, Guarantor's liability under this Guarantee has been discharged or terminated and, in the case of the postponement, until indefeasible payment and performance in full to MHCCA of all Guarantor's obligations under this Guarantee.
11. **Waiver of Notice of Acceptance.** Guarantor hereby waive notice of acceptance of this instrument.
12. **Entire Agreement and Benefit of the Guarantee.** This Guarantee and any agreement between the Borrower and MHCCA constitutes the entire agreement between MHCCA with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between MHCCA. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between MHCCA other than as expressly set forth in this Guarantee and any other agreement between the Guarantor and MHCCA. This Guarantee shall endure to the benefit of and be binding upon the respective successors and assigns of each of the Guarantor and MHCCA.
13. **No Waiver, Remedies.** No failure on our part to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
14. **Severability.** If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part and all other provisions hereof shall continue in full force and effect.
15. **Assignment.** MHCCA may assign its rights under this Guarantee without Guarantor's prior consent or the consent of the Borrower. Guarantor may not assign Guarantor's obligations under this Guarantee.
16. **Governing Law.** This Guarantee shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed interpreted by and construed in accordance with the laws of the Province of Quebec, if the contract is concluded or executed in the Province of Quebec, or with the laws of the Province of Ontario, if the contract is concluded or executed in another Canadian Province, and the laws of Canada applicable therein.

IN WITNESS THEREOF, the Guarantor has signed in Brampton on this 28th day of June 2023.

YADWINDER SINGH
 Witness Name (block letters)

 Witness Signature
185 Meyerside Dr, Mississauga, ON
 Address
L5T 1J6

10055913 CANADA INC.
 Guarantor Name (block letters)

 Guarantor Signature (by Kulwant Singh - Director)
66, EXECUTIVE CRT, BRAMPTON, ON, L6R 0L5
 Address

This is Exhibit "I" 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



TPine Leasing Capital Corporation
6050 Dixie Road, Mississauga, ON L5T 1A6

ORBIT EXPRESS INC
KULWANT SINGH
28 CAPE DORSET CRES
BRAMPTON ON L6R 3L2

NOTICE OF ASSIGNMENT

DELIVERED BY REGISTERED MAIL

TO: KULWANT SINGH

RE: Lease Contract No.: 35067 (the “Contract”)

Take notice that:

- (i) TPine Leasing Capital Corporation (“**TLCC**”) has entered into certain financing arrangements with Mitsubishi HC Capital Canada, Inc. and Mitsubishi HC Capital Canada Leasing, Inc. (the “**Assignees**”); and
- (ii) in connection with such financing arrangements:
 - a. Mitsubishi HC Capital Canada Leasing, Inc. (“**MHCCL**”) will be responsible for the ongoing servicing and administration of the Contract, including with respect to payments to be made by you under the Contract;
 - b. TLCC has assigned the Contract, including all sums payable by you thereunder, to the Assignees and you are hereby directed to make all future payments falling due under the Contract to:

Mitsubishi HC Capital Canada Leasing, Inc.
1100 Burloak Drive, Suite 401
Burlington ON L7L 6B2
 - c. If you have any questions regarding the contents of this notice or with respect to any matters relating to the Contract, please contact MHCCL at the following:

Customer Support
Phone: 1-855-840-1298
Email: service@mhccna.com
- (iii) if your payments falling due under the Contract are facilitated through pre-authorized debit from your account, please note that such payments will now be withdrawn from your account and deposited to an account of MHCCL rather than an account of TLCC, and your bank statements will show such withdrawal having been made by “Mitsubishi HC Capital Canada Leasing, Inc.”.

Dated at Mississauga, this 24th day of January, 2024.

TPINE LEASING CAPITAL CORPORATION

By: 
Name: Sulakhan Johal
Title: Director

This is Exhibit "J" 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



**FORM OF
DOOMSDAY NOTICE**

Notice of Assignment

TO: 8615314 Canada Inc. & Yadwinder Singh.

Re: Lease agreement 206936 with Sonoma Capital Corp.

Take notice that your lease referred to above has been assigned to Mitsubishi HC Capital Canada Leasing, Inc. and you are hereby directed to make all future payments falling due under such Lease to:

Mitsubishi HC Capital Canada Leasing, Inc.
3390 South Service Road,
Suite 104,
Burlington, Ontario, L7N 3J5.

Dated this 22nd day of February, 2024

SONOMA CAPITAL CORP.

A handwritten signature in blue ink, appearing to read 'K Beckett', written over a horizontal line.

By: Kendra Beckett
Title: Senior Asset Manager

This is Exhibit "K" 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:



Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

MITSUBISHI HC CAPITAL CANADA

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

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 05 day of 12, 2021, by Orbit Express Inc. (hereinafter called the "Debtor"), issued in favor of Mitsubishi HC Capital Canada, Inc. (hereinafter called "MHCCA").

WHEREAS MHCCA has agreed to extend credit to the Debtor;

AND WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of all its obligations to MHCCA, the security interest and assignment, mortgage and charge granted herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the Debtor agrees with MHCCA as follows:

ARTICLE ONE - INTERPRETATION

1.01 Interpretation

1. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - (a) "Agreement" means this agreement and all schedules to this Agreement, in each case as they may be amended or supplemented from time to time, and the terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular Article, Section or other portion hereof;
 - (b) "Collateral" has the meaning attributed thereto in Section 2.01, and any reference to "Collateral" shall be deemed a reference to "Collateral" or any part thereof;
 - (c) "Obligations" means all obligations of the Debtor to MHCCA including, without limiting the generality of the foregoing, all debts, liabilities, and indebtedness, present or future, direct or indirect, absolute or contingent, matured or not, whenever and howsoever incurred, in any currency at any time owing by the Debtor to MHCCA or remaining unpaid by the Debtor to MHCCA and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether arising from dealings between MHCCA and the Debtor or from other dealings or proceedings by which MHCCA may be or become in any manner whatsoever a creditor of the Debtor and wherever incurred and whether incurred by the Debtor alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses; and
 - (d) the terms "accounts", "chattel paper", "documents of title", "equipment" "inventory", "goods", "instruments", "money", "proceeds" and "securities" whenever used herein shall have the meaning given to those terms in the *Personal Property Security Act* of the relevant jurisdiction determined in Section 7.10, as amended, re-enacted or replaced from time to time.
2. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.
3. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

ARTICLE TWO - GRANT OF SECURITY

2.01 **Security.** As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants, sells, assigns, conveys, transfers, mortgages, pledges and charges, as and by way of fixed and specific mortgage, pledge and charge to and in favour of MHCCA, and grants to MHCCA a security interest in, the whole of the undertaking of the Debtor and all of its property and assets, real and personal, movable and immovable, tangible and intangible, of every nature and kind whatsoever and wheresoever situate, both present and future, now or at any time and from time to time owned by the Debtor or in which or in respect of which the Debtor has any interest or rights of any kind, including without limitation, accounts, inventory, equipment, chattel paper, instruments, intangibles and documents of title (collectively, the "Collateral").

ARTICLE THREE - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.01 **Representations and Warranties.** The Debtor hereby represents and warrants to MHCCA that:

- (a) the Debtor, if a corporation, is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation; the Debtor has the power, corporate or otherwise, to enter into this Agreement; this Agreement has been duly authorized by all necessary action, corporate or otherwise, on the part of the Debtor; this Agreement constitutes a legal and valid agreement binding upon the Debtor and enforceable in accordance with its terms; the making and performance of this Agreement

Initials: REYS

will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Debtor pursuant to, the articles, by-laws or other constating documents of the Debtor or any agreement, indenture or other instrument to which the Debtor is a party or by which the Debtor or any of its property may be bound or affected;

- (b) all financial information provided by the Debtor to MHCCA is true, correct and complete; all financial statements of the Debtor have been prepared in accordance with Canadian generally accepted accounting principles consistently applied; there has been no material adverse change in the Debtor's financial condition since the date of the most recent financial statements provided to MHCCA;
- (c) except as otherwise provided herein or disclosed in a schedule hereto, all of the Collateral is the sole property of the Debtor free from any liens, charges, security interests, encumbrances or any rights of others which rank prior to or *pari passu* with the security interest, assignment, mortgage and charge granted hereby; and
- (d) the Debtor's principal place of business and the location of the office where it keeps its records is that given in Section 7.06 of this Agreement, except as otherwise provided herein or disclosed in any schedule hereto.

3.02 Covenants. The Debtor covenants with MHCCA that:

- (a) it shall ensure that the representations and warranties set forth in Section 3.01 are true and correct at all times;
- (b) it shall maintain, use and operate the Collateral and carry on and conduct its business in a lawful and business-like manner;
- (c) it shall not permit the Collateral to be affixed to real or personal property so as to become a fixture or accession without the prior written consent of MHCCA;
- (d) it shall defend the Collateral against all claims and demands respecting the Collateral made by all persons at any time and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances or interests;
- (e) it shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to MHCCA, when required, the receipts and vouchers establishing such payment;
- (f) it shall furnish its financial statements to MHCCA within 120 days after the close of each fiscal year of the Debtor prepared in accordance with generally accepted accounting principles consistently applied and shall from time to time forthwith at the request of MHCCA furnish to MHCCA in writing all information requested relating to the Collateral, and MHCCA shall be entitled from time to time at any reasonable time to inspect the Collateral and make copies of all information relating to the Collateral and for such purposes MHCCA shall have access to all premises occupied by the Debtor or where the Collateral may be found;
- (g) it shall from time to time forthwith at the request of MHCCA execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by MHCCA to effectively carry out the full intent and meaning of this Agreement or to better evidence and perfect the security interest, assignment, mortgage and charge granted hereby, and the Debtor hereby irrevocably constitutes and appoints MHCCA, or any agent appointed by the court or MHCCA, the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever MHCCA or any such agent may consider it to be necessary or expedient;
- (h) it shall not change its name or, if the Debtor is a corporation, shall not amalgamate with any other corporation without first giving notice to MHCCA of its new name and the names of all amalgamating corporations and the date when such new name or amalgamation is to become effective;
- (i) it shall pay to MHCCA forthwith upon demand all reasonable costs and expenses (including, without limiting the generality of the foregoing, all legal, agent's and accounting fees and expenses (on a solicitor and its own client full-indemnity basis)) incurred by or on behalf of MHCCA in connection with the preparation, execution, registration or amendment of this Agreement, the perfection or preservation of the security interest, assignment, mortgage and charge granted hereby and the carrying out of any of the provisions of this Agreement including, without limiting the generality of the foregoing, enforcing by legal process or otherwise the remedies provided herein; and all such costs and expenses shall be added to and form part of the Obligations secured hereunder; and
- (j) it shall not change its principal place of business or the location of the office where it keeps its records or move any Collateral from the location specified in Section 3.01(d) without the prior written consent of MHCCA.

3.03 The Debtor will keep all equipment forming a part of the Collateral in good working order and condition, reasonable wear and tear excepted, and MHCCA may, whenever it deems it to be necessary, either in person or by agent, inspect any such equipment and make such repairs thereto as it deems are necessary, and the cost of such inspection and repairs shall be payable by the Debtor to MHCCA upon demand.

3.04 If the Collateral should at any time hereafter include securities, instruments, chattel paper and negotiable documents of title, the Debtor will, if requested by MHCCA, immediately deliver possession of such securities, instruments, chattel paper and negotiable documents of title to MHCCA and, if requested by MHCCA, will cause such securities included in the Collateral to be registered in MHCCA's name so that MHCCA may appear of record as the sole owner of such securities. Until the occurrence of an Event of Default, the Debtor shall be entitled to receive all distributions paid in respect of any securities included in the Collateral, shall be entitled to exercise all voting rights with respect to such securities and MHCCA will deliver to the Debtor or to a person designated by the Debtor, upon written request and upon receipt of payment of MHCCA's expenses in connection therewith, directions with respect to such distributions and a proxy vote to such securities. The Debtor waives all right to receive any such distribution and all other rights after the occurrence of an Event of Default. The Debtor agrees that no proxy issued by MHCCA to the Debtor or its order as aforesaid shall be effective from and after the occurrence of an Event of Default, and upon the occurrence of an Event of Default the Debtor shall immediately surrender any such proxy to MHCCA.

ARTICLE FOUR - INSURANCE

4.01 Insurance. The Debtor shall obtain and maintain, at its own expense, insurance against loss or damage to the Collateral including, without limiting the generality of the foregoing, loss by fire (including so-called extended coverage), theft, collision and such other

Initials: 

risks of loss as are customarily insured against, in amounts, in such form and with such insurers as shall be reasonably satisfactory to MHCCA. If any such policies of insurance contain a co-insurance clause, the Debtor shall either cause any such co-insurance clause to be waived or maintain at all times a sufficient amount of insurance to meet the requirements of any such co-insurance clause so as to prevent the Debtor from becoming a co-insurer under the terms of any such policy. All such policies shall name MHCCA as an additional insured and loss payee thereof, as MHCCA's interests may appear, and shall provide that the insurer will give MHCCA at least 10 days written notice of intended cancellation. At MHCCA's request, the Debtor shall furnish MHCCA with a copy of any policy of insurance and certificate of insurance or other evidence satisfactory to MHCCA that such insurance coverage is in effect. The Debtor shall give MHCCA notice of any damage to, or loss of, the Collateral forthwith upon the occurrence of any such damage or loss. Should the Debtor fail to make any payment or perform any other obligation provided in this Section, MHCCA shall have the right, but not the obligation, without notice or demand upon the Debtor and without releasing the Debtor from any obligation hereunder or waiving any rights to enforce this Agreement, to perform any or all of such obligations. The amount of all such payments made and all costs, fees and expenses incurred by MHCCA in performing such obligations shall be immediately due and payable by the Debtor.

ARTICLE FIVE - DEALING WITH COLLATERAL

5.01 Dealing with Collateral by the Debtor.

The Debtor shall not sell, lease or otherwise dispose of the Collateral without the prior written consent.

ARTICLE SIX - DEFAULT AND REMEDIES

6.01 Events of Default

The Debtor shall be in default under this Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

- (a) the Debtor fails to pay to MHCCA all or any part of the Obligations when due;
- (b) the Debtor fails to observe or perform any covenant or obligation of the Debtor contained in this Agreement (other than a covenant or obligation specifically dealt with elsewhere in this Section 6.01);
- (c) any representation, warranty or statement made by the Debtor herein or in any document or certificate furnished at any time to MHCCA in connection herewith shall prove to be incorrect or misleading when made or furnished;
- (d) the Debtor or any guarantor of the Debtor is in default under any other agreement now existing or hereafter entered into with MHCCA or any assignee of MHCCA whether the Debtor is bound alone or with others;
- (e) the Debtor ceases or threatens to cease to carry on the business currently being carried on or sells or disposes of all or substantially all of its property;
- (f) the Debtor shall be an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) or commits or threatens to commit any act of bankruptcy or if a petition in bankruptcy, any proposal, arrangement or reorganization under the Bankruptcy and Insolvency Act, Winding-Up Act or Companies' Creditors Arrangement Act is filed by or against the Debtor or if a receiver or receiver-manager is appointed for the Debtor or a substantial part of the Debtor's property;
- (g) an encumbrancer or any other party takes possession of a substantial part of the Debtor's property or any of the Collateral;
- (h) if the Debtor is a corporation, there is a change in its effective control without MHCCA's prior written consent;
- (i) the Collateral or any part thereof is seized forfeited or confiscated or otherwise attached by anyone pursuant to any legal process or other means;
- (j) MHCCA believes in good faith that the payment of the Obligations or the performance or observation of any covenant herein is impaired or that the Collateral is in danger of being lost, damaged or confiscated, or of being encumbered by the Debtor or seized or otherwise attached by anyone pursuant to any legal process or otherwise; or
- (k) the Debtor dies or becomes mentally incompetent, if an individual, or is dissolved, amalgamated or is wound up if the Debtor is a corporation.

6.02 Remedies

1. Upon the occurrence of any Event of Default and at any time thereafter, MHCCA shall have, in addition to any right or remedy provided by law, the rights and remedies set out below, all of which rights and remedies shall be enforceable successively, concurrently and/or cumulatively and all of which may be exercised by MHCCA directly or through agents or nominees:
 - (a) any or all of the Obligations shall at the option of MHCCA become immediately due and payable or be subject to immediate performance, as the case may be, without further demand or notice, both of which are expressly waived; and the obligations, if any, of MHCCA to make further advances to the Debtor shall cease; and any or all security granted hereby shall, at the option of MHCCA, become immediately enforceable;
 - (b) MHCCA may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to MHCCA at such place or places as may be specified by MHCCA;
 - (c) MHCCA may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law;
 - (d) MHCCA may sell, lease or otherwise dispose of the Collateral at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as MHCCA may determine and without notice to the Debtor unless required by law;
 - (e) MHCCA may retain the Collateral in satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by law.
2. The Debtor further agrees with MHCCA that:
 - (a) MHCCA shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Collateral or for the purpose of preserving any rights of MHCCA, the Debtor or any other person in respect of the Collateral;
 - (b) MHCCA may grant extensions of time, take, abstain from taking and perfecting and give up security, accept compositions, grant releases and discharges, release any part of the Collateral and otherwise deal with the Debtor, debtors of the Debtor, sureties and

others and with the Collateral and other security as MHCCA may see fit without prejudice to the liability of the Debtor to MHCCA or MHCCA's rights hereunder;

- (c) to facilitate the realization of the Collateral, MHCCA may enter upon, occupy and use all or any of the premises owned or occupied by the Debtor and use all or any of the equipment and other personal property of the Debtor for such time as MHCCA requires, free of charge, and MHCCA shall not be liable to the Debtor for any neglect in so doing or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (d) MHCCA may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured; and
- (e) any proceeds of realization of the Collateral may be applied by MHCCA to the payment of reasonable costs, charges and expenses (including, without limiting the generality of the foregoing, legal, agent's and accounting fees and expenses (on a solicitor and its own client full-indemnity basis)) incurred in connection with the exercise of any of the rights, powers and remedies granted under this Agreement and any balance of such proceeds shall be applied by MHCCA to payment of the Obligations in such order as MHCCA may see fit; if there is any surplus remaining, it shall be paid to any person having a claim thereto in priority to the Debtor of whom MHCCA has knowledge and any balance remaining shall be paid to the Debtor; if the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid costs, charges and expenses, the Debtor shall be liable to pay any deficiency to MHCCA forthwith on demand.

ARTICLE SEVEN - GENERAL

7.01 Benefit of the Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Debtor and shall benefit the successors and assigns of MHCCA. If there is more than one Debtor named herein, the term "Debtor" shall mean all and each of them, their obligations under this Agreement shall be joint and several and the Obligations shall include those of all or any one of them. No Debtor shall have any right of subrogation, exoneration, reimbursement or indemnity whatsoever and no right of recourse to the Collateral for the Obligations unless and until all of the Obligations have been paid or performed in full.

7.02 Entire Agreement. This Agreement, including any schedule now or hereafter annexed hereto, constitutes the entire agreement between the Debtor and MHCCA with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between MHCCA and the Debtor except as expressly set forth herein.

7.03 No Waiver. No delay or failure by MHCCA in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

7.04 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7.05 Further Assurance. The Debtor will from time to time, at the request of MHCCA and at the expense of the Debtor, make, do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters, things and assurances as MHCCA may deem necessary or desirable to perfect and preserve the security granted hereby and give effect to this Agreement. The Debtor hereby irrevocably appoints MHCCA as its attorney in fact to do all such acts and things, with full power of substitution, and the Debtor agrees to ratify and confirm all such acts of the said attorney lawfully done. The Debtor shall pay all costs for searches and filings in connection with the registration, perfection and continuation of the security granted hereunder.

7.06 Notices. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail or by electronic means, addressed to the recipient as follows:

(a) To the Debtor:	28 Cape Dorset Cres	(b) To MHCCA:	301-3390 South Service Road
	Brampton, ON, L6R 3L2		Burlington, Ontario, L7N 3J5
Fax No.:		Fax No:	(905) 631-9388

or such other address, electronic communication number or to the attention of such other individual as may be designated by notice by any party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours and on the next business day if given after normal business hours on any day. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

7.07 Modification; Assignment. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties. The rights of MHCCA under this Agreement may be assigned by MHCCA without the prior consent of the Debtor, free of any set-off, counterclaim or equities between the Debtor and MHCCA, and the Debtor shall not assert against any assignee of MHCCA any claim or defense that the Debtor has or may hereafter have against MHCCA. The Debtor may not assign its obligations under this Agreement.

7.08 Additional Continuing Security. This Agreement and the security interest, assignment, mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by MHCCA and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by MHCCA.

Initials: *BYS*

- 7.09 Discharge.** The Debtor shall not be discharged from any of the Obligations or from this Agreement except by a release or discharge signed in writing by MHCCA.
- 7.10 Governing Law.** This Agreement shall, for the purpose of determining the validity and enforceability of MHCCA's security interest in the Collateral and its remedies upon a default, be governed by and construed in accordance with the laws of the jurisdiction where (i) the Debtor is located as of the date of this Agreement if the Collateral is inventory leased or held for lease to others or Collateral that is an intangible or Collateral that is normally used in more than one jurisdiction, and (ii) in all other cases, the laws of the jurisdiction where the Collateral is located. For all other purposes, this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 7.11 Executed Copy and Waiver.** The Debtor: (i) acknowledges receipt of a fully executed copy of this Agreement; and (ii) if the applicable Personal Property Security Act permits, waives all right to receive from MHCCA a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Agreement.

Orbit Express Inc.

Debtor



Signature

Signature

Signature

Yadwinder Singh, President

Name and title (block letters)

Name and title (block letters)

Name and title (block letters)

12/05/21

Date

Date

Date

I have the authority to bind the Corp.

I have the authority to bind the Corp.

I have the authority to bind the Corp.

Initials: _____

This is Exhibit "L" 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

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

GENERAL ABSOLUTE ASSIGNMENT OF RECEIVABLES

This General Absolute Assignment of Receivables is given by the undersigned in favor Mitsubishi HC Capital Canada, Inc. (the "Purchaser") pursuant to a Factoring Agreement between the undersigned and the Purchaser and dated 12/05 2021.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, being the legal and beneficial owner of any and all right, title, benefit and interests in and to any and all invoices issued by it to account debtors (collectively, the "Invoices" and each, an "Invoice") and any and all benefits and accounts receivables due and owing or which may accrue and become due and owing thereunder, hereby absolutely, irrevocably and unconditionally sells, assigns and transfers, absolutely and forever, to the Purchaser and its successors and assigns, any and all of its right, title, benefit and interest in and to any and all benefits and accounts receivables due and owing, or which may accrue and become due and owing, under the Invoices and any and all monies to which the undersigned may otherwise be entitled to or will become entitled under, in connection with, and relating to, the Invoices.

The undersigned hereby appoints any officer of the Purchaser as its agent and true and lawful attorney and hereby grants the Purchaser its power of attorney (which is coupled with an interest) for the purpose of completing and executing any other documents, including without limitation, any notices of assignments or directions to pay and any other ancillary documents, which may be required by an account debtor and/or the Purchaser or pursuant to any applicable law or under the Invoices to give full force and effect to this Absolute Assignment.

The undersigned hereby acknowledges that any payment received by it in respect of any of the Invoices is the exclusive property of the Purchaser and hereby covenants and agrees to immediately endorse over or deliver to the Purchaser any applicable cheque, draft or money and that until receipt of delivery of same by the Purchaser, any such cheque(s), draft(s) and money shall be, and shall be deemed to be, held separate and apart and in trust exclusively for the benefit of the Purchaser.

The undersigned does hereby further acknowledge, represent and warrant to the Purchaser that it and the account debtors are legally bound by the Invoices, that the Invoices are enforceable in accordance with their terms and that the undersigned has all right, title, benefit and interest in and to the Invoices owing to it and any and all amounts payable, but for this Absolute Assignment, to the undersigned thereunder.

Executed as of the 05 day of 12, 2021.

Orbit Express Inc.


Signature

Yadwinder Singh

Name

President

Title