

Bank of the Wealth

Not a Commitment to Lend

March __, 2017

Modern Technologies Inc.
222 Gold Avenue
Diamond City
Province of Quebec
Canada D8D 8D8

Ladies and Gentlemen:

Pursuant to recent conversations between Bank of the Wealth ("Lender") and Modern Technologies Inc. (the "Company"), we understand that the Company is seeking senior debt financing, the proceeds of which would be used by the Company to refinance certain of the Company's existing indebtedness, to pay certain fees, costs and expenses incurred in connection with the financing and, thereafter, for the Company's general corporate and working capital purposes. Based upon those preliminary conversations, this letter sets forth a general overview of the preliminary terms and conditions concerning a potential secured financing for the Company, as proposed by Lender (the "Financing").

This overview is not, and should not be construed as, a commitment to lend, nor should it be construed as an attempt to establish all of the terms and conditions relating to the Financing. It is intended only to serve as a guideline for certain terms and conditions and how the Financing documents might be structured, and it is not intended to preclude negotiations within the general scope of these terms and conditions. The Financing will be further subject to additional due diligence, approval of terms by the Company and Lender, and negotiation, execution and delivery of all relevant Financing documentation.

Borrower:	Modern Technologies Inc.
Lender:	Bank of the Wealth
Amount:	The Financing would consist of a senior secured revolving credit facility in a maximum original principal amount of Can\$_____.
Closing Date:	Approximately 45 days from execution of this letter
Term:	Three years
Collateral:	The Financing would be secured by a perfected, first-priority security interest in all of the assets (tangible and intangible) of the Company and all proceeds of the foregoing.
Interest Rate:	The LIBOR Index Rate plus 5%
Transaction Fees:	The Company would be required to pay the following fees: (a) A facility fee equal to 1.00% of the maximum principal amount of the Financing, which would be fully earned and payable in full on the Closing Date. (b) An unused line fee of 0.25% per annum
Collateral and Financial Reporting:	Customary for transactions of this type, as determined by Lender
Expenses:	All legal, valuation, due diligence and other fees and expenses

Bank of the Wealth

Not a Commitment to Lend

	incurred by Lender would be paid by the Company.
Loan Documents	The Financing would be evidenced by loan documents acceptable to Lender, containing representations, warranties, covenants, events and other provisions acceptable to Lender.
Governing Law for the Loan Documents and this letter:	The laws of the Province of New Brunswick and the federal laws of Canada applicable in that province

Prior to taking any additional steps with respect to the proposed Financing, Lender requires a refundable expense deposit of \$_____ (the "Due Diligence Deposit"), which Lender will apply to due diligence costs, fees and out-of-pocket expenses (including legal costs) incurred by Lender. Lender may request additional due diligence deposits as the transaction progresses and as due diligence costs, fees and out-of-pocket expenses are incurred. If the proposed Financing is not consummated for any reason, the balance of the Due Diligence Deposit, net of any expenses incurred to the date of termination, will be returned to the Company (or at its direction). If the proposed Financing closes and a balance remains, those funds will be used to offset any associated closing fees.

This letter expires at 5:00 p.m AST on March __, 2017, unless accepted by the Company below prior to such time.

We are pleased to have the opportunity to submit this proposal letter to the Company for its consideration. Please do not hesitate to contact us with any questions.

Very truly yours,

BANK OF THE WEALTH

By: _____
Title: _____

ACKNOWLEDGED AND AGREED:

MODERN TECHNOLOGIES INC.

By: _____
Title: _____

Date: March __, 2017