

"La Oficina de Representación en el Exterior en Montreal, ha clasificado PARCIALMENTE palabras de este documento como CONFIDENCIAL, por contener DATOS PERSONALES, de conformidad con el Capítulo 3º, Título VI, de la LGTAIP, y los artículos 108, 113 fracciones I y 118 de la LFTAIP, y los Lineamientos en la materia."



Questor Financial Corp
 675 Cochrane Drive, East Tower, 6th Floor
 Markham, Ontario L3R 0B8
 Tel: 905-886-0855 Fax: 1-877-886-8807
 Email: custserv@questorfinancial.com

LEASE CONTRACT

Lessee PROMEXICO CONSULATE GENERAL TRADE COMMISSION		Address 1000 SHERBROOKE W SUITE 2110 Montreal Quebec H3A0A6	
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary 3 HP SB 840 I5-5200U 2.2/8GB/180GB/W; (3) MS OFFICE HOME & BUSINESS 2013; (3) HP ESSENTIAL TOP LOAD CASE		Contact Rossana Bilbao	Telephone No [REDACTED] Ext
		Facsimile No	Email Address rossana.bilbao@promexico.gob.mx
Location Of Equipment (If Different Than Above) 2110-1000 Sherbrooke W Montreal Quebec H3A0A6 Canada			
Term (No. of Months) 27	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input type="checkbox"/> Annual <input type="checkbox"/> Other	Total No. Of Rent Payments 27	Periodic Rent Amount \$202.90 plus applicable taxes
		Purchase Option Date The End Of The Term's 24 Calendar Month.	Option Price \$ 472.09 or <input type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means Questor Financial Corp.

1. Rent and Term: You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.

2. Pre-Authorized Payment Plan: You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked 'void' or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnpay.ca.

3. Sales Tax: You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes

applicable to the Equipment and this Lease.

4. Non-Cancelable: This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.

5. No Warranties: You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.

6. Use: You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the equipment, at your cost in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

PROMEXICO CONSULATE GENERAL TRADE COMMISSION

Authorized Signature: *[Handwritten Signature]*
 Title: *Trade Commissioner*

[Handwritten initials/signature]

For office use only				
Accepted By Lessor By:	Date Of Acceptance	Lease Commencement Date:	No. of Attachments	Lease No: 2719016N

TERMS AND CONDITIONS CONTINUED FROM PAGE 1

7. **Loss, Damage and Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.

8. **Purchase Option:** If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. **Assignment:** You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever is greater. We will assign all our interest in this Lease and the Equipment to National Leasing Group Inc. only. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof, without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. **Late Charges and Administration Fees:** If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. **Default:** If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act

of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor-client basis. Our remedies shall be cumulative and not alternative.

12. **Miscellaneous:** You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux presentes conviennent a ce document soit redige en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

PROMEXICO CONSULATE GENERAL TRADE COMMISSION

Authorized Signature

Title

Trade Commission

Handwritten initials and signatures: RB, RB, CA, and a large signature.