

Court File No. CV-23-00710413-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

B E T W E E N

MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD
SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE
SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY
LENDING FUND (UMINN) LP (f/k/a MAN BRIDGE LANE SPECIALTY
LENDING FUND (UMINN) LP)

Applicant

and

TRADE X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC.,
TRADEXPRESS AUTO CANADA INC., TRADE X FUND GP INC., TRADE X LP FUND
I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX
OPS CANADA CORPORATION

Respondents

**RESPONDING RECORD OF
THE VAN ESSEN COMPANIES**

June 6, 2024

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TO: SERVICE LIST

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TAB 1

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I, TRADE X CONTINENTAL INC., TX CAPITAL CORP., TECHLANTIC LTD. AND TX
OPS CANADA CORPORATION

Respondents

AMENDED NOTICE OF CROSS-MOTION

1309767 Ontario Limited and 2601658 Ontario Ltd. (the “**Van Essen Companies**”), the responding parties to the motion brought by FTI Consulting Canada Inc. (“**FTI Consulting**”), in its capacity as the Court-appointed receiver and manager (the “**Receiver**”), without security, of the following property of Trade X Group of Companies Inc., 12771888 Canada Inc., TVAS Inc., Tradexpress Auto Canada Inc., Trade X Fund GP Inc., Trade X LP Fund I, Trade X Continental Inc., TX Capital Corp., Techlantic Ltd. (“**Techlantic**”) and TX Ops Canada Corporation (collectively, “**Trade X**” or the “**Debtors**”) will make a cross-motion to a Judge of the Commercial List as soon as the motion can be heard, at 330 University Avenue, 8th Floor, Toronto Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- In writing under subrule 37.12.1 (1);

- In writing as an opposed motion under subrule 37.12.1 (4);
- In person;
- By telephone conference;
- By video conference.

THE MOTION IS FOR AN ORDER:

- (a) Partially lifting the stay of proceedings provided for in the December 22, 2023, Receivership Order of Cavanagh J., to the extent required, to allow the Van Essen Companies, Responding Parties to the Receiver’s Motion, to file the Cross-Motion herein;
- (b) Dismissing the Receiver’s motion in its entirety;
- (c) Declaring that the Van Essen Companies are the beneficiaries of a constructive trust or, alternatively, a resulting trust over the proceeds of the sale of 38 vehicles transferred to Techlantic in August 2022 and amounting to \$1,912,588.28;
- ~~(d) Declaring that Wouter Van Essen did not conduct the December Transactions in his personal capacity;~~
- (e) Declaring that the \$1,723,495 (the “**Disputed Funds**”) are the Property of the Van Essen Companies;
- ~~(f) Requiring the Receiver to furnish documents relating to the sales of the 2022 Vehicles;~~
- (g) Declaring that the Disputed Funds in the Van Essen Companies’ accounts, if paid to Techlantic, would have constituted a ‘further advance of money’ or ‘extension

of credit' under section 7 of the Information Officer Order;

- (h) In the alternative, declaring that the Van Essen Companies were entitled to conduct balancing transactions or setoffs before the issuance of the Receivership Order on December 22, 2023;
- (i) Costs of this motion on a substantial indemnity basis; and
- (j) Such further or other order as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

A. Overview

1. Since November 2021, Techlantic and the Van Essen Companies have engaged in ongoing and cyclical business dealings related to vehicle purchases, sales and exports. As described in detail below, this relationship was overseen by Techlantic's parent company, Trade X, and involved injections of liquidity from the Van Essen Companies, numerous transactions, debits and credits in both directions and periodic balancing transactions where one party would receive a cash payment from the other.
2. The Receiver's motion seeks recovery of \$1,723,495 that was subject to a series of balancing transactions carried out in December 2023, where the Van Essen Companies applied the funds to reduce Techlantic's outstanding indebtedness.
3. These funds are not the Property of the Receiver. They were intentionally paid to the Van Essen Companies in furtherance of ongoing business dealings.
4. When the Van Essen Companies first decided to apply the funds to the outstanding indebtedness of the Techlantic in early December, the Information Officer Order dated December 12, 2023, was not even in place. The Receivership Order was not issued until

more than two weeks later.

5. The Van Essen Companies were entitled to undertake the balancing transactions when and how they did.
6. The Information Officer Order, issued on December 12, 2023, introduced a general stay. The stay was subject to an open-ended list of qualifiers and contained no setoff restriction.
7. The Information Officer Order otherwise maintained creditor rights, like the right to cease ‘further payments’ and ‘advances’ and the right to set off under section 97(3) of the *Bankruptcy and Insolvency Act* and other laws.
8. This cross-motion predominantly seeks to establish that the Van Essen Companies acted fully within their rights under the Information Officer Order (to the extent applicable) when the December Transactions occurred.

B. The December Transactions

9. The Receiver brings a motion concerning bank drafts received by the Van Essen Companies between December 7 and December 19, 2023, as applied outstanding amounts owed to them by Techlantic (the “**Bank Drafts**” and the “**December Transactions**”).
10. The critical dates concerning these transactions are as follows:

Dec 7, 2023	Van Essen Companies receive \$350,000 (Bank Draft No. 389621)
	Van Essen Companies receive \$350,000 (Bank Draft No. 389620)
Dec 11, 2023	Justice Penny issues the Information Officer Order, imposing a general stay subject to a non-exhaustive list of qualifiers and maintaining other creditor rights.

Dec 13, 2023	Van Essen Companies receive \$300,000 (Bank Draft No. 389656)
	Van Essen Companies receive \$300,000 (Bank Draft No. 389657)
Dec 19, 2023	Van Essen Companies receive \$300,000 (Bank Draft No. 389685)
	Van Essen Companies receive \$300,000 (Bank Draft No. 389686) ¹
Dec 22, 2023	Justice Cavanagh issues the Receivership Order, including a stay provision expressly barring setoff rights.
Dec 28, 2023	Counsel for the Van Essen Companies begins engaging with the Receiver, offering transparency and assistance <u>and advising that no further setoffs would be conducted from the date of the Receivership Order onwards</u> As of the Receivership Order date, the Van Essen Companies are owed \$189,093.28.

11. Setoffs or balancing exercises between Techlantic and the Van Essen Companies were common. The companies arranged their business dealings by mutual debits and credits, periodically settling outstanding amounts by balancing the accounts between them.
12. The Van Essen Companies procured vehicles for Techlantic. Techlantic then facilitated the export of vehicles. The Van Essen Companies would typically reinvest the funds collected upon the sale of the vehicles to procure more vehicles for Techlantic.
13. The December Transactions relate to amounts owing to the Van Essen Companies for 38 vehicles transferred to Techlantic in August 2022 and amounting to \$1,912,588.28 (the “**Misappropriated Vehicles**”)—a debt expressly acknowledged by Techlantic and its parent company, Trade X. There is no dispute about the amount of the debt.
14. The Van Essen Companies assert a constructive or resulting trust over the proceeds from the sale of the Misappropriated Vehicles, relying on invoice terms that state that the title of the vehicles transfers upon payment in full and that Techlantic’s actions—of reselling

¹ Copies of these bank drafts have been provided to the Receiver.

the vehicles without proper title constitutes misappropriation. ~~and that the Disputed Funds represent the partial proceeds of the but do not seek a determination of that issue at this interim motion, except insofar as it is required for the court to decide on the equities of the transactions at issue.~~

C. The Van Essen Companies

15. The Van Essen Companies are incorporated under the laws of the Province of Ontario, with their registered head offices located at 1467 Otis Ave., Mississauga, Ont. for 1309767 Ontario Limited and 700 Third Line, Oakville, Ont. for 2601658 Ontario Ltd. Wouter Van Essen is a director of both companies. Mr. Van Essen oversees their operations and is responsible for all business dealings.

16. The Van Essen Companies are engaged in the wholesale of vehicles. Until recently, they exclusively supplied Techlantic.

17. Mr. Van Essen does not conduct any business in his personal capacity. The Van Essen Companies completed the December Transactions, not Mr. Van Essen.

D. The Van Essen Companies Owe no Obligations to MBL, the Applicant

18. On February 5, 2021, Trade X entered a senior secured revolving credit agreement (the “**Trade X Senior Credit Agreement**”) with MBL Administrative Agent II LLC (“**MBL**” or the “**Applicant**”).

19. Trade X acquired Techlantic in August 2021.

20. Neither the Van Essen Companies nor Wouter Van Essen are subject to any agreement or obligations with MBL, and the Receivership does not change that.

E. The Van Essen Companies' History of Financial Support and Credit Arrangements

21. Shortly after the sale of Techlantic closed in October 2021, RBC withdrew a line of credit that had been heavily relied upon for interim liquidity purposes—supporting the buying and selling of vehicles.
22. The withdrawal of the RBC credit line presented challenges for Techlantic, particularly in light of the company's business model and operational needs.
23. The RBC credit line had been a cornerstone of Techlantic's financial structure, providing the liquidity necessary for its core operations, which involve exporting vehicles and handling HST remittance services.
24. The company's dealings, which relied on the fluidity and flexibility of funds to purchase vehicles for export and manage HST remittance effectively, found little accommodation in the structure of the Trade X Senior Credit Agreement. This misalignment meant that Techlantic was often left to navigate its financial obligations and operational needs without the necessary support, jeopardizing its ability to maintain the level of service reliability that its customers had expected.
25. Furthermore, the nature of Techlantic's transactions—where payments from the largest clients often came in the form of setoffs against new supply arranged from third parties—exacerbated the liquidity crunch. This deferred payment structure, while facilitating ongoing business relations and enabling a cycle of repeat business, required a level of

financial agility and immediate liquidity that the PRG agreement could not provide. The company's strategy to use liquidity, previously supported by the RBC line, became difficult to sustain under the new financial arrangements.

26. At the same time, it became evident that Techlantic's new parent company, Trade X, was experiencing significant liquidity issues. These financial difficulties led Trade X to rely increasingly on Techlantic for liquidity support, draining Techlantic's financial resources. This situation posed a substantial risk to Techlantic's operational stability and financial health.
27. The Van Essen Companies offered to assist in acquiring vehicles in Canada (the "**Liquidity Support Plan**").
28. On November 15, 2021, Edmund Chiu, Chief Financial Officer of Trade X, sent an email agreeing to proceed with the Liquidity Support Plan from the Van Essen Companies to safeguard Techlantic's business interests and customer relationships.
29. In broad terms, the Liquidity Support Plan was structured to reduce the working capital required by Techlantic, enabling it to repay loans. To this end, the Van Essen Companies were engaged to purchase vehicles on Techlantic's behalf and sell them to Techlantic at cost. Techlantic collected the associated profits upon resale of the vehicles.
30. The terms of this arrangement included a daily interest charge on the outstanding balance, billed monthly to Techlantic, to be recognized as an expense to Techlantic. Additionally, the Van Essen Companies initially implemented a per-vehicle charge to cover the operating costs associated. However, the Van Essen Companies later waived this operational charge.

31. The Liquidity Support Plan involved ongoing business transactions that resulted in mutual indebtedness. At any one point in time, Techlantic and the Van Essen Companies owed each other amounts for different transactions.
32. Techlantic and the Van Essen Companies agreed that instead of settling every single transaction individually, they would periodically settle the net amount owed by one to the other.
33. The ongoing transactions were critical to maintaining business relationships during a period of internal volatility at Techlantic. During the period of November 15, 2021, to approximately October 15, 2023, Techlantic profited from these dealings in the amount of an estimated \$3.2 million.
34. The timing of each settlement was dependent on cashflow, and the Van Essen Companies were sensitive to Techlantic's liquidity to the extent possible.
35. With these considerations in mind, the Van Essen Companies, at their discretion, deferred the settlement of the outstanding amounts for the Misappropriated Vehicles until applying funds to partially settle the outstanding amounts in December 2023.
36. In an email dated January 2, 2024, from Mr. Van Essen to Techlantic, Mr. Van Essen advised, "[the Van Essen Companies] deposited six cheques from Mr. Stephen Zhou, dated from November 28th to December 19th. These funds include a payment due to Techlantic Ltd. of \$1,723,495 CAD for vehicle orders from August 2023". The Bank Drafts were applied against Techlantic's indebtedness associated with the Misappropriated Vehicles on the dates they were received.

F. The Stephen Zhou Transactions

37. The Bank Drafts were received from 2424081 Ontario Inc., a company understood to be owned and controlled by Mr. Stephen Zhou (“**Zhou Ontario**”). Expanding the description of typical business dealings in paragraph 24 above, the transactions with Mr. Zhou were as follows:

1) The Van Essen Companies would purchase vehicles from Zhou Ontario and sell them to Techlantic at cost.

2) Techlantic would facilitate the export, shipping and HST remittance services concerning those vehicles, selling them to companies affiliated with Mr. Zhou in China (“**Zhou China**”).

3) Zhou Ontario, after selling vehicles to the Van Essen Companies, assisted the Van Essen Companies with collecting payments from end customers in China. Rather than remitting the collected amounts to the Van Essen Companies, Zhou Ontario applied these funds to the acquisition of new vehicles in Ontario.

4) Subsequently, these newly purchased vehicles were sold to the Van Essen Companies, effectively compensating for those previously dispatched to China. This arrangement settled the payments for vehicles delivered to China by providing new vehicles to the Van Essen Companies, streamlining the payment process. Any outstanding balances were addressed in subsequent transactions between the parties.

5) From August 2023 onward, Mr. Zhou was asked to pay for all vehicles by bank draft or wire, to simplify the HST claim process. Bank drafts were predominantly directed to the Van Essen Companies, save for limited exceptions.

6) The Van Essen Companies, at their discretion, set these payments off against debts owed to the Van Essen Companies by Techlantic or remitted them to Techlantic.

G. The Van Essen Companies and Techlantic Dealt at Arms-Length

38. Following the sale, from September 13, 2021 to November 1, 2023, Mr. Van Essen served Techlantic in a consulting capacity through Techlantic Consulting Ltd.

39. Mr. Van Essen's son, Eric Van Essen, remained at Techlantic.

40. All dealings between Techlantic and the Van Essen Companies were overseen by Techlantic's parent company, Trade X.

41. All dealings between Techlantic and the Van Essen Companies, including the Liquidity Support Plan referred to in paragraph 27, were endorsed by Trade X and at arm's length.

H. The Information Officer Order

42. On December 11, Penny J. issued an order (the "**Information Officer Order**"), among other things, adjourning the hearing of the Receivership Application until December 22, 2023, and appointing FTI Consulting as Information Officer in respect of the Debtors.

43. The Information Officer Order stated that no Person was under any obligation to make further advances of money or otherwise extend credit to the Debtors:

7. THIS COURT ORDERS that, notwithstanding anything else contained herein, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Debtors on or after the date of this Order, nor shall any Person be under any obligation on or after the date of the Order **to make further advance of money or otherwise extend any credit to the Debtors.** [emphasis added]

44. The Information Officer Order contained a standard stay provision **subject to a non-exhaustive list of qualifications** and **did not expressly limit setoffs.**

4. THIS COURT ORDERS that during the Stay Period, **and subject to, inter alia, section 101 of the CJA**, all rights and remedies of any individual, natural person, firm, corporation, partnership, limited liability corporation, trust, joint venture, association, organization, governmental body or agency, or any other entity (all of the foregoing, collectively being “Persons” and each being a “Person”) against or in respect of the Debtors, or affecting the Business, the Property or any part thereof, are hereby stayed and suspended except with leave of this Court. [emphasis added]

45. In contrast to the Information Officer Order, the Receivership Order issued on December 22, 2023, by Cavanagh J. (the “**Receivership Order**”) contained a stay provision limiting the setoff right.

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, **including, without limitation, setoff rights,** are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court[...][emphasis added]

I. The Van Essen Companies’ Good Faith Efforts

46. Within two business days of the Receiver’s appointment, on December 28, 2023, Counsel for the Van Essen Companies engaged with the Receiver’s counsel to inform it of the December Transactions. Thereafter, the Van Essen Companies, through their counsel, continually responded to specific information requests, demonstrating a commitment to good faith engagement.

47. The Receiver's response, however, was to demand the return of the funds, bypassing substantive engagement on the issues presented by the Van Essen Companies.
48. These efforts include engaging the Receiver on the issue of the Misappropriated Vehicles and seeking its assistance to trace the proceeds of their sale. The Receiver has not responded to this request.
49. The Van Essen Companies, as part of this motion, seek documents and information to enable them to trace the sale of the vehicles and the proceeds therefrom.

J. Additional Grounds

50. Section 111 of the *Courts of Justice Act*.
51. Section 97(3) of the *Bankruptcy and Insolvency Act*.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- a. The Affidavit of Wouter Van Essen, to be sworn;
- b. Such further and other evidence as the parties may submit and this Honourable Court may allow.

June 6, 2024

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Applicant Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

AMENDED NOTICE OF CROSS MOTION

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TAB 2

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BETWEEN:

**MBL ADMINISTRATIVE AGENT II LLC, as agent for POST ROAD
SPECIALTY LENDING FUND II LP (f/k/a MAN BRIDGE LANE
SPECIALTY LENDING FUND II (US) LP), and POST ROAD SPECIALTY
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Applicant

-and-

**Trade X GROUP OF COMPANIES INC., 12771888 CANADA INC., TVAS INC.,
TRADEXPRESS AUTO CANADA INC., Trade X FUND GP INC., Trade X LP FUND
I, Trade X CONTINENTAL INC., Trade X CAPITAL CORP., TECHLANTIC LTD. AND
Trade X OPS CANADA CORPORATION**

Respondents

AFFIDAVIT OF WOUTER VAN ESSEN

**I, WOUTER VAN ESSEN, of the City of Mississauga in the Province of Ontario, MAKE
OATH AND AFFIRM:**

1. I am the principal of 1309767 Ontario Ltd. (“**130 Ontario**”) and 2601658 Ontario Ltd. (“**260 Ontario**”, and together with 130 Ontario, the “**Van Essen Companies**”), and as such, I have direct and personal knowledge of the matters deposed to herein except where stated to be on information and belief, and where so stated, I believe them to be true.

A. The Purchase of Techlantic by Trade X

2. Robin Jones and I founded Techlantic Ltd. (“**Techlantic**”) in 2001 as a company engaged in the international trade of luxury vehicles. To that end, Techlantic enabled automotive trading customers worldwide to obtain financing and navigate the complexities of tax compliance and international regulation. Over nearly 22 years, Techlantic became a market leader in the industry by facilitating all aspects of trade financing, including trade finance of vehicles, tax claims, shipping, and letters of credit processing.
3. In 2018, I sold my shares in Techlantic to my son, Eric Van Essen (“**Eric**”). However, I remained involved as a consultant, working for Techlantic Consulting Ltd.
4. Techlantic was profitable, generating annual sales of over US\$105 million in 2020. Techlantic remained profitable until November of 2023.
5. In 2021, Techlantic’s two shareholders, Eric and Robin Jones, entered discussions with representatives from the Trade X Group of Companies (“**Trade X**”) about the acquisition of Techlantic.
6. On or about August 31, 2021, Techlantic concluded the sale of its business to Trade X. Techlantic became a wholly owned subsidiary of Trade X.
7. Eric became a Director with Techlantic after the sale to Trade X. He was also an employee of Trade X and reported to the Chief Financial Officer of Trade X.
8. As part of Techlantic’s sale to Trade X, I agreed to offer consultancy support to Techlantic.

9. Trade X drafted a consulting agreement between Techlantic Consulting Ltd. and Techlantic (the “**Consulting Agreement**”). I started working pursuant to its terms on or about September 13, 2021.
10. My primary contact points with Techlantic were Techlantic’s Directors, Ryan Davidson, Luciano Butera, and Eric.
11. Under the Consulting Agreement, I provided services and advice in the following areas: currency exchanges with Trade X; amendments to agreements with Post Road Specialty Lending Fund II (US) LP and its related companies; vehicle compliance; cash flow management; and other services as requested. A copy of the Consulting Agreement is attached to my affidavit as **Exhibit “A”**.
12. My brother, Tom Van Essen, was also a party to the Consulting Agreement.
13. After I served as a consultant to Techlantic for approximately two years, Techlantic terminated the Consulting Agreement, with compensation ending September 30, 2023. I understand this decision was made due to Techlantic’s lack of operating capital. A copy of the email confirming the termination of the Consulting Agreement is attached to my affidavit as **Exhibit “B”**. Thereafter, I engaged with Techlantic and Trade X only in relation to the transactions with the Van Essen Companies.
14. In addition to founding Techlantic, I also act as the principal (but not the owner) of the Van Essen Companies, which were incorporated in 1998 (1309767 Ontario Limited) and 2017 (2601658 Ontario Ltd.) under the laws of Ontario. The head offices for the two companies are 700 Third Line, Oakville, Ontario.

15. The Van Essen Companies and Techlantic are legally distinct entities that have always operated at arms' length, as further described below.
16. I supported Techlantic's sale to Trade X and wanted to see both companies succeed. Given that I had spent over twenty years helping Techlantic grow into a world-class enterprise, I was willing to help Techlantic transition into a subsidiary within the Trade X group of companies.
17. I have never been an officer, director, employee, contractor or shareholder of Trade X and have never received any financial compensation from Trade X.

B. Trade X Encounters Financial Difficulties

18. Shortly after the sale of Techlantic, RBC withdrew a twelve-million-dollar line of credit from Techlantic in October 2021, which had been heavily relied upon for operating capital purposes—i.e., supporting the buying and selling of vehicles.
19. Trade X had no independent ability to replace this operating capital.
20. Trade X management and the Van Essen Companies agreed that the Van Essen Companies would assist Techlantic by acquiring vehicles in Canada and then selling them to Techlantic at cost (the "**Liquidity Support Plan**").
21. On November 15, 2021, Edmund Chiu, Chief Financial Officer of Trade X, sent an email agreeing to proceed with the Liquidity Support Plan to safeguard Techlantic's business interests and customer relationships. Attached as **Exhibit "C"** to my affidavit is a copy of the email correspondence from Mr. Chiu, dated November 15, 2021.
22. The Liquidity Support Plan was structured to reduce Techlantic's working capital requirements, enabling it to repay loans and continue as Trade X failed to raise the

required working capital for its operations. To this end, Van Essen Companies purchased vehicles for Techlantic and then sold them to Techlantic at cost. Techlantic collected the associated profits upon resale of the vehicles.

23. The terms of this arrangement included a daily interest charge on the outstanding balance, billed monthly to Techlantic as service fees. The interest rates charged to Techlantic were equal to or less than prevailing market rates. Trade X and the Van Essen Companies negotiated this arrangement at arm's length.
24. The Van Essen Companies initially implemented a \$100 per vehicle charge to cover operating expenses associated with this financing. However, the Van Essen Companies later waived the operational charge, saving Techlantic an estimated \$10,000 to \$15,000 per month with the understanding that some Techlantic staff would assist in administering and accounting for such transactions.
25. Without the support of the Van Essen Companies, Techlantic's business could not have operated at all. This is because the only available credit facility, the Global Facility, discussed below at section 'D', could only be accessed once a vehicle was already acquired and even then, the Global Facility was subject to numerous restrictions that made it impractical and nearly impossible for the transactions with Techlantic's long term clients.
26. The ongoing transactions were critical to maintaining long-term business relationships that depended on reliability during a period of internal volatility at Techlantic.
27. From November 15, 2021, to approximately October 15, 2023, the Van Essen Companies purchased \$188 million worth of vehicles for Techlantic and Trade X. Techlantic profited

from these dealings in the amount of an estimated \$3.149 million (even after booking losses against these profits). Trade X profited even more, but the amount is unknown to me.

28. While the attached email correspondence, designated as Exhibit “C”, outlines the financial transactions and the intent to charge monthly interest “as an expense to the lending parties,” the actual execution of this involved charging a consulting fee at month’s end from the Van Essen Companies to Techlantic. This was done to simplify the financial accounting, as vehicles were sold at cost, without markup, ensuring clarity and transparency in the financial statements.
29. In addition to the Liquidity Support Plan, the Van Essen Companies occasionally provided Techlantic with other short-term financial support. For example, in October 2023, when Techlantic was experiencing difficulties satisfying its payroll, the Van Essen Companies agreed to cover the obligations on an interim basis. Attached as **Exhibit “D”** to my affidavit is a copy of email correspondence between myself and Techlantic and Trade X officers from October 31, 2023, confirming the foregoing.
30. I never meant the support provided by the Van Essen Companies to Techlantic to be a permanent solution. Rather, the intent of all parties (*i.e.*, the Van Essen Companies, Techlantic and Trade X) was for Trade X to resolve its financial difficulties so that Trade X and Techlantic could be self-sufficient. To that end, Trade X planned to sell one of its other subsidiary companies, 13517985 Canada Inc. o/a Wholesale Express (“**Wholesale Express**”), in late 2022/early 2023. The sale of Wholesale Express by Trade X would have generated positive cash flow for Trade X, and Techlantic would not have needed the Van Essen Companies’ support. Attached as **Exhibit “E”** to my affidavit is an email

between Eric and myself, dated April 18, 2023, confirming that the Van Essen Companies never intended to support Techlantic, or Trade X for that matter, indefinitely.

31. When the Van Essen Companies purchased vehicles for Techlantic, the steps were as follows:

- a. On the instruction of Techlantic, the Van Essen Companies would acquire a vehicle from a third party;
- b. The Van Essen Companies would sell that vehicle to Techlantic;
- c. Techlantic would accept the vehicle without title, which would remain with the Van Essen Companies, until such time when the Van Essen Companies were paid in full;
- d. Techlantic would export the vehicle and collect payment from the third-party purchaser;
- e. If the third-party purchaser paid promptly, Techlantic would pay the Van Essen Companies promptly, but some third-party purchasers were known to pay slowly, in which case, either,
 - i. The Van Essen Companies financed the vehicle in the interim period (on the terms described in paragraph 21 to 23, above); or
 - ii. Techlantic would get financing from MBL; and
- f. The Van Essen Companies would be repaid once Techlantic had liquidity. The Van Essen Companies would then transfer title to the vehicles.

C. The MBL Facility

32. Before purchasing Techlantic, Trade X entered into two senior secured revolving credit agreements with MBL Administrative Agent II LLC (“**MBL**”), who was acting as an administrative agent on behalf of a syndicate of lenders. The first of the agreements was executed on February 5, 2021 (the “**Domestic Facility**”), while the second was executed on September 27, 2021 (the “**Global Facility**”).
33. In December 2021, the Global Facility was amended to include Techlantic. Neither I nor the Van Essen Companies have ever been parties to any agreement with MBL.
34. I have read Westin Lovy’s affidavit, sworn on December 4, 2023 (the “**Lovy Affidavit**”). In it, Mr. Lovy describes the steps involved with advances under the Global Facility (para. 27). However, there are some inaccuracies about the steps described. I note the inaccuracies below, and terms not otherwise defined are as defined in the Lovy Affidavit.
 - a. Mr. Lovy’s affidavit describes in Step 1 that a seller sells a vehicle to Trade X Canada or Techlantic using either the Trade X Platform or direct purchase agreements (the “**First Tier Purchase**”). According to the affidavit, the Trade X Purchaser uses its own funds to pay for the vehicle and handles the export of the vehicle to the final buyer, including covering all related taxes and duties on behalf of the buyer. However, Techlantic had no funds to complete these purchases because Trade X had drained Techlantic’s liquidity. Because Techlantic could only access the Global Facility where it had already purchased a vehicle, the system effectively required the support of the Van Essen Companies.
 - b. Mr. Lovy’s affidavit describes Step 2 as follows: the Trade X purchaser sells the vehicle to Trade X Indiana, along with all of Trade X Purchaser’s rights under the

initial purchase agreement, pursuant to a purchase and sale agreement between Trade X Purchaser and Trade X Indiana. However, this description implies that the purchaser's rights would include the title to the vehicle. In practice, in Ontario, one cannot prove ownership of a vehicle without proof of full payment. Title to the vehicle only transfers once the initial purchase has been paid for in full. Therefore, at this stage, the transferred rights are contingent on the final payment, making the process described in the affidavit incomplete. Furthermore, Techlantic sold the vehicle directly to the end client for export overseas in all but limited exceptions, and Step 2 did not occur.

- c. Mr. Lovy's affidavit describes Step 3 as follows: Where Step 2 did occur, Trade X Indiana sells the rights in the vehicle to another Trade X entity, along with all of Trade X Purchaser's rights under the initial and second-tier purchase agreements, pursuant to a sale agreement between Trade X Indiana and another Trade X entity. The Lovy Affidavit goes on to say that Trade X Indiana grants this Trade X entity a security interest in, among other things, the vehicle acquired from Trade X Purchaser and its rights under the second-tier purchase agreement. However, this description is inaccurate because Trade X Indiana could not grant a security interest in something it did not have title to. Since title to the vehicle would only pass upon full payment of the initial purchase, Trade X Indiana did not possess the necessary title to grant such a security interest at this stage.
- d. Mr. Lovy's affidavit describes Step 4 as follows: After the parties enter into the Step 3 purchase agreement, the Trade X entity delivers an advance request to MBL to finance the purchase price for the vehicle. Among other things, as a condition to the

lenders making the requested advance, the Trade X entity must have granted MBL a valid and perfected first-priority security interest in the vehicle. I have no firsthand knowledge of this step. I have not seen any evidence of a valid and perfected first-priority security interest. However, if the initial purchase was not fully paid, it is unclear how MBL could gain a security interest in the vehicle and whether such interests could have been perfected under these circumstances.

- e. Mr. Lovy's affidavit describes Step 5: Upon satisfying the conditions outlined above in Step 4, the lenders advance to Trade X Purchaser on behalf of another Trade X entity. This is also when the vehicle becomes a "Financed Vehicle" under the credit facilities and forms part of the collateral that is subject to the security interests. The vehicle is then added to the borrowing base of the credit facilities. I have no direct knowledge, but I believe that Techlantic (as Trade X Purchaser) never received funds from MBL directly but did receive funds indirectly from one of the Trade X entities (Trade X OPS Global Funding 1 LLC).
- f. Mr. Lovy's affidavit describes in Step 6 that an End Buyer purchases the Financed Vehicle from Trade X Indiana through the Trade X Platform pursuant to an electronic purchase and sale agreement between Trade X Indiana and the End Buyer. However, Techlantic mostly sold the vehicles for export overseas directly to the end client as described above. The Trade X Platform was not used.
- g. Mr. Lovy's affidavit describes in Step 7 that the Financed Vehicle is transported to the importing country and arrives at the destination port, and is cleared through customs, where the End Buyer pays the purchase price balance for the Vehicle to the Borrower. In the case of Techlantic, a vehicle would not clear customs until

payment had been received in full from the End Buyer to avoid losing control over the vehicle. Further, I believe payments were made to the Trade X entity, which sold the vehicle and not to the Borrower directly.

- h. Mr. Lovy's affidavit describes in Step 8 that the Borrower uses the End Buyer Payments held in the Collection Account to repay the Advance made by the Lenders under Step 4. This step cannot be accurate where Step 4 does not apply. In any event, Techlantic did not have direct access to a Collection Account as MBL never activated one for Techlantic's use.
- i. Mr. Lovy's affidavit describes in Step 9 that the Borrower and MBL authorize Trade X Indiana to release the Vehicle to the End Buyer. Trade X Indiana retitles the Vehicle to the End Buyer and coordinates delivery. I have no knowledge about what has been described. It is unlikely Trade X Indiana retitles and releases vehicles it never purchased from a First Tier Purchaser and to which it had no title.

D. The 2022 Vehicles

- 35. In August of 2022, the Van Essen Companies procured vehicles for Techlantic, as they had done on many prior occasions. Specifically, the Van Essen Companies procured 38 vehicles worth \$1,912,588.28, which were then transferred to Techlantic (the "**2022 Vehicles**"). Copies of the invoices for the 2022 Vehicles are attached to my affidavit as **Exhibit "F"**.
- 36. Both companies reported the transfer of the 2022 Vehicles as a balance owed by Techlantic to the Van Essen Companies. This has never been disputed by Techlantic or Trade X.

37. Although the 2022 Vehicles were transferred to Techlantic, the Van Essen Companies maintained title to the 2022 Vehicles due to the express invoice terms (as shown in Exhibit 'F'), which confirmed that title remained with the Van Essen Companies until the complete settlement of payment was received. The relevant terms are included below:

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

38. Because of these invoice terms, I understand that the proceeds of these vehicles were never Trade X's property and that MBL cannot have any security in relation to them.
39. While payment remained outstanding, the 2022 Vehicles were transferred from Techlantic to a subsidiary company of Trade X in Indiana ("**Trade X Indiana**").
40. It now appears to me that subsequently, Trade X staff pledged these 2022 Vehicles to MBL as extra security, although no payment was received by Trade X nor Techlantic from MBL and Trade X Indiana never had title to them. It is now my belief that MBL ultimately collected funds when Trade X Indiana sold the 2022 Vehicles even though payment should have gone back to the Van Essen Companies.
41. I have confirmed that some of the 2022 Vehicles have been sold based on Vehicle History Reports reported by Carfax (the "**Carfax Reports**"). Copies of the Carfax reports confirming the sale of the 2022 Vehicles is attached to my affidavit as **Exhibit "G"**.
42. When I became aware of this transfer in late 2022, I sought repayment on the invoice terms. Trade X agreed to an Irrevocable Letter of Direction on January 30, 2023, whereby Trade X agreed to compensate the Van Essen Companies for transferring the 2022

Vehicles from Techlantic to Trade X (the “**ILD**”). The ILD did not override the Van Essen Companies' existing proprietary rights to the 2022 Vehicles. A copy of the ILD is attached to my affidavit as **Exhibit “H”**.

43. The Van Essen Companies agreed to the ILD in light of the liquidity crunch of both Techlantic and Trade X at the time. Nonetheless, I fully expected and was assured by Trade X that the amount owed to the Van Essen Companies relating to the transfer of the 2022 Vehicles would be paid once Trade X resolved its liquidity issue with the sale of Wholesale Express.

E. Changes to Dealings

44. After the Van Essen Companies' experience with the 2022 Vehicles, I decided it was too risky to purchase vehicles on Techlantic's behalf.
45. It was clear that my companies were taking on more risk than we anticipated because if we released the vehicle before obtaining payment, we had no ability to control the timing of the repayment of the funds owed to us (even though my interests were secured through the invoice payment terms). At that time, it was up to that Trade X entity to repay Techlantic so it could repay the Van Essen Companies. But, Trade X had shown that they were willing to pledge vehicles to the Global Facility despite not having a title to them (as they had done for the 2022 Vehicles) and I wanted some security against the confusion that would cause.
46. I advised Trade X that I would no longer release any vehicles before the Van Essen Companies were paid in full. Practically, this meant that the Van Essen Companies would monitor the transactions closely to ensure that payments were received. We also required

Techlantic to hold the bills of lading for shipments on the Van Essen Companies' behalf until those payments were received.

47. To my knowledge, Trade X's management never complained about its dealings with the Van Essen Companies. To the contrary, in addition to the plain commercial advantages offered by these dealings, Trade X benefitted from the good faith and transparent way the Van Essen Companies transacted. See, for example, Exhibit D, hereto.

F. Zhou Transactions

48. 242081 Ontario Inc., a company operated by Stephen Zhou ("**Zhou Ontario**"), was one of Techlantic's largest clients. However, after Trade X purchased Techlantic, Zhou Ontario started dealing directly with the Van Essen Companies because only the Van Essen Companies could provide the financing that these transactions required. Zhou Ontario traded mainly in high-end new Mercedes with a new purchasing cost well above MSRP (manufacturer's suggested retail price), but the Global Facility focused on trading used vehicles at or below MMR (a used vehicle market price indicator). Therefore, for these high-end vehicles, the Global Facility could only provide financing for approximately 70% of the vehicle cost price, and there were no other Trade X funds to finance the balance.
49. Zhou Ontario vehicles were purchased by the Van Essen Companies and transferred to Techlantic, which was responsible for delivering to companies (*i.e.* export and HST services) in China affiliated with Zhou Ontario ("**Zhou China**").
50. Since Trade X purchased Techlantic, Zhou China has transacted directly with the Van Essen Companies with limited exceptions in September and October 2023.

51. In June 2023, certain amendments were made to the Global Facility to increase the amount of financing that could be provided on a per-vehicle basis. It was only then that MBL financing became an option for Zhou Ontario transactions.
52. After the amendment to the Global Facility in June 2023, Techlantic started to finance approximately 50% of the Zhou Ontario vehicles. This did not impact the structure of the business transactions between the Van Essen Companies and Zhou Ontario or Zhou China, because approximately half of the transactions still required alternative financing from the Van Essen Companies where the Global Facility terms could not be met or where the payment timeline was too long for MBL's standards (payment for vehicles exceeded 60 days after arrival at destination).
53. Up to September 2023, the majority of the transactions between the Van Essen Companies and Zhou China were set-offs. Zhou Ontario would provide vehicles in consideration for those delivered in China. Zhou China and the Van Essen Companies frequently settled any outstanding amounts through subsequent wire payments.
54. The Van Essen Companies, at their discretion, set these payments off against debts owed to them by Techlantic or remitted them to Techlantic (the "**Van Essen Balancing Payments**").
55. During the period from January 6, 2022, to November 30, 2023, there were 64 Van Essen Balancing Payments related to Zhou Ontario and Zhou China, amounting to \$37,644,144.50. This relates to approximately 363 vehicles that were purchased by Zhou China and paid directly to the Van Essen Companies. The Techlantic General Journal sheet that provides this information is attached hereto as **Exhibit "I"**.

56. This process worked very well in many respects, but it had created some complications in the HST claims process. From September 2023 onward, Zhou Ontario (on behalf of Zhou China) was asked to pay for all vehicles by bank draft or wire to simplify the HST claim process. My brother, Tom Van Essen, advised Mr. Zhou of this in a meeting on September 1, 2023.
57. Mr. Zhou, for the first time, tried to pay Techlantic directly in September and October 2023, but that experiment failed because Techlantic's banking was not nimble enough. RBC did not honour bank drafts on the day of deposit for Techlantic, holding them for five working days. The payments during this period were as follows:
- a. On September 1, 2023, Mr. Zhou advised that he made a deposit to the Techlantic RBC account for \$768,943.
 - b. On September 11, 2023, Mr. Zhou advised that he made a deposit to the Techlantic RBC account for \$554,962.
 - c. On September 27, 2023, Mr. Zhou made a payment via the Van Essen Companies in the amount of \$1,893,000.
 - d. On October 16, 2023, Mr. Zhou planned to provide two drafts totaling \$1.1 million made out to Techlantic, which he did. These funds were held by RBC for 5-business days.
58. On October 20, 2023, Tom Van Essen advised Mr. Zhou that RBC had put the drafts on hold for Techlantic and requested that Mr. Zhou make future payments by wire or, where Mr. Zhou wanted to use bank drafts, to make them out to the Van Essen Companies.

59. On October 29, 2023, Eric communicated with Mr. Zhou about the delays in the Zhou China payments, which put the transactions outside the terms of the MBL Global Facility because the payments took longer than 60 days after the vehicle arrived at its destination.
60. The Receiver alleges, “In the fall of 2023, Techlantic and the Van Essen Companies seem to have shifted funds from, and vehicles sold to, Mr. Zhou between the two companies.” This is not the case.
61. The Van Essen Companies did not divert funds during the financial difficulties experienced at Trade X. The opposite is true. Around the middle of October 2023, MBL asked Trade X and Techlantic to stop all transactions (the “**MBL Directive**”). Trade X senior management thereafter directed Techlantic to find other ways to continue operations so that revenue would continue to flow to Techlantic and Trade X while the sale of Wholesale Express was finalized.
62. Eric has advised me that it was with this direction in mind that he sent the October 30, 2023 email to Trade X’s senior leadership team to advise that Techlantic clients would enter into transactions directly with 130 Ontario and pay a commission to Techlantic on those transactions:

I just wanted to formally inform you that to maintain clients and to try to generate some revenue to contribute to overhead while TRADE X sorts things out with PRG, we have decided to do transactions with several clients directly with 1309767 Ontario Limited. This is a new way to transact, so I don’t have formulas setup yet, but the plan is to calculate and track a commission payment due to Techlantic where the net result on margin distribution is similar to current/previous operations. We hope to shift everything back to Techlantic once there is stability.

This email is attached hereto as **Exhibit “J”**.

63. Eric advised me that he thought this approach would benefit Techlantic because it would allow Techlantic to earn a commission equivalent to the margin it would have earned before, while funding to all other business streams had been halted. No one from Trade X senior management opposed this plan.
64. From my perspective, the key benefit was that the long-term clients would not be lost amidst what I thought would be a temporary pause in business until the Wholesale Express deal concluded.
65. Prior to the MBL Directive, the Van Essen Companies collected payments directly from Stephen Zhou and one other customer. After the MBL Directive, the Van Essen Companies dealt with more customers directly.
66. I thought the MBL Directive was temporary and that Trade X would be able to resolve the concerns of MBL when the sale of Wholesale Express concluded. I was willing to help Techlantic on this temporary basis. Had I thought the pause would be permanent or that Techlantic would not be able to continue, I would not have agreed to terms that paid Techlantic commission gratuitously.
67. On October 30, 2023, Techlantic, the Van Essen Companies and Mr. Zhou participated in a call. The Receiver relies on the notes from this call to support the proposition that we changed our interactions with Mr. Zhou after that date. We did change our interactions, but not in the way the Receiver assumes. Mr. Zhou had already been paying the Van Essen Companies directly, save for limited exceptions in September and October of 2023. This call was about the MBL Directive to stop transactions and how business would have to be structured while Wholesale Express deal was pending.

G. The 2023 Vehicles

68. In August and September 2023, the Van Essen Companies purchased 14 vehicles from Zhou Ontario (the “**2023 Vehicles**”).
69. The transactions surrounding the 2023 Vehicles were as follows:
- a. The Van Essen Companies purchased 14 vehicles from Zhou Ontario, that had a total value of \$1,723,595;
 - b. The Van Essen Companies sold these 14 vehicles to Techlantic at cost;
 - c. Techlantic financed these 14 vehicles with MBL and paid the Van Essen Companies;
 - d. Techlantic facilitated the export, shipping and HST remittance services concerning those vehicles, selling them to Zhou China;
 - e. Zhou Ontario, after selling vehicles to the Van Essen Companies, assisted the Van Essen Companies with collecting payments from Zhou China;
 - f. Between December 7th and December 19th, 2023, Zhou Ontario remitted payment on behalf of Zhou China to the Van Essen Companies via six bank drafts of \$1.9 million; and
 - g. The Van Essen Companies deposited these bank drafts on December 19, 2023 and applied the funds to outstanding amounts Techlantic owed them (the details and amounts are included in paragraphs 75 and 76, below).
70. I understand that the Receiver challenges these transactions because they “occurred nine days after the Interim Order was issued and only two days before the Receivership Order was issued”. However: 1) the practice of Mr. Zhou (and other end purchasers) paying the Van Essen Companies directly was long-standing; 2) the first two setoffs happened before

the Information Officer Order was issued; and 3) the last four setoffs happened after the Information Officer Order was in place. The Information Officer Order did not bar setoffs, and I did not anticipate that the Receivership would occur.

71. In the fall of 2023, my focus was on the terms of the sale of Wholesale Express. Trade X was in negotiations with the purchaser, MBL and other lenders. In or around October 27, 2023, Trade X sought to renegotiate the terms of my ILD. Those negotiations never concluded, but in November 2023, the proposed deal terms were revised to remove payments of ILDs. The deal was being restructured to delay further payment owed to the Van Essen Companies. The proposed draft amended ILD is attached to my affidavit as **Exhibit “K”**.
72. When I conducted the setoffs, I did so with this context in mind, facing negotiations that would have resulted in delays in the payment to the Van Essen Companies.

H. Trade X Enters Receivership

73. I am advised by Ms. Beale, my counsel, and verily believe that MBL commenced an application seeking to appoint FTI Consulting (“FTI”) as a receiver over property and funds owned by Techlantic. However, I did not receive notice until December 22, 2023, that FTI had been appointed Receiver. In any case, the Zhou Transactions described above had already been completed by that point.
74. For greater certainty, the Van Essen Companies received bank drafts from Mr. Zhou in the following amounts on the following dates:
- a. December 7, 2023: Bank Draft No. 389621 in the amount of \$350,000;
 - b. December 7, 2023: Bank Draft No. 389620 in the amount of \$350,000;

- c. December 13, 2023: Bank Draft No. 389656 in the amount of \$300,000;
- d. December 13, 2023: Bank Draft No. 389657 in the amount of \$300,000;
- e. December 19, 2023: Bank Draft No. 389685 in the amount of \$300,000;
- f. December 19, 2023: Bank Draft No. 389686 in the amount of \$300,000.

75. Copies of the bank drafts are attached to my affidavit as **Exhibit “L”**.

76. The total amount paid to the Van Essen Companies via these six bank drafts was \$1.9 million, of which \$1,723,495 would have been paid by the Van Essen Companies to Techlantic, but for Techlantic’s outstanding debt to the Van Essen Companies. The Van Essen Companies are still owed \$189,093.28 for the 2022 Vehicles.

77. I instructed Ms. Beale to report these transactions to FTI on or about December 28, 2023. To be clear, FTI did not request this information from us. Rather, I advised Ms. Beale to report these transactions to FTI to be fully transparent and to assist FTI in their duties as the Receiver. Further, I am advised by Ms. Beale, and I verily believe that she informed counsel for FTI that no set-offs would occur after the date of the Receivership Order. Copies of the email correspondence between Ms. Beale and counsel for FTI are attached to my Affidavit as **Exhibit “M”**.

I. The Van Essen Companies Operate at Arm’s Length

78. Eric is indeed my son, and he was a Techlantic Officer when the setoffs occurred.

79. I did not have any control over Techlantic. I engaged with it on commercially reasonable terms. I was asked for advice from time to time, and I wanted to see Techlantic succeed, but I had no stake in it and no ability to impact decision-making.


80. Techlantic’s parent company, Trade X, had complete discretion over its business.

81. My son Eric has advised, and I believe, that Trade X did not permit Techlantic any operational independence. This caused him great frustration.
82. One key example was Trade X's unilateral decision in or around December 2022 to pledge Techlantic's unpledged receivables and assets (including vehicles purchased by the Van Essen Companies, but not yet paid for) to Trade X's lenders without the knowledge and awareness of Eric or anyone else at Techlantic.
83. The business between the Van Essen Companies and Techlantic was under the same oversight. Trade X was aware of all dealings between Techlantic and the Van Essen Companies and received daily updates on all incoming and outgoing funds.
84. I make this affidavit in response to the motion brought by the Receiver in support of the Van Essen Companies' cross-motion and for no improper purpose.

Sworn remotely by Wouter Van Essen)
of the City of Mississauga in the Province)
of Ontario before me at the City of)
Toronto in the Province of Ontario on)
this 6th day of June, 2024, in)
accordance with O. Reg. 431/20,)
Administering an Oath Remotely.)



Alexis Beale
Commissioner for Taking Affidavits, etc.



Wouter Van Essen

EXHIBIT A

This is Exhibit "A" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE



CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT (the “Agreement”) effective Sept. 13, 2021
BETWEEN:**

TECHLANTIC LTD. (A TRADE X COMPANY)
(the “Company”)

- AND -

Techlantic Consulting Ltd.
(the “Consultant”)

- AND -

Tom Van Essen and Wouter Van Essen
(the “Principals”)

1. Term. This Agreement shall commence as of **Sept. 13, 2021** and shall continue until **Sept. 13, 022** (*such period, as it may be extended by mutual agreement of the parties, being referred to as the “Term”*) unless sooner terminated in accordance with the terms of this Agreement. Upon the expiry of this Agreement, the Consultant acknowledges and agrees that the Company has no further obligations to the Consultant.
2. Consulting Relationship. The Consultant agrees during the Term to be available to provide consulting services to the Company as may from time to time be agreed between the Company and the Consultant (*collectively, the “Consulting Services”*). The Consultant primary contact will be the **Directors of Techlantic Ltd.** concerning the Consulting Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Directors.

The Consultant agrees that it shall cause **the Principals** to provide the Consulting Services pursuant to this Agreement. The Consultant represents and warrants that **the Principals** will act honestly and in good faith and in the best interests of the Company, and that it shall cause **the Principals** use the professional care, diligence and skill necessary to ensure that the Consulting Services are provided and completed to the reasonable satisfaction of the Company. The Consultant will ensure that it will comply with all applicable laws and all applicable regulations, rules, codes, orders and standards imposed by the applicable federal, provincial or local government authorities with respect to the provision of any Consulting Services. The Consultant may not subcontract the provision of these Consulting Services to any third party or assign any person other than **the Principals** to perform and/or act as lead for any of the Consulting Services without receiving prior written consent from the Company.

The Company acknowledges that the Consultant may perform consulting services for and on behalf of third parties other than the Company during the Term, provided that: (i) **the principals are** available to perform in a timely manner the Consulting Services; and (ii) the performance of services by the Consultant and/or **the Principals** for and on behalf of the third party does not create a conflict of interest in respect of the Consultant's obligations to the Company, whether under this Agreement or otherwise.

3. Fees. As consideration for the Services to be provided directly by Consultant and other obligations, the Company shall pay to Consultant **\$ 150.00/hr.** plus any applicable HST payable in respect of such Consulting Services. The billable hours will not exceed 40 hours per week for all principles combined.

The Consultant further agrees that all previous agreements, written or oral, express or implied between you and the Company relating to the subject matter of this Agreement are terminated and cancelled without any liability or cost to the Company and the Consultant waives any claims against the Company in relation to any such previous agreements. Specifically, the Consultant agrees that this Agreement supersedes and replaces the terms of the previous Consulting Agreement dated **July 20, 2001**.

4. Invoice. The Consultant shall render an invoice to the Company by no later than the 15th day of each month for the services rendered in the previous calendar month for the monthly Consulting Fees set out above, plus any HST or other applicable taxes payable in respect of the services performed and any pre-approved expenses actually and properly incurred by the Consultant (*including all receipts for accounting, tax, and audit purposes*). The Company shall pay the amounts owing to the Consultant for the Consulting Fees and any pre-approved expenses within fifteen (15) days of receiving such invoice.
5. Expenses. Consultant shall not be authorized to incur on behalf of the Company any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company's Directors, which consent shall be evidenced in writing for any expenses. As a condition to receipt of reimbursement, Consultant shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to render their services.
6. Termination.

a) Expiry of the Term

The Consultant and the Company acknowledge and agree that this Agreement will automatically terminate upon the expiry of the Term. Upon expiry of the Term, the Company shall have no further or other obligations to the Consultant whatsoever arising out of the termination of this Agreement save and except for only any remaining Consulting Fees which are due and payable by the Company and any expenses actually and properly incurred by the Consultant for the period up to, and including, the expiry of the Term.

b) Termination for Material Breach

The Company may terminate this Agreement with immediate effect, at any time, if the Consultant commits a material breach of this Agreement, provided that if such breach is curable (*as determined by the Company, acting reasonably*), the Company shall first give the Consultant notice of such breach in writing and the Consultant shall have ten (10) days to cure such breach. "Material breach" is defined as follows: (i) a material breach of this Agreement by either Party or the Principal; (ii) either Party or the Principal commits wilful misconduct, wilful neglect or default in carrying out its or

his obligations under this Agreement; (iii) the Consultant or the Principal breaching or threatening to breach its or his confidentiality obligations; (iv) either Party or the Principal materially failing to comply with any applicable law or regulation while providing the Services; or (v) any other act or omission that is determined to constitute a material breach by an arbitrator appointed pursuant to this Agreement or any court or tribunal of competent jurisdiction.

If the Company terminates this Agreement pursuant to this Section, the Company shall only be liable for any remaining Consulting Fees which are due and payable by the Company and any expenses actually and properly incurred by the Consultant for the period up to, and including, the effective date of termination. Upon payment of these amounts, the Company shall have no further or other obligations to the Consultant whatsoever arising out of the consulting relationship between the Consultant and the Company and/or the termination of this Agreement and the relationship between the Consultant and the Company.

c) Termination by Consultant/Company

Either party may terminate this Agreement, for any reason by giving the other party notice equal to the lesser of thirty (30) days and the unexpired portion of the Term of this Agreement. If the Company or the Consultant provides written notice of termination pursuant to this section, the Company shall be liable only for the Consulting Fees which are due and payable by the Company and any pre-approved expenses actually and properly incurred by the Consultant for the period up to, and including, the effective date of termination. Upon receipt of these amounts, the Company shall have no further or other obligations to the Consultant whatsoever.

7. Return of Company Property. Upon the termination of this Agreement for any reason, or otherwise upon the request of the Company, the Consultant shall immediately return to the Company any and all property used in connection with provision of the Consulting Services and any other property and Confidential Information (as such term is defined below) that may be in the Consultant's possession, care or control. Further, the Consultant shall delete and destroy any hard or electronic copies of such Confidential Information including, and for certainty, any files on any computer system, retrieval system or database that is not in the possession or control of the Company that may contain any Confidential Information.
8. Independent Contractor. The relationship between the Company and the Consultant is an independent contractor relationship for the purposes of all applicable legislation. Nothing in this Agreement is intended as inducement to leave any past / current engagements nor shall it be interpreted to create any relationship, whether employer/employee, joint venture, agency, association, partnership or otherwise, between the Company and the Consultant, or between the Company and any of the Consultant's employees, consultants, representatives or agents (including, for certainty, Tom Van Essen and Wouter Van Essen other than an independent contractor relationship between the Company and the Consultant as set out herein. For further clarity, the parties agree that **Techlantic Consulting ltd.** is not an employee, agent, partner or joint ventures of the Company for any purpose whatsoever. Nothing in this Agreement shall be construed so as to make **Tom Van Essen and Wouter Van Essen** an employee of the Company.
9. The Consultant is solely responsible for maintaining its own insurance, including, without limitation, workers compensation coverage. The Consultant shall provide the

Company with evidence of such coverage, including a clearance certificate provided by the Ontario Workplace Safety Insurance Board, upon request by the Company. If the Consultant is not required to obtain workers compensation coverage because it falls into an exempt status, the Consultant shall provide proof of such exempt status to the Company.

10. Indemnity.

The Consultant acknowledges that it is solely responsible for the calculation, deduction and remittance of any Taxes or other statutory withholdings required in connection with, or arising from, the receipt of the Consulting Fees or any other amounts paid by the Company pursuant to this Agreement or in connection with the performance of the Consulting Services. For the purposes of this Agreement, “**Taxes**” shall mean all federal, provincial and municipal taxes or other required statutory deductions and withholdings including, without limitation, income taxes, Employment Insurance premiums, Canada Pension Plan contributions, remittances for HST, or workers compensation premiums, Employer Health Tax or any other applicable taxes.

If the Canada Revenue Agency, or other applicable government department or agency, for whatever reason, seeks from the Company or from any director, officer or employee of the Company, any Taxes arising from the payment of the Consulting Fees or other amounts paid by the Company pursuant to this Agreement or arising from any payments made by the Consultant to **Tom Van Essen and Wouter Van Essen**, the Consultant and **Tom Van Essen and Wouter Van Essen** agree to jointly and severally indemnify and hold harmless the Company and any of its directors, officers and employees, for the amount of any such Taxes (including any applicable interest and penalties on the Taxes). The Consultant and **Tom Van Essen and Wouter Van Essen** further agree to jointly and severally indemnify and hold the Company harmless from and against any and all claims, liabilities, damages or losses arising out of or in connection with the Consultant’s delivery of the Consulting Services hereunder or arising out of the Consultant’s negligence or its failure to comply with the terms of this Agreement or from the establishment or characterization of the relationship between the Company and the Consultant and/or **Tom Van Essen and Wouter Van Essen** as an independent contractor.

11. Agreement on Scope of Consultant’s Services. All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed to between the Consultant and the Company’s Directors.
12. Company Policies. Consultant agrees to abide by the Company’s Policies as they may be established or amended by the Company, from time to time, including those that may arise after the commencement of this Agreement.
13. Confidential Information and Invention Assignment Agreement. The Consultant and **Tom Van Essen and Wouter Van Essen** shall sign a Confidential Information and Invention Assignment Agreement in the form set forth as Exhibit A hereto, before the date the Consultant begins providing the Consulting Services.
14. Consulting or Other Services for Competitors. Consultant represents and warrants that it does not presently perform or intend to perform, during the Term of the Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company’s products or services, or those products or services proposed or in development by the Company during the term of the Agreement (*except for those companies, if any, listed on Exhibit*

B hereto). If, however, Consultant decides to do so, Consultant agrees that, in advance of accepting such work, Consultant will promptly notify the Company in writing, specifying the organization with which Consultant proposes to consult, provide services, or become employed by and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, including the terms of the Confidentiality Agreement, the interests of the Company or further services which the Company might request of Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately.

15. Conflicts with this Agreement. Consultant represents and warrants that it is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant warrants that it has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which it has gained from third parties, and which it discloses to the Company or use in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant agrees that it will not bundle with or incorporate into any deliveries provided to the Company herewith any third-party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Consultant represents and warrants that it has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with its obligations under this Agreement. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.
16. Other Terms and Conditions:
 - a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein, without giving effect to principles of conflicts of law.
 - b) Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understanding and agreements, whether oral or written, between the Company and Consultant relating to the subject matter hereof. The Consultant further agrees that upon acceptance of these terms and commencement of this Agreement on **Sept. 13, 2021**, all previous agreements, written or oral, express or implied between you and the Company relating to the subject matter of this Agreement are terminated and cancelled without any liability or cost to the Company and the Consultant waives any claims against the Company in relation to any such previous agreements.
 - c) Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

- d) Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.
- e) Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.
- f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- g) Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
- h) Independent Legal Advice. The Parties acknowledge that they have read and that they understand the terms of this Agreement, which they agree are mutually fair and equitable. The Consultant and **Tom Van Essen and Wouter Van Essen** individually and jointly confirm that the Company has advised them to seek independent legal advice prior to executing this Agreement, and that they have had the opportunity to do so.
- i) Counterparts. This Agreement may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature Page Follows]

The parties have executed this Agreement as set out below.

COMPANY	CONSULTANT
<p>TECHLANTIC LTD. (A TRADE X COMPANY)</p> <p>By: <u>Eric van Essen</u></p> <p>Print Name: Eric van Essen</p> <p>Title: Managing Director</p> <p><i>(I have authority to bind the corporation)</i></p>	<p>Techlantic Consulting Ltd.</p> <p>By: <u>Wouter van Essen</u></p> <p>Print Name: Wouter Van Essen</p> <p>Techlantic Consulting Ltd.</p> <p><i>(I have authority to bind the corporation)</i></p>
<p>Address: 700 Third Line Road Oakville, ON L6L 4B1</p> <p>Email: eric@techlantic.com</p> <p>Mobile: (289)-242-6182</p>	<p>Address: 700 Third Line Road Oakville, ON L6L 4B1</p> <p>Email: wouter@techlantic.com</p>
<p>Date: Oct 20 2021 15:51 EDT</p>	<p>Date: Oct 20 2021 15:52 EDT</p>
	<p>Tom Van Essen and Wouter Van Essen IN HIS / HER PERSONAL CAPACITY</p>
<p>Witness: <u>Neil Singh Shah</u></p>	<p>By: <u>Wouter van Essen</u></p>
<p>Name of Witness: Neil Singh Shah</p>	<p>Tom Van Essen and Wouter Van Essen</p>
<p>Date Oct 20 2021 15:54 EDT</p>	<p>Date Oct 20 2021 15:52 EDT</p>

EXHIBIT "A"**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of engagement with **Techlantic Consulting Ltd.** (the "**Consultant**") by **TECHLANTIC LTD. (A TRADE X COMPANY)**, or any of its current or future subsidiaries, affiliates, successors or assigns (*collectively, the "Company"*), and in consideration of the engagement as a consultant with the Company and the receipt of the compensation now and hereafter paid to Consultant by the Company, Consultant agrees to the followings:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (the "**Agreement**") will apply to the consultancy relationship with the Company. If that relationship ends and the Company, within a year thereafter, reengages Consultant as a consultant or engages Consultant as an employee, Consultant agrees that this Agreement will also apply to such later relationship, unless the Company and Consultant otherwise agree in writing. The consulting relationship between the parties is referred to herein as the "**Relationship.**"
2. **Duties.** Consultant will perform for the Company such duties as may be designated by the Company from time to time or that are otherwise within the scope of the Relationship and not contrary to instructions from the Company. During the Relationship, Consultant will devote its entire best business efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company. Consultant acknowledges that one of their duties is to create, develop and invent intellectual property for the Company.
3. **Confidential Information.**
 - 3.1 **Protection of Information.** Consultant understands that during the Relationship, the Company intends to provide Consultant with information, including Confidential Information (*as defined below*), without which Consultant would not be able to perform its duties to the Company. Consultant agrees, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform its obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that Consultant obtains, has access or creates during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant or of others who were under confidentiality obligations as to the item or items involved. Consultant further agrees not to

make copies of such Confidential Information except as authorized by the Company.

3.2 Confidential Information. Consultant understands that “Confidential Information” means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (*as defined below*); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (*including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants*), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

3.3 Third Party Information. Consultant’s agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. Consultant further agrees that, during the term of the Relationship and thereafter, Consultant will not improperly use or disclose to the Company any confidential, proprietary or secret information of Consultant’s former employer(s) or any other person, and Consultant agrees not to bring any such information onto the Company’s property or place of business.

3.4 Other Rights. This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

4 Ownership of Inventions.

4.1 Inventions Retained and Licensed. Consultant has attached hereto, as Exhibit C, a complete list describing with particularity all Inventions (*as defined below*) that, as of the Effective Date: (i) Consultant makes, and/or (ii) belongs solely to Consultant or belongs to Consultant jointly with others or in which Consultant has an interest, and that relates in any way to any of the Company’s actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Consultant represents that there are no such Inventions at the time of signing this

Agreement, and to the extent such Inventions do exist and are not listed on Exhibit C, Consultant hereby forever waives any and all rights or claims of ownership to such Inventions. Consultant understands that the listing of any Inventions on Exhibit C does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of Consultant's ownership of such Inventions. Consultant further understands that Consultant must receive the formal approval of the Company before commencing the Relationship with the Company.

- 4.2 Use or Incorporation of Inventions. If in the course of the Relationship, Consultant uses or incorporates into a product, service, process or machine any Invention not covered by Section 4.4 of this Agreement in which Consultant has an interest, Consultant will promptly so inform the Company in writing. Whether or not Consultant gives such notice, Consultant hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.
- 4.3 Inventions. Consultant understands that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Consultant understands this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. Consultant understands that "Company Inventions" means any and all Inventions that Consultant may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4.7 below.
- 4.4 Assignment of Company Inventions. Consultant agrees that Consultant will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns and agrees to assign to the Company, or its designee, all its right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. Consultant hereby waives and irrevocably quits claim to the Company or its designee any and all claims, of any nature whatsoever, that Consultant now has or may hereafter have for infringement of any and all Company Inventions. Consultant further acknowledges that all Company Inventions that are made by Consultant (*solely or jointly with others*) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by

applicable law) and are compensated by the fees paid to Consultant. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (*collectively, “Moral Rights”*). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. Nothing contained in this Agreement shall be construed as granting Consultant either expressly or by implication, or otherwise, any license to use Company Inventions or any Company intellectual property, now hereafter except and solely for the purpose of carrying out its obligations of this Agreement.

- 4.5 Maintenance of Records. Consultant agrees to keep and maintain adequate and current written records of all Company Inventions made or conceived by Consultant (*solely or jointly with others*) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Consultant agrees not to remove such records from the Company’s place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company’s business. Consultant agrees to deliver all such records (*including any copies thereof*) to the Company at the time of termination of the Relationship as provided for in Section 5 and Section 6.
- 4.6 Patent and Copyright Rights. Consultant agrees to assist the Company, or its designee, at its expense, in every proper way to secure the Company’s, or its designee’s, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waives and agrees never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Consultant further agrees that its obligation to execute or cause to be executed, when it is in Consultant’s power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. Consultant

hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Consultant's agent and attorney-in-fact, to act for and on its behalf and stand to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by Consultant's subsequent incapacity.

- 4.7 Exception to Assignments. Subject to the requirements of applicable law, if any, Consultant understands that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any. In order to assist in the determination of which inventions qualify for such exclusion, Consultant will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by Consultant during the period of the Relationship.
- 5 Company Property; Returning Company Documents. Consultant acknowledges and agrees that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (*including, without limitation, files, e-mail messages, and voice messages*) and that Consultant's activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. Consultant further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Consultant agrees that, at the time of termination of the Relationship, Consultant will deliver to the Company (and will not keep in Consultant's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by Consultant pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.
- 6 Notice to Third Parties. Consultant agrees that during the periods of time during which Consultant is restricted in taking certain actions by the terms of this Agreement (*the "Restriction Period"*), Consultant shall inform any entity or person with whom Consultant may seek to enter into a business relationship (*whether as an owner, employee, independent contractor or otherwise*) of Consultant's contractual obligations under this Agreement. Consultant also understands and agrees that the Company may, with or without prior notice to Consultant and during or after the term of the Relationship, notify third parties of Consultant's agreements and obligations under this Agreement. Consultant further agrees that, upon written request by the

Company, Consultant will respond to the Company in writing regarding the status of its employment or proposed employment with any party during the Restriction Period.

- 7 Solicitation of Employees, Consultants and Other Parties. As described above, Consultant acknowledges and agrees that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and that Consultant will not use or disclose such Confidential Information except as authorized by the Company. Consultant further agrees, as follows:

7.1 Employees, Consultants. Consultant agrees that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, Consultant shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for Consultant or for any other person or entity.

7.2 Other Parties. Consultant agrees that during the term of the Relationship, Consultant will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. In addition, Consultant acknowledges that the Company has valuable Trade Secrets (*as defined by applicable law from time to time*) to which Consultant will have access during the term of the Relationship. Consultant understands that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, Consultant solicits or influences or attempts to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

- 8 Representations and Covenants.

8.1 Facilitation of Agreement. Consultant agrees to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

- 8.2 No Conflicts. Consultant represents that its performance of all the terms of this Agreement does not and will not breach any agreement Consultant has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Consultant in confidence or in trust prior to or during the Relationship. Consultant will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Consultant will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. Consultant acknowledges and agrees that Consultant has listed on Exhibit B all agreements (*e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.*), if any, with a current or former client, employer, or any other person or entity, that may restrict Consultant's ability to accept the engagement with the Company or Consultant's ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict Consultant's ability to perform its duties for the Company or any obligation Consultant may have to the Company. Consultant agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.
- 8.3 Voluntary Execution. Consultant certifies and acknowledges that Consultant has carefully read all of the provisions of this Agreement, that Consultant understands and has voluntarily accepted such provisions, and that Consultant will fully and faithfully comply with such provisions.
- 9 Electronic Delivery. Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if Consultant does participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. Consultant hereby consents to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an online or electronic system established and maintained by the Company or a third party designated by the Company.
- 10 Miscellaneous.
- 10.1 Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein, without giving effect to the principles of conflict of laws.

- 10.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and Consultant relating to its subject matter and merges all prior discussions between the Company and Consultant. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if Consultant is an officer of the Company, Consultant will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in Consultant's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.
- 10.3 Successors and Assigns. This Agreement will be binding upon Consultant's heirs, executors, administrators and other legal representatives, and Consultant's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.
- 10.4 Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.
- 10.5 Severability. If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and Consultant have attempted to limit Consultant's right to use, maintain and disclose the Company's Confidential Information, and to limit Consultant's right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in this Agreement exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.
- 10.6 Remedies. Consultant acknowledges and agrees that violation of this Agreement by Consultant will cause the Company irreparable harm, and therefore Consultant agrees that the Company will be entitled to seek

extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (*or, where such a bond or security is required, Consultant agrees that a CAD\$1,000 bond will be adequate*), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

10.7 Advice of Counsel. CONSULTANT ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, CONSULTANT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND CONSULTANT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

10.8 Counterparts. This Agreement may be executed in any number of counterparts, either manually or electronically, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the **Effective Date** first above written.

COMPANY NAME	CONSULTANT
<p style="text-align: center;">TECHLANTIC LTD. (A TRADE X COMPANY)</p> <p>By: <u>Eric van Essen</u> Print Name: Eric van Essen Title: Managing Director (I have authority to bind the corporation)</p>	<p style="text-align: center;">Techlantic Consulting Ltd.</p> <p>By: <u>Wouter van Essen</u> Print Name: Wouter Van Essen Techlantic Consulting Ltd.</p>
<p>Date: Oct 20 2021 15:51 EDT</p>	<p>Date: Oct 20 2021 15:52 EDT</p>

EXHIBIT "B"**List of Companies Excluded under Section 12**

Not Applicable

The undersigned hereby warrants the following:

No conflicts

Additional Sheets Attached

Consultant: **Techlantic Consulting Ltd.**

Wouter van Essen
Name: **Wouter van Essen**

Oct 20 2021 15:52 EDT
Date

(I have authority to bind the corporation)

EXHIBIT “C”**List of Inventions**

Not Applicable

EXHIBIT "D"**Conflicts/Outside Interest**

Not Applicable

EXHIBIT B

This is Exhibit “B” referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

From: [Eric van Essen](#)
To: [Wouter C](#); [Wouter Van Essen](#)
Cc: [June da Costa](#)
Subject: Termination of Consulting Contract
Date: Wednesday, November 1, 2023 5:01:31 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Wouter,

As discussed, we are in a critical spot with Techlantic and need all inbound funds to Techlantic directed to Post Road Group to help cover the loan(s) of TRADE X. As a result, I will be unable to pay the amount owing for your October consulting for yourself and Tom and the contract needs to be terminated immediately. I hope that the business will be able to regroup after the loan has been settled with Post Road Group so we can still pay amounts owing for previous consulting.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com



EXHIBIT C

This is Exhibit “C” referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

From: [Edmund Chiu](#)
To: [Eric van Essen](#); [Patrick Leung](#); [Ryan Davidson](#); [Luciano Butera](#)
Cc: [Wouter Van Essen](#); [Michelle Ralph](#); [June da Costa](#); [Tara Davidson](#); [Jennifer Hall](#); [Fraser Marcus](#)
Subject: RE: Techlantic Aug 31 Inventory and AR (Week 10)
Date: November 15, 2021 11:52:34 AM

Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
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[image038.png](#)
[image039.png](#)
[image040.png](#)
[image041.png](#)
[image042.png](#)

Hi Eric,
Based on our calls, I think this is the best solution in the interim.
I have no issues with continuing down this path for now.
Please proceed so we don't lose any business in the meantime.

Thanks,
Edmund

Edmund Chiu
Chief Financial Officer



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Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>

Sent: November 15, 2021 10:58 AM

To: Patrick Leung <patrick.leung@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Luciano Butera <luciano@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Wouter Van Essen <wouter@techlantic.com>; Michelle Ralph <michelle@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Jennifer Hall <Jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR (Week 10)

[WARNING] EXTERNAL EMAIL [!]

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Hi Patrick, Luciano, Ryan and Edmund,

Sorry for the delay. Please find updated report that shows Week 10. Please note that the amount received exceeds the principle loan balance due to Techlantic Consulting and Robin Hold Co. As a result, the "Principal Repayment" amount was overwritten with \$268,380.32 (Principle amount left if schedule of repayments was followed)

1. Please approve week 10.

To support the business, we all agree that we need to aggressively work to get the Man Group funding in place. To do this quickly, a key step is to reduce/remove the PPSA's on Techlantic. Our plan right now is to start paying most vehicles from either "SBFS" or "Transcan" (and possibly other's where it makes sense) and finance them in those businesses until Techlantic has collected on the associated receivable. This will reduce the working capital required in Techlantic and allow it to repay loans and remove the PPSA's. As discussed in previous emails, SBFS and Transcan will charge 0.0334%/day on the balance outstanding and invoice Techlantic monthly so the interest cost is accrued in the month. This will be paid out as expense to the lending parties. There will also be \$100/vehicle charge to cover operating expenses of these businesses. If the businesses are profitable with the \$100/vehicle charge we will balance it in the future as the intent is for these businesses to break even and just support Techlantic/TradeX.

2. Please confirm that you would like us to proceed with this plan so we can continue operations. (Note that we don't have a good alternative to this at this moment and it is of course ok for you to ask to stop this at any time)

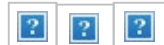
Thank you,

Eric van Essen

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From: Patrick Leung <patrick.leung@tradexport.com>

Sent: November 10, 2021 11:40 AM

To: Michelle Ralph <michelle@techlantic.com>; Eric van Essen <eric@techlantic.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Jennifer Hall <Jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR (Week 9)

We have reviewed and approved the revised Week 9 report.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



Mobile +1 437.925.3888
Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Michelle Ralph <michelle@techlantic.com>
Sent: November 8, 2021 12:00 PM
To: Patrick Leung <patrick.leung@tradexport.com>; Eric van Essen <eric@techlantic.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR (Week 9)

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Good morning Patrick:

Since the HST submission is based on Sailing/accounting dates there were still cars that had a HST return for vehicles purchased prior to August 31, 2021.

We will then have a balance of 7 vehicles remaining to claim for October 2021.

However – I did find an error in the calculation and the total should be \$327,242.72. This is made up of \$326,537.67 ITC's for vehicles and \$705.05 for Unclaimed ITC's for August 2021. (Please see the attached spreadsheet)

The total for October will be \$100,219.08. A list of these vehicles are also included in the attached.

I have also included a revised Week 9 report showing the corrected HST Techlantic portion.

Thank you,

Michelle Ralph

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From: Patrick Leung <patrick.leung@tradexport.com>
Sent: November 7, 2021 8:12 PM
To: Eric van Essen <eric@techlantic.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR (Week 9)

Hi Eric,

Can you provide more details regarding “ - September 2021 HST return \$500,713.82 - TL portion - Week 9 \$348,023.10”?

Thanks.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



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Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>

Sent: November 5, 2021 4:29 PM

To: Patrick Leung <patrick.leung@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR (Week 9)

[WARNING] EXTERNAL EMAIL [!]

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Hello Patrick,

Please find last weeks summary attached for week 9.

\$1,482,476.10 Principal + \$3,996.48 (interest if we were on schedule) = \$1,486,472.58.

Please note that we are approximately \$7.3M behind in loan repayments at this moment and an additional ~\$43K interest (as of today) that will be calculated and due when it gets paid out. The call today with Man was quite positive, so I think we should transition this out as soon as we can and also try to build some breathing room in the credit line so we feel like we can continue to grow and attract more business. Running the business while prioritizing which clients to pay is not a healthy spot to be at the moment.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

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From: Patrick Leung <patrick.leung@tradexport.com>
Sent: November 1, 2021 3:51 PM
To: Eric van Essen <eric@techlantic.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR (Week 8)
 Hi Eric,
 We reviewed and approved the Week 8 report.
 Can you provide some color for Sina Trading in the "CAD AR" tab? There are A/Rs going back to Feb/March/April/June 2021.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



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Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>
Sent: November 1, 2021 7:47 AM
To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR (Week 8)

[WARNING] EXTERNAL EMAIL [!]

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Hi Patrick,
 Sorry for the delay in sending this. Please find Week 8 summary attached.
 As we are well aware, we need to do some planning on backup ways to continue to do transactions so we don't run in to the same scenario we did last week.

Week 8:

\$667,057.60 (Collected funds) + \$5,537.37 (interest in a perfect world if we were able to pay out loans on schedule) =

\$672,594.97

Note that we are approximately 5.8M behind in repayments. We have 4+ M of funds available now that the credit line is renewed at this moment but there is ~1.5M of payments we made with another company (SBFS) which have not yet been paid by Techlantic and I want to regroup this week on finance strategy so we aren't in the exact same scenario again in a week.

For now, can you please approve Week 8 amount so that when we have the available funds to repay the loans we are authorized already to do so.

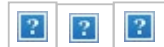
Thank you!

Eric van Essen

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From: Patrick Leung <patrick.leung@tradexport.com>

Sent: October 25, 2021 10:58 AM

To: Eric van Essen <eric@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Eric,

We've reviewed and approved the week 7 loan repayment report.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



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Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>

Sent: October 23, 2021 8:13 AM

To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR



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Hi Patrick,

Sorry for the delay this week. Please find a copy of the Aug 31 AR and Inventory attached. The total amount received for Week 7 (Oct 11 – 15) that was part of Aug 31 AR and Inventory was \$1,978,254.32. The initial calculated interest is \$11,551.02 for a total payment of \$1,989,805.34. Please review and approve this value as authorized loan repayment when the funds are available.

I know the loan agreement states that we shouldn't redeploy the funds but we are very keen to keep our customers supported and grow the business during this transition so we have been allowing the funds to stay in the business. We did make the second installment for week 4 on Oct 19th but we have not paid out any of the approved amounts for Week 5 or 6 yet. Including this week, we are over \$5M CAD behind on loan repayments.

Not only is this already redeployed, we also have a number of requests for payment that we cannot fulfill. Total value of requested payments is 1.1M CAD but there are a couple additional high value vehicles (another ~1M) that I have not requested yet. One of the vehicles I have not requested yet, I have just heard that it will likely be cancelled since we cannot support it which will decrease November sales by ~\$500K CAD unfortunately. I think we are reasonably well setup for a profitable November anyhow but wanted to make you aware that not having the capital available is already reducing sales.

Regards,

*Eric van Essen***Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)**

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com**From:** Eric van Essen**Sent:** October 21, 2021 11:30 AM**To:** Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Patrick and Edmund,

We have not yet finalized last week but business continues to be quite active and we hope that additional loans are available. See list of approved payments that we have not yet received payment back for yet. As a lot of it is USD, we hope to receive an additional 4.5M USD loan at this time but anything you can spare would be helpful so we can continue to support the clients who are finding vehicles as we are down to only a few hundred thousand at this moment.

Current TradeX Loans:

CAD	USD
\$4,600,000.00	\$4,500,000.00

Thank you,

*Eric van Essen***Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)**

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Eric van Essen <eric@techlantic.com>
Sent: Monday, October 18, 2021 1:41 PM
To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>
Subject: Re: Techlantic Aug 31 Inventory and AR
 Thank you!

Eric van Essen

Techlantic Ltd. | 700 Third Line, Ontario, Canada

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Eric

289-242-6182

From: Patrick Leung <patrick.leung@tradexport.com>
Sent: Monday, October 18, 2021 1:31:22 PM
To: Eric van Essen <eric@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR
 Hi Eric,
 We've reviewed and approved the Week 6 summary.
 Thanks.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



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From: Eric van Essen <eric@techlantic.com>
Sent: October 18, 2021 10:56 AM
To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall

<Jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

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Hi Patrick,

We are working on the summary from last week but we have not yet received response from the summary I sent last week for the previous (Week 6). Can you please still approve last week's submission.

Note that approving it does not mean we will pay it out immediately as we are keen to continue to support clients and grow as we are reestablishing the RBC credit line and ensuring there are adequate other sources of funds to help with this transition.

Thank you,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

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From: Eric van Essen

Sent: October 13, 2021 2:21 PM

To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <Jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Patrick and Edmund,

Please see this weeks summary of funds that were received last week that were part of Aug 31 Assets. Amount that came in last week that was part of Aug 31 Assets was \$1,851,842.70 and there is a calculated interest charge of \$12,329.92 for a total of \$1,864,172.62 due this week. I put in Oct 14th as the planned payment date for the purpose of calculating the interest but we are a couple weeks behind on paying loans out. To help track this, I added a few more columns to the "Loan Repayments" schedule to track the installments and once we pay them out the column K will calculate an "Additional Interest Charge" due. As for funds required, based on outbound cashflow since Sept 1 (not accounting for vehicles that have already been paid back) we require an additional loan of \$600K CAD + \$2.7M USD. This seems a little low to me as even with this we would struggle to catch up on loan payments so I need to look a little closer to see if there is anything that is missed. Edmund, please provide an update on what we can expect for additional loan injection to support the business.

I talked with Ece an hour ago who said the request is submitted to increase the cap on the credit line and she hopes to have news tomorrow. Hopefully that comes through to help us out as well.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com



From: Patrick Leung <patrick.leung@tradexport.com>

Sent: October 6, 2021 11:41 AM

To: Eric van Essen <eric@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Eric,

Please see below in "blue" text.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



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Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>

Sent: October 5, 2021 9:38 AM

To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

[WARNING] EXTERNAL EMAIL [!]

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Patrick and Edmund,

Please find weekly summary attached. We have not yet sent the second half of last weeks approved payments as we wanted to make sure we can support the cashflow requirements this week with the clients.

For last weeks summary of inbound payments, \$1,240,927.64 was accounted towards Aug 31st AR and Inventory. I have put in Friday as payment date since we are already behind on last weeks payment. This calculates as \$19,715.94 interest for a total loan repayment of \$1,260,643.58. Please review Aug 31 2021 AR and Inventory Detail and approve this for repayment on Friday. (We may do half on Friday and half on Monday) **Reviewed and approved.**

For required loans, we have issued payments for \$5,303,497.32 CAD + \$4,640,004.20 USD for vehicle transactions that have not yet been completed. (Once we are paid by clients they drop off this list). Current loans from TradeX are \$3,600,000.00 CAD + \$4,500,000.00 USD. I would like to request an additional USD

loan of \$1,000,000 USD as well as additional CAD loan of \$1,000,000 CAD. This will support the existing payments with a small buffer. Please review and approve this loan and let us know when the funds will be scheduled for so we can plan accordingly.

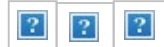
Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com



From: Eric van Essen <eric@techlantic.com>

Sent: September 29, 2021 10:12 AM

To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: Re: Techlantic Aug 31 Inventory and AR

Hello Patrick,

There was a formula error on the "Week Summary" H3 and it incorrectly increased last weeks payment. It is now corrected and we will do our best to watch for this in the future as we add weeks. This week has been busy for us as well and we probably should not make the first loan repayment until there is additional loan to Techlantic as we would be at risk of running out and not being able to fulfill requests to help clients meet their targets. Tomorrow is a new bank holiday so I assume the first payment will be done on Friday when the loan will be available and second on Monday now. Techlantic Consulting is ok with this plan. Most important is to keep things running smoothly for clients.

If there is anything we can do to reestablish RBC credit line and bring up the limit to the latest calculation of ~11M please let us know. I put in a good amount of time yesterday to help create content that Man Group would like and will try to complete it today. If we can get this established in a way that is usable for Techlantic would help as well.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Patrick Leung <patrick.leung@tradexport.com>

Sent: Wednesday, September 29, 2021 12:17:17 AM

To: Eric van Essen <eric@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>; Fraser Marcus <fraser.marcus@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Eric,

Yes, you can pay ½ on Wed and the remaining half on Thursday.

Please check the "Week Summary" tab for Week 3 CAD, cell H3 is same as K3. The USD\$235,970 is week 4 figure.

Last week's report (Week 3) did not have this USD\$235,970 figure. Please revise the report accordingly.

Please include Fraser Marcus (copy in this email) in future correspondences.

Thank you.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



Mobile +1 437.925.3888
Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>
Sent: September 27, 2021 4:30 PM
To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

[WARNING] EXTERNAL EMAIL [!]

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Hi Patrick

Please find the attached weekly update for the Aug 31 Inventory and AR. We received \$2,475,315.32 CAD equivalent last week. A large contributor was the HST refund.

I was just talking with Edmund who mentioned that there may be a delay this week until Friday to get the additional loan required due to your month end push for purchasing. We will plan to pay half when we feel comfortable cashflow wise for the week (Wednesday or Thursday) and the other half on Friday after the additional 2M USD loan is sent. I have updated the repayment date on the "loan repayments" tab to Sept 30th to reflect this plan.

Please...

1. Provide approval for the first half the payment (Which we will plan to do either Wednesday or Thursday)
2. Do a review of the attached summary and provide approval to complete the payment when the additional loan is provided.

Thank you,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Eric van Essen

Sent: September 20, 2021 3:04 PM

To: 'Patrick Leung' <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Jennifer Hall <jennifer@techlantic.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Patrick,

Please see updated "Aug 31 2021 Inventory and AR detail.xlsx". Tomorrow, we would like to issue payment for \$1,766,292.56 + \$27,049.56 interest. Please review this document and approve this loan repayment.

Couple noteworthy items:

- There was a small correction made with LC payments this week where the bank fees were deducted. If you like, we can go back and correct the last two weeks and deduct from the 4th week payment but it doesn't change much so I suggest we leave it as is. We just thought we would be more accurate for this inbound cashflow moving forward.
- Another noteworthy item from last week is that we received a \$50K USD installment towards old debt from AutoCavy. The payment came from the shipping forwarder who has agreed to contribute towards this loss. As this is the shipping forwarders first installment it is a good sign that they will continue to take some responsibility for what happened.

To manage the cashflow, I would like to request an additional \$300K USD + \$700K CAD bringing the total loans from TradeX up to 2.5M USD + 3.2M CAD. See attached summary of transactions with payment dates after Sept 1st. This summary does not account for operating expenses so we may need to adjust how we do this in the next few weeks but so far this is the simplest way to communicate the cashflow/loan requirements. Please let me know if you have any questions. Edmond, assuming this is approved, can you please proceed to issue these additional loans tomorrow morning.

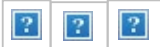
Thank you,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Patrick Leung <patrick.leung@tradexport.com>

Sent: September 16, 2021 3:16 PM

To: Eric van Essen <eric@techlantic.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Eric,

I have reviewed the file you sent yesterday. Yes, you can proceed to pay the remainder of the loan payment today.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



Mobile +1 437.925.3888
Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>
Sent: September 16, 2021 3:13 PM
To: Patrick Leung <patrick.leung@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

[WARNING] EXTERNAL EMAIL [!]

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Patrick,

Can we proceed to pay the remainder of the loan payment today? We paid \$950K yesterday (approximately half) as we discussed but wanted your approval before paying the remainder.

Thank you!

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Eric van Essen
Sent: September 14, 2021 4:55 PM
To: Patrick Leung <patrick.leung@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Patrick,

Please find attached summary of what has been received last week from Aug 31st Inventory and Receivables. We plan to pay out \$1,888,398.25 tomorrow to the lenders assuming we have received the funds to support the new purchases that have been approved. We also will pay out the interest from last week as we only paid the capital amount out last week.

Please review and approve this loan repayment to fulfill our obligations under the loan agreement.

Thank you,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Eric van Essen

Sent: September 9, 2021 1:24 PM

To: Patrick Leung <patrick.leung@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Thank you! Yes, we already received it around 12:35pm. We are going to do the loan repayment tomorrow as we do not want to exceed our daily transaction limit but will delay at no additional cost to Techlantic.

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Patrick Leung <patrick.leung@tradexport.com>

Sent: Thursday, September 9, 2021 1:22 PM

To: Eric van Essen <eric@techlantic.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Eric,

We have wired the USD and CAD funds more than an hour ago.

USD\$1.5 million

CAD\$750,000

Please confirm receipt.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



Mobile +1 437.925.3888
Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>
Sent: September 9, 2021 9:47 AM
To: Patrick Leung <patrick.leung@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

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Cashflow it works. Please proceed. We should discuss a few other items but they can wait until this afternoon.

Thank you!

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Patrick Leung <patrick.leung@tradexport.com>
Sent: September 9, 2021 9:44 AM
To: Eric van Essen <eric@techlantic.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR
Importance: High

Hi Eric,

Just to confirm the wires to Techlantic:

USD\$1,500,000

CAD\$750,000

Do the above cover all is required to repay the loan principal and the accrued interest to September 8, 2021.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



Mobile +1 437.925.3888
Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>
Sent: September 9, 2021 9:37 AM
To: Patrick Leung <patrick.leung@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

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Hi Patrick,

After a more thorough review here, we require \$2.62M CAD additional loan from TradeX to pay for the vehicles that have been paid in the last week and fulfill the requests that were approved by Ryan last night. See attached summary.

Depending on what currency you have available I suggest that we track a CAD loan and USD loan separate from TradeX. (ie. If you have USD available and we require USD, it may be easier to borrow USD) Below is our USD account.

I suggest that we borrow 1.5M USD + an additional \$750K CAD. Please confirm this is ok to loan and send funds immediately so we can fulfill the request from VEWO this morning. Please let me know if you have any questions.



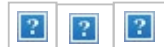
Thank you!

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com



From: Eric van Essen
Sent: September 8, 2021 4:29 PM
To: Patrick Leung <patrick.leung@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Patrick,

I think the discrepancy is that the loan was changing daily with interest and intercompany cost calculations and we tried our best to make it equal on Aug 31st but obviously we were off a little. Not a big deal at this moment. Let's stick with the loan agreement amount for the time being and adjust in the future if it makes sense to do so.

Please see the summary of outbound payments last week that were approved by Ryan. As you can see there is a shortfall of \$816K from last week. Also, we have vehicles we need to pay for this week. I'm not sure how best to communicate this but at a minimum we would like the short fall paid so we can do the loan repayment. Ideally we can get an additional 1.5M CAD as loan (so 2.3M total requested) so we can proceed with the VEWO transaction tomorrow once Ryan does the approval.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Patrick Leung <patrick.leung@tradexport.com>

Sent: September 8, 2021 3:24 PM

To: Eric van Essen <eric@techlantic.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Eric,

See attached our tracking for the loan repayment.

In accordance with the documents, we have total loan balance as of the closing date for \$14,635,088. You have \$14,635,883.

TCL	12,681,992.00	86.7%
2848895	1,953,096.00	13.3%
	14,635,088.00	100.0%

For record and accounting purpose, it would be cleaner to use the \$1,063,794.75 collections to repay the principal pro-rata to TCL and 2848895. TRADE X will wire the interest amount of \$38,636.63 to Techlantic to cover the interest portion.

We will deal with the new purchases separately. When TRADE X approves the new purchases, TRADE X will fund the entire amount.

Let us know if this works at your end.

Best regards,

Patrick Leung
Global Managing Director
Corporate Development



Mobile +1 437.925.3888
Office +1 416.352.9083
Email patrick.leung@tradexport.com
Web www.tradexport.com

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From: Eric van Essen <eric@techlantic.com>
Sent: September 8, 2021 2:12 PM
To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>
Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

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Hi Patrick,

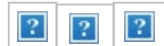
Sorry, I accidentally had the incorrect starting loan balance. Please see revised spreadsheet and please issue loan repayment of \$1,102,433.48

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com



From: Eric van Essen
Sent: September 8, 2021 2:08 PM
To: 'Patrick Leung' <patrick.leung@tradexport.com>; 'Edmund Chiu' <edmund.chiu@tradexport.com>
Cc: 'Luciano Butera' <luciano@tradexport.com>; 'Ryan Davidson' <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; 'Tara Davidson' <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>
Subject: RE: Techlantic Aug 31 Inventory and AR

Hi Patrick,

Nice speaking with you. As discussed, please issue payment of \$1,102,431.38 to Techlantic Ltd. so that we can make the first loan repayment in addition to the accrued interest. I have added an additional tab to this spreadsheet so we can keep track of the repayments.

Also, we have an order in today from VEWO who would like to finance \$1.2M USD of vehicles (invoice attached). We are in the process of gathering further details but we feel very comfortable with this transaction and would like to support them. We currently have \$800K CAD funds available and there are a few additional vehicles we would like to request tomorrow so in addition to this loan repayment, I would like to request an additional \$1M funding tomorrow morning. We will gather more details and then we can discuss later this afternoon to make a plan for this.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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From: Eric van Essen

Sent: September 7, 2021 2:43 PM

To: Patrick Leung <patrick.leung@tradexport.com>; Edmund Chiu <edmund.chiu@tradexport.com>

Cc: Luciano Butera <luciano@tradexport.com>; Ryan Davidson <ryan@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>; June da Costa <june@techlantic.com>; Tara Davidson <tara.davidson@tradexport.com>; Michelle Ralph <michelle@techlantic.com>

Subject: Techlantic Aug 31 Inventory and AR

Hi Patrick and Edmond,

Please find the Aug 31, 2021 Inventory and AR list. I have marked the ones that have already come in last week. Please let me know if you want to review this together or if any further clarification or documentation is required.

Based on the loan agreements with Techlantic Consulting and Robin's Holdco, there should be a loan repayment tomorrow of \$1,063,794.75 CAD. Tomorrow morning, we will evaluate which vehicles we need to pay for and see which funds we expect in and make a request for the funds required to pay this loan repayment.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1 (NEW ADDRESS)

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

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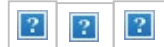


EXHIBIT D

This is Exhibit "D" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

From: [Brent Sawadsky](#)
To: [Ryan Davidson](#); [Wouter Van Essen](#); [Eric Gosselin](#)
Cc: [June da Costa](#); [Eric V](#)
Subject: Re: Approval for Payroll, Insurance premium, and Group Benefits
Date: October 31, 2023 9:38:54 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image001.png](#)
[image006.png](#)
[image007.png](#)

Hi Wouter,

This is very generous, and thank you for thinking of everyone!

Brent Sawadsky
 Interim CFO
 Trade X Group of Companies

From: Ryan Davidson <ryan@tradexport.com>
Sent: Tuesday, October 31, 2023 8:16:35 PM
To: Wouter Van Essen <wouter@techlantic.com>; Brent Sawadsky <brent.sawadsky@tradexport.com>; Eric Gosselin <eric.gosselin@tradexport.com>
Cc: June da Costa <june@techlantic.com>; Eric van Essen <eric.vanessen@tradexport.com>
Subject: Re: Approval for Payroll, Insurance premium, and Group Benefits

Wouter you are a very good man and we appreciate everything you do. Thank you. Happy Halloween

From: Wouter Van Essen <wouter@techlantic.com>
Sent: Tuesday, October 31, 2023 7:59:47 PM
To: Ryan Davidson <ryan@tradexport.com>; Brent Sawadsky <brent.sawadsky@tradexport.com>; Eric Gosselin <eric.gosselin@tradexport.com>
Cc: June da Costa <june@techlantic.com>; Eric van Essen <eric.vanessen@tradexport.com>
Subject: FW: Approval for Payroll, Insurance premium, and Group Benefits

[WARNING] EXTERNAL EMAIL [!]

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Ryan, Brent, and Eric,

As you know we do anything in our power to support TX/TL to continue as a viable business. The comments from Wes below NOT to approve payroll until an agreement on the sale of WE has been reached (as I read it), is contrary to any viability of TX/TL and/or is PRG way to try to force the agreement as proposed to them.

As such we will ignore his NON-approval and proceed with essential expenses including payroll

tomorrow.

If we are short of funds in TL (as we are tonight), we will provide additional funds from 1309767 Ontario Limited and settle this in the near future with other payables, if and when they would become due to TL.

Note as it is Happy Halloween and Eric V. has three beautiful children to attend to, I did not discuss the above with him.

Kind regards,
Wouter

Wouter van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1

Office: +1-905-465-1062 x 226 Mobile: +1-416-414-1967

www.techlantic.com



From: Westin Lovy <wlovy@postroadgroup.com>
Sent: Tuesday, October 31, 2023 5:27 PM
To: June da Costa <june@techlantic.com>; Michael Grosso <mgrosso@postroadgroup.com>
Cc: Eric V <eric.vanessen@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>
Subject: RE: Approval for Payroll, Insurance premium, and Group Benefits

June,

Thanks very much. We've sent over a proposal for an agreement under which we would continue to fund; I think you should let Ryan, Eric Gosselin and Brent know of these needs. We prefer to have everything agreed rather than make ad hoc decisions.

Thanks,
Wes

From: June da Costa <june@techlantic.com>
Sent: Tuesday, October 31, 2023 3:06 PM
To: Westin Lovy <wlovy@postroadgroup.com>; Michael Grosso <mgrosso@postroadgroup.com>
Cc: Eric V <eric.vanessen@tradexport.com>; Wouter Van Essen <wouter@techlantic.com>
Subject: Approval for Payroll, Insurance premium, and Group Benefits

Hi Wes and Mike,

I submit the following for approval:

rd

1. Nov 3 payroll CAD\$40,852.79 which has to be paid from RBC account ***4050 by 10:00am tomorrow – **See below for breakdown.**
2. Insurance premium payment schedule: Nov 1st payment of CAD\$9,208.92 (includes Oct/23) and subsequent monthly premiums will be withdrawn from RBC account ***4050 - **See attached.**

Note: as Trade X terminated its group benefits plan with Canada Life effective November 1st, Techlantic is currently working with Canada Life for a standalone policy. Expected monthly premium is CAD\$4,400.00.

The above expenses were included in the budget submitted by Eric.

Please contact me if you require more information.

Kind regards,

June da Costa, CPA

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1

Office: +1-905-465-1062 x 228; Fax: +1-905-465-3974

www.techlantic.com



From: Rajani Marathi <rajani.marathi@tradexport.com>

Sent: Tuesday, October 31, 2023 2:32 PM

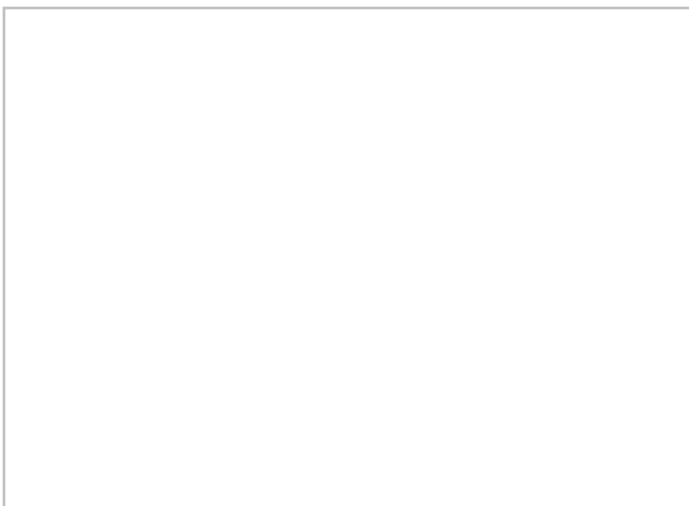
To: June da Costa <june@techlantic.com>

Cc: Eric V <eric.vanessen@tradexport.com>

Subject: Payroll submitted for Nov 03, 2023.

Hi June,

Payroll has been submitted for Nov 03, 2023 Pay .

**Rajani Marathi**

Senior Payroll & Benefit Specialist

**Mobile****Office** +1 888.253.1623**Email** rajani.marathi@tradexport.com**Web** <https://www.tradexport.com>

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TRADE WITHOUT BORDERS.

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EXHIBIT E

This is Exhibit "E" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

From: [Wouter Van Essen](#)
To: [Eric V](#)
Subject: RE: Financing by 1309767 Ontario Limited
Date: Tuesday, April 18, 2023 5:49:52 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Eric,

I like to add that the two largest clients of Techlantic, Sina Trading and Park Valley, cover the entire overhead of Techlantic staff incl. the financing cost for these two clients.
As such the losses generated in Techlantic at this time cannot be from TL vehicles.

Further Techlantic has many sales for vehicles under 100K/unit. It would be impossible to finance at PRG the expensive vehicles of TX at this time without cheaper vehicles (under 100K) from TL as we would not meet the required ratios.

Kind regards,
Wouter

Wouter van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1

Office: +1-905-465-1062 x 226 Mobile: +1-416-414-1967

www.techlantic.com



From: Wouter Van Essen <wouter@techlantic.com>
Sent: Tuesday, April 18, 2023 1:34 PM
To: Eric V <eric.vanessen@tradexport.com>
Subject: Financing by 1309767 Ontario Limited

Hi Eric,

I understand that Trade-X would like to choose which vehicles will be financed by 1309767 Ontario Limited to receive the highest ROI for Techlantic.
Further there appears no interest to support previous clients of Techlantic which do not meet a certain return up front (for simplicity sake ignoring ROI/mth.).

1309767 Ontario Limited was never set up to help finance vehicles for Techlantic.
The family-owned company decided to help out on a temporary basis in 2022 until Trade-X financing for 50-100M had been completed.
Financing was extended as Trade-X planned the closing of the sale of WE by Dec. 2022.
Financing was still continued as Trade-X hired Canaccord with a timeline to sell WE by May or June 2023.

I would not expect 1309767 Ontario Limited continue financing after such time.

As such 1309767 Ontario Limited will continue at this time supporting Techlantic (and possibly Trade-X) transactions for export under the Global line, but requires as security control over any vehicle financed until paid back in full.

Further 1309767 Ontario Limited will also continue financing a few previous clients of Techlantic and is willing to continue passing on the profits to Techlantic (only charging for financing) if Trade-X would agree with it. Alternatively these clients can be handled by 1309767 Ontario Limited without any involvement of Techlantic.

Please let me know how we should proceed.

Kind regards,

Wouter

Wouter van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1

Office: +1-905-465-1062 x 226 Mobile: +1-416-414-1967

www.techlantic.com



EXHIBIT F

This is Exhibit "F" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

94
Invoice

Date	Invoice #
09-Aug-2022	919

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22395	Upon Receipt

Description	Amount
S22395 KMHLM4AGXNU355774	29,650.00
NEW 2022 HYUNDAI ELANTRA	
Air Tax for KMHLM4AGXNU355774	100.00
Subtotal	\$29,750.00

Sales Tax Summary	
HST (ON)@13.0%	3,867.50
Total Tax	3,867.50

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GST/HST No. 870846862

Balance Due	\$33,617.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

96
Invoice

Date	Invoice #
10-Aug-2022	920

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22400	Upon Receipt

Description	Amount
S22400 1GYS4GKT3NR276649	128,293.00
2022 CADILLAC ESCALADE	
Air Tax for 1GYS4GKT3NR276649	100.00
Subtotal \$128,393.00	

Sales Tax Summary	
HST (ON)@13.0%	16,691.09
Total Tax	16,691.09

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GST/HST No. 870846862

Balance Due	\$145,084.09
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

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Applicable Law

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

98
Invoice

Date	Invoice #
15-Aug-2022	940C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22430	Upon Receipt

Description	Amount
S22430 KMHLM4AG0NU319642 2022 HYUNDAI ELANTRA	29,560.00
Air Tax for KMHLM4AG0NU319642	100.00
Subtotal	\$ 29,660.00

Sales Tax Summary

HST (ON)@13.0%	3,855.80
Total Tax	3,855.80

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GST/HST No. 870846862

Balance Due	\$33,515.80
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

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Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

100
Invoice

Date	Invoice #
15-Aug-2022	940

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22428	Upon Receipt

Description	Amount
S22428 KMHLM4AG8NU308680 HYUNDAI ELANTRA	27,965.00
Air Tax for KMHLM4AG8NU308680	100.00
Subtotal \$27,965.00	

Sales Tax Summary

HST (ON)@13.0%	3,635.45
Total Tax	3,635.45

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GST/HST No. 870846862

Balance Due	\$31,600.45
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

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Force Majeure and Delay

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

102
Invoice

Date	Invoice #
15-Aug-2022	940B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22429	Upon Receipt

Description	Amount
S22429 KMHLM4AG4NU247344 2022 HYUNDAI ELANTRA	28,256.00
Air Tax for KMHLM4AG0NU319642	100.00
Subtotal	\$ 28,356.00

Sales Tax Summary	
HST (ON)@13.0%	3,686.28
Total Tax	3,686.28

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GST/HST No. 870846862

Balance Due	\$32,042.28
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Conditions of Sale

Payment

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

104
Invoice

Date	Invoice #
26-Aug-2022	945

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22547	Upon Receipt

Description	Amount
S22547 KNDPNCAC8N7020229 2022 KIA SPORTAGE EX PREMIUM	39,450.00
Subtotal \$ 39,450.00	

Sales Tax Summary	
HST (ON)@13.0%	5,128.50
Total Tax	5,128.50

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GST/HST No. 870846862

Balance Due	\$44,578.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

106
Invoice

Date	Invoice #
29-Aug-2022	948A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

Type text here

P.O. No.	Terms
S22552	Upon Receipt

Description	Amount
S22552 KM8K12AB7PU938030	29,250.00
2023 HYUNDAI KONA	
Air Tax for KM8K12AB7PU938030	100.00
Subtotal \$ 29,350.00	

Sales Tax Summary

HST (ON)@13.0% 3,815.50
Total Tax 3,815.50

GST/HST No. 870846862

Balance Due	\$33,165.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Warranties and Conditions

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

108
Invoice

Date	Invoice #
30-Aug-2022	948B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22561	Upon Receipt

Description	Amount
S22561 4T1G11AK4PU719994	38,149.00
2023 TOYOTA CAMRY SE	
Air Tax for 4T1G11AK4PU719994	100.00
Subtotal \$ 38,249.00	

Sales Tax Summary

HST (ON)@13.0% 4,972.37
Total Tax 4,972.37

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GST/HST No. 870846862

Balance Due	\$43,221.37
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Force Majeure and Delay

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Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

110
Invoice

Date	Invoice #
16-Aug-2022	954A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22534	Upon Receipt

Description	Amount
S22534 1FTEW1EP2KKE01041 2019 FORD F150 XLT 301A SPORT	40,000.00
Subtotal \$ 40,000.00	

Sales Tax Summary	
HST (ON)@13.0%	5,200.00
Total Tax	5,200.00

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GST/HST No. 870846862

Balance Due	\$45,200.00
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Conditions of Sale

Payment

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Title of Risk

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Warranties and Conditions

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Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

112
Invoice

Date	Invoice #
31-Aug-2022	949

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22531	Upon Receipt

Description	Amount
S22531 3GKALVEX1LL163525 2020 GMC TERRAIN 4X4 SLT 4DR SUV	31,548.00
Subtotal \$ 31,548.00	

Sales Tax Summary	
HST (ON)@13.0%	4,101.24
Total Tax	4,101.24

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GST/HST No. 870846862

Balance Due	\$35,649.24
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Conditions of Sale

Payment

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Title of Risk

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Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

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Liens and Encumbrances

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Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

114
Invoice

Date	Invoice #
31-Aug-2022	959

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22556	Upon Receipt

Description	Amount
S22556 3PCAJ5M35LF100622 2020 INFINITY QX50	42,550.00
Subtotal \$ 42,550.00	

Sales Tax Summary	
HST (ON)@13.0%	5,531.50
Total Tax	5,531.50

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GST/HST No. 870846862

Balance Due	\$48,081.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

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The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

116
Invoice

Date	Invoice #
01-Sep-2022	961D

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22587	Upon Receipt

Description	Amount
S22587 1C6SRFLTXMN627361	61,050.00
2021 RAM 1500 REBEL CREWCAB	
Subtotal \$ 61,050.00	

Sales Tax Summary	
HST (ON)@13.0%	7,936.50
Total Tax	7,936.50

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GST/HST No. 870846862

Balance Due	\$68,986.50
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Conditions of Sale

Payment

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

118
Invoice

Date	Invoice #
01-Sep-2022	961B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22583	Upon Receipt

Description	Amount
S22583 4T1G11AK0PU077239	38,149.00
2023 TOYOTA CAMRY SE	
Air Tax FOR 4T1G11AK0PU077239	100.00
Subtotal \$ 38,249.00	

Sales Tax Summary	
HST (ON)@13.0%	4,972.37
Total Tax	4,972.37

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GST/HST No. 870846862

Balance Due	\$43,221.37
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Conditions of Sale

Payment

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

120
Invoice

Date	Invoice #
01-Sep-2022	961A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22582	Upon Receipt

Description	Amount
S22582 JN1FV7DR9MM880629 2021 INFINITY Q50	54,850.00
Subtotal \$ 54,850.00	

Sales Tax Summary	
HST (ON)@13.0%	7,130.50
Total Tax	7,130.50

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GST/HST No. 870846862

Balance Due	\$61,980.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

122
Invoice

Date	Invoice #
01-Sep-2022	961C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22585	Upon Receipt

Description	Amount
S22585 JM3TCBDY2M0454442 2021 MAZDA CX-9 KURO EDITION	45,689.00
Subtotal \$ 45,689.00	

Sales Tax Summary	
HST (ON)@13.0%	5,939.57
Total Tax	5,939.57

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GST/HST No. 870846862

Balance Due	\$51,628.57
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

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Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

124
Invoice

Date	Invoice #
01-Sep-2022	961E

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22588	Upon Receipt

Description	Amount
S22588 1C6SRFLT2MN692771	61,050.00
2021 RAM 1500 REBEL CREWCAB	
Subtotal \$ 61,050.00	

Sales Tax Summary	
HST (ON)@13.0%	7,936.50
Total Tax	7,936.50

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GST/HST No. 870846862

Balance Due	\$68,986.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

126
Invoice

Date	Invoice #
01-Sep-2022	962E

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22593	Upon Receipt

Description	Amount
S22593 1C6SRFLT4MN681657	58,850.00
2021 RAM 1500 REBEL CREWCAB	
Subtotal \$ 58,850.00	

Sales Tax Summary	
HST (ON)@13.0%	7,650.50
Total Tax	7,650.50

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GST/HST No. 870846862

Balance Due	\$66,500.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

128
Invoice

Date	Invoice #
01-Sep-2022	962C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22584	Upon Receipt

Description	Amount
S22584 3PCAJ5M39LF105600 2020 INFINITY QX50	38,350.00
Subtotal \$ 38,350.00	

Sales Tax Summary	
HST (ON)@13.0%	4,985.50
Total Tax	4,985.50

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GST/HST No. 870846862

Balance Due	\$43,335.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

130
Invoice

Date	Invoice #
02-Sep-2022	962I

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22612	Upon Receipt

Description	Amount
S22612 5XYP5DHC7NG305423	55,872.00
2022 KIA TELLURIDE	
Air Tax For 5XYP5DHC7NG305423	100.00
Subtotal \$ 55,972.00	

Sales Tax Summary	
HST (ON)@13.0%	7,276.36
Total Tax	7,276.36

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GST/HST No. 870846862

Balance Due	\$63,248.36
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

132
Invoice

Date	Invoice #
02-Sep-2022	962J

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22614	Upon Receipt

Description	Amount
S22614 5XYRKDLF6NG139656	51,250.00
2022 KIA SORENTO	
Air Tax For 5XYRKDLF6NG139656	100.00
Subtotal \$ 51,350.00	

Sales Tax Summary	
HST (ON)@13.0%	6,675.50
Total Tax	6,675.50

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GST/HST No. 870846862

Balance Due	\$58,025.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

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Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

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Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

134
Invoice

Date	Invoice #
02-Sep-2022	962G

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22610	Upon Receipt

Description	Amount
S22610 KNDNB5H34P6220616	43,172.00
2023 KIA CARNIVAL	
Air Tax For KNDNB5H34P6220616	100.00
Subtotal \$ 43,272.00	

Sales Tax Summary	
HST (ON)@13.0%	5,625.36
Total Tax	5,625.36

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GST/HST No. 870846862

Balance Due	\$48,897.36
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

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Force Majeure and Delay

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Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

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Applicable Law

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1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

136
Invoice

Date	Invoice #
02-Sep-2022	962F

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22609	Upon Receipt

Description	Amount
S22609 1C4HJXDG9MW634071 2021 JEEP WRANGLER	43,350.00
Subtotal \$ 43,350.00	

Sales Tax Summary	
HST (ON)@13.0%	5,635.50
Total Tax	5,635.50

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GST/HST No. 870846862

Balance Due	\$48,985.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

138
Invoice

Date	Invoice #
02-Sep-2022	962D

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22589	Upon Receipt

Description	Amount
S22589 1GYS4GKLXPR115749	149,250.00
2023 CADILLAC ESCALADE SPORT PLATINUM	
Air Tax For 1GYS4GKLXPR115749	100.00
Subtotal \$ 149,350.00	

Sales Tax Summary	
HST (ON)@13.0%	19,415.50
Total Tax	19,415.50

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GST/HST No. 870846862

Balance Due	\$168,765.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

140
Invoice

Date	Invoice #
02-Sep-2022	962B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22581	Upon Receipt

Description	Amount
S22581 4T1K61AK9LU318091 2020 TOYOTA CAMRY XSE	35,350.00
Subtotal \$ 35,350.00	

Sales Tax Summary	
HST (ON)@13.0%	4,595.50
Total Tax	4,595.50

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GST/HST No. 870846862

Balance Due	\$39,945.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
1467 Otis Avenue
Mississauga, ON L5C 2R7

142
Invoice

Date	Invoice #
02-Sep-2022	962A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22580	Upon Receipt

Description	Amount
S22580 3PCAJ5M31LF101282 2020 INFINITY QX50	40,845.00
Subtotal \$ 40,845.00	

Sales Tax Summary	
HST (ON)@13.0%	5,309.85
Total Tax	5,309.85

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GST/HST No. 870846862

Balance Due	\$46,154.85
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

1309767 Ontario Ltd.
 1467 Otis Avenue
 Mississauga, ON L5C 2R7

144 Invoice

Date	Invoice #
02-Sep-2022	962H

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22611	Upon Receipt

Description	Amount
S22611 5XYRKDLF0NG139569	51,250.00
2022 KIA SORENTO	
Air Tax For 5XYRKDLF0NG139569	100.00
Subtotal \$ 51,350.00	

Sales Tax Summary	
HST (ON)@13.0%	6,675.50
Total Tax	6,675.50

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GST/HST No. 870846862

Balance Due	\$58,025.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

146
Invoice

Date	Invoice #
07-Sep-2022	185A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22621	Upon Receipt

Description	Amount
S22621 1C4SDJET5GC446739 2016 DODGE DURANGO CITADEL	29,250.00
Subtotal \$ 29,250.00	

Sales Tax Summary

HST (ON)@13.0% 3,802.50
Total Tax 3,802.50

GST/HST No. 789464286

Balance Due	\$33,052.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

The parties agree that where the goods are received by way of factory order and the Vendor is unable to make delivery within 120 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

Duties and Taxes

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods.

Liens and Encumbrances

The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

148
Invoice

Date	Invoice #
07-Sep-2022	185B

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22622	Upon Receipt

Description	Amount
S22622 1G6DS5RK5L0144003 2020 CADILLAC CT5 LUXURY	41,858.00
Subtotal \$ 41,858.00	

Sales Tax Summary

HST (ON)@13.0% 5,441.54
Total Tax 5,441.54

GST/HST No. 789464286

Balance Due \$47,299.54

Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

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Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

150
Invoice

Date	Invoice #
07-Sep-2022	186A

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22586	Upon Receipt

Description	Amount
S22586 3PCAJ5M3XLF103404 2020 INFINITY QX50 ESSENTIAL	42,100.00
Subtotal \$ 42,100.00	

Sales Tax Summary

HST (ON)@13.0% 5,473.00
Total Tax 5,473.00

GST/HST No. 789464286

Balance Due	\$47,573.00
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

Warranties and Conditions

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. The goods will be exported in accordance with the regulations of the exporting country. Diversion contrary to the laws of the exporting country is prohibited. It is the obligation of the Purchaser to obtain all necessary permits, licenses, authorizations, or other documentation required for import of the goods and to comply with all applicable foreign and domestic governmental requirements.

Force Majeure and Delay

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Duties and Taxes

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Liens and Encumbrances

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Applicable Law

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of the Province of Ontario and shall be referred to the courts of that province which shall have exclusive jurisdiction to adjudicate such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby specifically excluded.

2601658 Ontario Ltd.
23 Roy Street
Kitchener, ON
N2H 4B4

152
Invoice

Date	Invoice #
08-Sep-2022	186B

Invoice To
Technantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22602	Upon Receipt

Description	Amount
S22602 3PCAJ5M39LF115236 2020 INFINITY QX50	42,850.00
Subtotal \$ 42,850.00	

Sales Tax Summary

HST (ON)@13.0% 5,570.50
Total Tax 5,570.50

GST/HST No. 789464286

Balance Due	\$48,420.50
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Conditions of Sale

Payment

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

Title of Risk

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Force Majeure and Delay

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2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

154
Invoice

Date	Invoice #
08-Sep-2022	186C

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22604	Upon Receipt

Description	Amount
S22604 JTJJARDZ0L2220212 2020 LEXUS NX300	42,850.00
Subtotal \$ 42,850.00	

Sales Tax Summary

HST (ON)@13.0% 5,570.50
Total Tax 5,570.50

GST/HST No. 789464286

Balance Due	\$48,420.50
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Conditions of Sale

Payment

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2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

156
Invoice

Date	Invoice #
08-Sep-2022	186D

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22605	Upon Receipt

Description	Amount
S22605 1GCUYDED8MZ234160 2021 CHEVROLET SILVERADO	47,149.00
Subtotal \$ 47,149.00	

Sales Tax Summary

HST (ON)@13.0% 6,129.37
Total Tax 6,129.37

GST/HST No. 789464286

Balance Due	\$53,278.37
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Conditions of Sale

Payment

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2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

158
Invoice

Date	Invoice #
08-Sep-2022	186E

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22607	Upon Receipt

Description	Amount
S22607 1G1ZG5ST3NF193071	28,253.00
2022 CHEVROLET MALIBU	
Air Tax for 1G1ZG5ST3NF193071	100.00
Subtotal \$ 28,353.00	

Sales Tax Summary

HST (ON)@13.0% 3,685.89
Total Tax 3,685.89

GST/HST No. 789464286

Balance Due	\$32,038.89
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Conditions of Sale

Payment

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2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

160
Invoice

Date	Invoice #
08-Sep-2022	186F

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22608	Upon Receipt

Description	Amount
S22608 3PCAJ5M33LF102241 2020 INFINITY QX50	42,850.00
Subtotal \$ 42,850.00	

Sales Tax Summary

HST (ON)@13.0% 5,570.50
Total Tax 5,570.50

GST/HST No. 789464286

Balance Due \$48,420.50

Conditions of Sale

Payment

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2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

162
Invoice

Date	Invoice #
15-Sep-2022	199

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22613	Upon Receipt

Description	Amount
S22613 JTJSARDZ8L5018401 2020 LEXUS NX300	44,549.00
Subtotal \$ 44,549.00	

Sales Tax Summary

HST (ON)@13.0% 5,791.37
Total Tax 5,791.37

GST/HST No. 789464286

Balance Due \$50,340.37

Conditions of Sale

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2601658 Ontario Ltd.

23 Roy Street
Kitchener, ON
N2H 4B4

164
Invoice

Date	Invoice #
21-Sep-2022	191

Invoice To
Techlantic Ltd 700 Third Line Oakville, ON L6L 4B1

P.O. No.	Terms
S22599	Upon Receipt

Description	Amount
S22599 3GKALMEV1NL304427	36,449.00
2022 GMC TERRAIN	
Air Tax for 3GKALMEV1NL304427	100.00
Subtotal \$ 36,549.00	

Sales Tax Summary

HST (ON)@13.0% 4,751.37
Total Tax 4,751.37

GST/HST No. 789464286

Balance Due	\$41,300.37
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Conditions of Sale

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EXHIBIT G

This is Exhibit "G" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE



Vehicle History Report™

2020 CADILLAC CT5 LUXURY

VIN: 1G6DS5RK5L0144003
SEDAN 4 DR
2.0L I4 F DOHC 16V
GASOLINE
ALL WHEEL DRIVE
Original Window Sticker

No accidents or damage reported to CARFAX

7 Service history records

4 Previous owners

Types of owners: Personal, Commercial

Last owned in Michigan

40,676 Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 2/19/24 at 2:31:25 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

	Owners 1-2	Owner 3	Owner 4
Year purchased	2021	2022	2022
Type of owner	Personal	Commercial	Personal
Estimated length of ownership	1 yr. 2 mo.	1 month	1 yr. 3 mo.
Owned in the following states/provinces	Ontario, Ontario	Ontario, Arkansas	Michigan
Estimated miles driven per year	---	---	---
Last reported odometer reading	12,250	15,875	40,676



Title History

CARFAX guarantees the information in this section

	Owners 1-2	Owner 3	Owner 4
Damage Brands Salvage Junk Rebuilt Fire Flood Hail Lemon	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
Odometer Brands Not Actual Mileage Exceeds Mechanical Limits	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem



GUARANTEED - None of these title problems were reported by a U.S. state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, you may qualify.
View Terms | View Certificate

CARFAX Additional History Not all accidents / issues are reported to CARFAX	Owners 1-2	Owner 3	Owner 4
Total Loss No total loss reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Structural Damage No structural damage reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Odometer Check No indication of an odometer rollback.	✓ No Issues Indicated	✓ No Issues Indicated	✓ No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Manufacturer Recall No open recalls reported to CARFAX. Check for open recalls on GM vehicles at recalls.gm.com.	✓ No Recalls Reported	✓ No Recalls Reported	✓ No Recalls Reported
Basic Warranty Original warranty estimated to have 17 months or 9,324 miles remaining. Confirm with dealer or vehicle manufacturer.	✓ Warranty Active	✓ Warranty Active	✓ Warranty Active

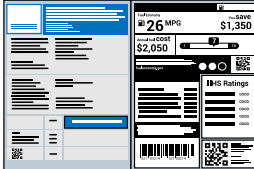
CARFAX Detailed History




Owner 1













Purchased: 2021


Personal Vehicle

Date	Mileage	Source	Comments
Not Reported		General Motors	<p>Vehicle manufactured and shipped to original dealer</p>  <p>Original Window Sticker</p>
07/29/2020	6	Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON	Vehicle offered for sale


905-831-2693

 1 Customer Favorite

08/06/2020		Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON 905-831-2693  1 Customer Favorite	 Vehicle serviced - Pre-delivery inspection completed - Nitrogen fill tires - Wheel locks installed
06/18/2021	7	Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON 905-831-2693  1 Customer Favorite	 Vehicle serviced
06/21/2021		Ontario Ministry of Transportation	Registration issued or renewed - First owner reported - Registered as personal vehicle - Passed safety inspection - Vehicle color noted as Black
10/18/2021	6,147	Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON 905-831-2693  1 Customer Favorite	 Vehicle serviced - Tire(s) balanced - Four tires mounted
11/01/2021	6,827	Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON 905-831-2693  1 Customer Favorite	 Vehicle serviced
02/03/2022	10,163	Ontario Ministry of Transportation	Odometer reading reported - Odometer reported as 16,356 kilometers
02/07/2022	10,249	Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON 905-831-2693  1 Customer Favorite	 Vehicle serviced - Tires rotated
03/05/2022		Ontario Ministry of Transportation	Registration issued or renewed - Registered as personal vehicle - Vehicle color noted as Black
04/16/2022	12,250	Michael Boyer Chevrolet Cadillac Buick GMC Pickering, ON 905-831-2693  1 Customer Favorite	 Vehicle serviced - Tire(s) balanced - Four tires mounted


 **Owner 2**
Purchased: 2022

Date	Mileage	Source	Comments
06/20/2022		Ontario Ministry of Transportation	Passed Ontario safety standards inspection - New owner reported - Vehicle color noted as Black


 **Owner 3**
Purchased: 2022

Commercial
Vehicle

Date	Mileage	Source	Comments
09/02/2022	15,828	Ontario Ministry of Transportation	Passed Ontario safety standards inspection - Registration issued or renewed - New owner reported - Registered as commercial vehicle - Vehicle color noted as Black - Odometer reported as 25,473 kilometers
09/08/2022		US Dept of Transportation Port Huron, MI	Vehicle imported and declared to meet US highway safety specifications - Bond released on 10/04/2022
09/08/2022		Ontario Ministry of Transportation	Passed Ontario safety standards inspection - Vehicle color noted as Black
09/16/2022	15,875	Arkansas Motor Vehicle Dept. Little Rock, AR	Vehicle purchase reported - Title issued or updated - Dealer took title of this vehicle while it was in inventory

 **Owner 4**
Purchased: 2022

Personal Vehicle

Date	Mileage	Source	Comments
10/25/2022		Michigan Motor Vehicle Dept. Tulsa, OK	Vehicle purchase reported - Title issued or updated - Registration issued or renewed - New owner reported
03/21/2023		Michigan Motor Vehicle Dept. Tulsa, OK	Registration issued or renewed
08/02/2023	40,676	Nissan of Venice Venice, FL 941-485-1531	 Vehicle serviced

★ 4.3 / 5.0
 12 Verified Reviews
 ❤️ 2,931 Customer Favorites

02/19/2024

OnStar

Vehicle equipped with OnStar

Get 3 free months of premium OnStar with Automatic Crash Response, Roadside Assistance and Remote Door Unlock by pressing the blue OnStar button [Learn more](#)

Have Questions? Please visit our Help Center at www.carfax.com.

**Glossary****Commercial**

Vehicle was registered for business purposes.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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 2/19/24 2:31:25 PM (CST)



Vehicle History Report™

2022 CADILLAC ESCALADE SPORT PLATINUM

VIN: 1GYS4GKT3NR276649
4 DOOR WAGON/SPORT
UTILITY
3.0L I6
DIESEL
REAR WHEEL DRIVE W/ 4X4
Original Window Sticker



No accidents or damage reported to CARFAX



4 Service history records



At least 1 open recall



3 Previous owners



Personal vehicle



11,773 Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 2/19/24 at 9:46:00 AM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

	Owner 1	Owner 2	Owner 3
Year purchased	2022	2023	2023
Type of owner	Personal	Personal	Personal
Estimated length of ownership	11 months	3 days	6 months
Owned in the following states/provinces	Ontario	See Details	Nebraska, Alabama
Estimated miles driven per year	---	---	---
Last reported odometer reading	10,433	10,479	11,773



Title History

CARFAX guarantees the information in this section

	Owner 1	Owner 2	Owner 3
Damage Brands Salvage Junk Rebuilt Fire Flood Hail Lemon	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
Odometer Brands Not Actual Mileage Exceeds Mechanical Limits	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem



GUARANTEED - None of these title problems were reported by a U.S. state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, you may qualify.
View Terms | View Certificate

CARFAX Additional History Not all accidents / issues are reported to CARFAX	Owner 1	Owner 2	Owner 3
Total Loss No total loss reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Structural Damage No structural damage reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Odometer Check No indication of an odometer rollback.	✓ No Issues Indicated	✓ No Issues Indicated	✓ No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	✓ No Issues Reported	✓ No Issues Reported	✓ No Issues Reported
Manufacturer Recall At least 1 manufacturer recall requires service. Check for open recalls or schedule dealer service on GM vehicles at recalls.gm.com.	✓ No Recalls Reported	✓ No Recalls Reported	Recall Reported
Basic Warranty Original warranty estimated to have 28 months or 38,227 miles remaining. Confirm with dealer or vehicle manufacturer.	✓ Warranty Active	✓ Warranty Active	✓ Warranty Active

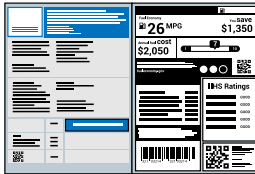

CARFAX Detailed History



Owner 1

Purchased: 2022

Personal Vehicle



Date	Mileage	Source	Comments
Not Reported		General Motors	<p>Vehicle manufactured and shipped to original dealer</p>  <p>Original Window Sticker</p>
05/17/2022	8	Williamson Uxbridge Uxbridge, ON	<p>Vehicle serviced - Odometer reported as 13 kilometers</p> 

905-852-3331

★ 5.0 / 5.0

7 Verified Reviews


♥ 1 Customer Favorite

05/20/2022		Ontario Ministry of Transportation		Dealer took registration of this vehicle - Registration issued or renewed - First owner reported - Registered as personal vehicle - Passed safety inspection - Vehicle color noted as Black
09/24/2022		Ontario Ministry of Transportation		Registration issued or renewed - Registered as personal vehicle - Vehicle color noted as Black
10/06/2022	6,309	Williamson Uxbridge Uxbridge, ON 905-852-3331 ★ 5.0 / 5.0 7 Verified Reviews ♥ 1 Customer Favorite		Vehicle serviced - Maintenance inspection completed - Oil and filter changed - Odometer reported as 10,153 kilometers
03/07/2023		US Dept of Transportation Port Huron, MI		Vehicle imported and declared to meet US highway safety specifications - Bond released on 04/06/2023
03/16/2023	10,433	Simms Chevrolet Co Clio, MI 810-686-1700 ★ 4.8 / 5.0 83 Verified Reviews ♥ 30 Customer Favorites		Vehicle serviced

**Owner 2**

Purchased: 2023

Personal Vehicle

Date	Mileage	Source		Comments
04/27/2023		Ontario Ministry of Transportation		Passed Ontario safety standards inspection - New owner reported - Vehicle color noted as Black
04/28/2023		All Service Glass Lima, OH 419-227-0027		Vehicle serviced - Glass repaired
04/30/2023		Online Listing		Vehicle offered for sale
05/01/2023		Auto Auction		Vehicle sold - Listed as a dealer vehicle



Millions of used vehicles are bought and sold at auction every year.

05/02/2023		Nebraska Motor Vehicle Dept.	Vehicle purchase reported
05/06/2023		Country Auto Blair, NE 402-426-3325	Vehicle offered for sale
05/08/2023		Arkansas Motor Vehicle Dept. Searcy, AR	Vehicle purchase reported - Title issued or updated - Dealer took title of this vehicle while it was in inventory
05/11/2023	10,479	Ohio Motor Vehicle Dept.	Vehicle purchase reported
05/15/2023		Ohio Motor Vehicle Dept. Bluffton, OH	Title issued or updated - Dealer took title of this vehicle while it was in inventory
06/08/2023		Online Listing	Vehicle offered for sale
07/31/2023		Alabama Motor Vehicle Dept. Jasper, AL	Registration issued or renewed - Titled or registered as personal vehicle - Vehicle color noted as Black

**Owner 3**

Purchased: 2023

Personal Vehicle

Date	Mileage	Source	Comments
08/09/2023	11,097	Nebraska Motor Vehicle Dept. Blair, NE	Title issued or updated - New owner reported - Vehicle color noted as Black
08/16/2023	11,773	Alabama Motor Vehicle Dept. Jasper, AL	Vehicle purchase reported - Title issued or updated - Loan or lien reported - Vehicle color noted as Black
08/24/2023		General Motors	Manufacturer Non-Compliance recall issued - Transport Canada# 23472 - Recall #N232417190 AUTOMATIC LOW BEAMS MAY NOT FUNCTION AS REQUIRED - Status: Remedy Available Locate an authorized General Motors dealer to obtain more information about this recall.

⊖ [Learn more about this recall](#)

Description: General Motors has decided that certain 2021 - 2024 model year Chevrolet Silverado, Tahoe, Suburban, and GMC Sierra, Yukon/Yukon XL, and Cadillac Escalade/ Escalade ESV, vehicles may not conform to section 19 (a) of Canada Motor Vehicle Safety Standard (CMVSS) No. 108, "Lighting Systems and Reflective Devices". The standard requires lower-beam headlamps to automatically activate in less than two seconds when the ambient light outside the vehicle is less than 1,000 lux in certain conditions. In these vehicles, automatic headlamp activation may be delayed for a short period of time in certain conditions. During that time, the vehicle could be less visible, increasing the risk of a crash.

In these vehicles, automatic headlamp activation may be delayed for a short period of time in certain conditions. During that time, the vehicle could be less visible, increasing the risk of a crash.

Remedy: General Motors will update the software in the vehicles' Body Control Module (BCM) to correct the condition. Owners who have accepted applicable terms and conditions will have the opportunity to accept these software changes using wireless over-the-air (OTA) technology without having to bring their vehicle to a dealership. Alternatively, owners may schedule to have the updates performed at a GM dealer.

01/25/2024

Alabama
Motor Vehicle Dept.
Jasper, AL

Registration issued or renewed
- Vehicle color noted as Black

Have Questions? Please visit our Help Center at www.carfax.com.



Glossary

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Manufacturer Recall

Automobile manufacturers issue recall notices to inform vehicle owners of a safety defect or failure to meet minimum federal safety or emissions standards. Manufacturer recalls are repaired at no cost to the customer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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2/19/24 9:46:00 AM (CST)

EXHIBIT H

This is Exhibit "H" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

IRREVOCABLE LETTER OF DIRECTION

TO: Dentons Canada LLP ("**Dentons**")

FROM: 13517985 Canada Inc. o/a Wholesale Express ("**WE**") and
Trade X Group of Companies Inc. (the "**Trade X**")

RE: Proceeds of Sale from The Sale of WE (the "**Sale Proceeds**")

WHEREAS Trade X owns all issued and outstanding shares in WE and is marketing WE for sale (the "**Transaction**");

WHEREAS Dentons is Trade X's corporate counsel and will be acting on behalf of Trade X in connection with the Transaction; and

WHEREAS Dentons shall receive the Sale Proceeds in its trust account and shall be directed pursuant to this irrevocable letter of direction.


NOW THEREFORE, I, Luciano Butera, President of Trade X and President of WE, hereby authorize and irrevocably direct Dentons to pay, from the Sale Proceeds collected and/or received by WE and/or Trade X, the amount set forth on Schedule "A" to the party identified on Schedule "A". The amounts set forth on Schedule "A" may be adjusted downward only upon written notice to Dentons from Trade X, WE and all parties identified on Schedule "A".

For so doing this shall be your good and sufficient authority.


Trade X and WE hereby direct these monies in exchange for good and sufficient consideration that has been received by us.

DATED AT MISSISSAUGA, ON THIS 30th DAY OF JANUARY, 2023

TRADE X GROUP OF COMPANIES INC.

Per: 
Name: Luciano Butera
Title: President

13517985 CANADA INC. o/a WHOLESALE EXPRESS

Per: 
Name: Luciano Butera
Title: President

SCHEDULE "A"

Party	Order Number	Reference Num	Currency	Amount
1309767 Ontario Ltd. (SBFS)	S22395	Inv919 / T11109	CAD	\$33,617.50
1309767 Ontario Ltd. (SBFS)	S22400	Inv920 / T11099	CAD	\$145,084.09
1309767 Ontario Ltd. (SBFS)	S22428	Inv940 / T10769	CAD	\$31,600.45
1309767 Ontario Ltd. (SBFS)	S22429	Inv940 / T11100	CAD	\$32,042.28
1309767 Ontario Ltd. (SBFS)	S22430	Inv940 / T11069	CAD	\$33,515.80
1309767 Ontario Ltd. (SBFS)	S22531	Inv949 / T11633	CAD	\$35,649.24
1309767 Ontario Ltd. (SBFS)	S22534	Inv954 / T11216	CAD	\$45,200.00
1309767 Ontario Ltd. (SBFS)	S22535	Inv944 / T11208	CAD	\$62,150.00
1309767 Ontario Ltd. (SBFS)	S22547	Inv945 / T9469	CAD	\$44,578.50
1309767 Ontario Ltd. (SBFS)	S22552	Inv948 / T11654	CAD	\$33,165.50
1309767 Ontario Ltd. (SBFS)	S22556	Inv959 / T11648	CAD	\$48,081.50
1309767 Ontario Ltd. (SBFS)	S22561	Inv948 / T11652	CAD	\$43,221.37
1309767 Ontario Ltd. (SBFS)	S22580	Inv962 / T11645	CAD	\$46,154.85
1309767 Ontario Ltd. (SBFS)	S22581	Inv962 / T11661	CAD	\$39,945.50
1309767 Ontario Ltd. (SBFS)	S22582	Inv961 / T11678	CAD	\$61,980.50
1309767 Ontario Ltd. (SBFS)	S22583	Inv961 / T11679	CAD	\$43,221.37
1309767 Ontario Ltd. (SBFS)	S22584	Inv962 / T11684	CAD	\$43,335.50
1309767 Ontario Ltd. (SBFS)	S22585	Inv961 / T11611	CAD	\$51,628.57
1309767 Ontario Ltd. (SBFS)	S22587	Inv961 / T11642	CAD	\$68,986.50
1309767 Ontario Ltd. (SBFS)	S22588	Inv961 / T11650	CAD	\$68,986.50
1309767 Ontario Ltd. (SBFS)	S22589	Inv962 / T11695	CAD	\$168,765.50
1309767 Ontario Ltd. (SBFS)	S22593	Inv962 / T11657	CAD	\$66,500.50
1309767 Ontario Ltd. (SBFS)	S22609	Inv962 / T11687	CAD	\$48,985.50
1309767 Ontario Ltd. (SBFS)	S22610	Inv962 / T11688	CAD	\$48,897.36
1309767 Ontario Ltd. (SBFS)	S22611	Inv962 / T11689	CAD	\$58,025.50
1309767 Ontario Ltd. (SBFS)	S22612	Inv962 / T11690	CAD	\$63,248.36
1309767 Ontario Ltd. (SBFS)	S22614	Inv962 / T11694	CAD	\$58,025.50
1309767 Ontario Ltd. (SBFS)	S22658	Inv983 / T11605	CAD	\$73,845.50
TOTAL:			CAD	\$1,598,439.24
2601658 Ontario Ltd.	S22586	Inv186 / T11665	CAD	\$47,573.00
2601658 Ontario Ltd.	S22599	Inv191 / T11659	CAD	\$41,300.37
2601658 Ontario Ltd.	S22602	Inv186 / T11672	CAD	\$48,420.50
2601658 Ontario Ltd.	S22604	Inv186 / T11675	CAD	\$48,420.50
2601658 Ontario Ltd.	S22605	Inv186 / T11676	CAD	\$53,278.37
2601658 Ontario Ltd.	S22607	Inv186 / T11685	CAD	\$32,038.89
2601658 Ontario Ltd.	S22608	Inv186 / T11686	CAD	\$48,420.50
2601658 Ontario Ltd.	S22613	Inv199 / T11692	CAD	\$50,340.37
2601658 Ontario Ltd.	S22621	Inv185 / T11726	CAD	\$33,052.50
2601658 Ontario Ltd.	S22622	Inv185 / T11677	CAD	\$47,299.54
TOTAL:			CAD	\$450,144.54

EXHIBIT I

This is Exhibit "I" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

EXHIBIT J

This is Exhibit "J" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

From: Eric van Essen[eric@techlantic.com]
Sent: Mon 10/30/2023 9:31:57 PM (UTC-04:00)
To: Eric Gosselin[eric.gosselin@tradexport.com]; Ryan Davidson[ryan@tradexport.com]; Brent Sawadsky[brent.sawadsky@tradexport.com]
Cc: Wouter Van Essen[wouter@techlantic.com]; June da Costa[june@techlantic.com]
Subject: Transacting through 1309767 Ontario Limited

[WARNING] EXTERNAL EMAIL [!]

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Eric, Ryan and Brent,

I just wanted to formally inform you that to maintain clients and to try to generate some revenue to contribute to overhead while TRADE X sorts things out with PRG, we have decided to do transactions with several clients directly with 1309767 Ontario Limited. This is a new way to transact, so I don't have formulas setup yet, but the plan is to calculate and track a commission payment due to Techlantic where the net result on margin distribution is similar to current/previous operations. We hope to shift everything back to Techlantic once there is stability.

Please let me know if you have any concerns or want to discuss.

Regards,

Eric van Essen

Techlantic Ltd. | 700 Third Line, Oakville, Ontario, Canada, L6L 4B1

Office: +1-905-465-1062 x 234 Mobile: +1-289-242-6182

www.techlantic.com



EXHIBIT K

This is Exhibit “K” referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

ILD AMENDING AGREEMENT

This ILD Amending Agreement dated October ___, 2023 is made between **TRADE X GROUP OF COMPANIES INC.** (“**Trade X**”), and **13517985 CANADA INC.** (“**WE**”).

WHEREAS Trade X and WE are parties to a Irrevocable Letter of Direction dated January 30, 2023 dealing with the payment of certain amounts to 1309767 Ontario Ltd. (“**WouterCo**”) and 2601658 Ontario Ltd. (“**EricCo**”) (the “**ILD**”); and

WHEREAS the parties wish to amend certain of the terms of the ILD by entering into this ILD Amending Agreement;

NOW THEREFORE in consideration of the mutual promises and conditions contained herein the parties agree as follows:

1. Definitions. Except as otherwise expressly provided herein, words and expressions defined in the ILD, when used in this ILD Amending Agreement have the meanings ascribed to them in the ILD.
2. Amendments.

(a) The following excerpt of the ILD is deleted in its entirety:

“NOW THEREFORE, I, Luciano Butera, President of Trade X and President of WE, hereby authorize and irrevocably direct Dentons to pay, from the Sale Proceeds collected and/or received by WE and/or Trade X, the amount set forth on Schedule “A” to the party identified on Schedule “A.”

(b) The following language is to be added in its entirety in place of the language deleted by Section 2(b) hereof:

“NOW THEREFORE, I, Eric Gosselin, Chief Executive Officer of Trade X and Chief Operating Officer of WE, hereby agree to take commercially reasonable action to amend and/or restate the Share Purchase Agreement dated October 19, 2023 between Trade X and 15499189 Canada Inc (the “**Purchaser**”) in respect of the sale of all of the equity securities of WE to the Purchaser (the “**Share Purchase Agreement**”) to provide that an amount equal to \$2,458,300.54¹ shall be paid to WouterCo by way of addition of WouterCo as a lender in respect of the Vendor Loan (as defined in the Share Purchase Agreement); provided that such amount shall reduce the amount of the Vendor Loan owed to Trade X.”

3. Ratification. This ILD Amending Agreement is supplemental to the ILD and forms a part of and has the same effect as though incorporated in, the ILD. Except as amended herein, the ILD as amended by this ILD Amending Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

¹ NTD: Equal to the net present value of \$2,048,583.78 based on a 20% interest rate.

4. Governing Law. The parties agree that this Amending Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
5. Counterparts. This Amending Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and when together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this ILD Amending Agreement as of the date first written above.

TRADE X GROUP OF COMPANIES INC.

By: _____
Name: Eric Gosselin
Title: Chief Executive Officer

13517985 CANADA INC.

By: _____
Name: Eric Gosselin
Title: Chief Operating Officer

Acknowledged and Agreed:

1309767 ONTARIO LTD.

By: _____
Name: Wouter Van Essen
Title: Authorized Signatory

2601658 ONTARIO LTD.

By: _____
Name: Eric Van Essen
Title: Authorized Signatory

EXHIBIT L

This is Exhibit "L" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

Scotiabank. CANADIAN DOLLAR DRAFT 389686
 FINCH & DUFFERIN, DOWNSVIEW, ONT.
 845 FINCH AVENUE WEST
 DOWNSVIEW ONTARIO M3J 2C7
 DATE 20, 23, 12, 019
 \$ 300,000.00
 PAY TO ORDER OF 1309767 ONTARIO LIMITED. CANADIAN FUNDS
 SUM OF EXACTLY 300,000 DOLLARS ***** 00/100
 TO: ANY BRANCH OF THE BANK OF NOVA SCOTIA
 AUTH NO. 10092 THE BANK OF NOVA SCOTIA
 AUTH NO. 130435 AUTHORIZED OFFICER
 AUTHORIZED OFFICER
 Purchaser's Name: *2424081 ONTARIO INC.
 389686 385620020 0000043 922620

Scotiabank. CANADIAN DOLLAR DRAFT 389685
 FINCH & DUFFERIN, DOWNSVIEW, ONT.
 845 FINCH AVENUE WEST
 DOWNSVIEW ONTARIO M3J 2C7
 DATE 20, 23, 12, 019
 \$ 300,000.00
 PAY TO ORDER OF 1309767 ONTARIO LIMITED. CANADIAN FUNDS
 SUM OF EXACTLY 300,000 DOLLARS ***** 00/100
 TO: ANY BRANCH OF THE BANK OF NOVA SCOTIA
 AUTH NO. 10092 THE BANK OF NOVA SCOTIA
 AUTH NO. 130435 AUTHORIZED OFFICER
 AUTHORIZED OFFICER
 Purchaser's Name: *2424081 ONTARIO INC.
 389685 385620020 0000043 922620

Scotiabank. CANADIAN DOLLAR DRAFT 389657
 FINCH & DUFFERIN, DOWNSVIEW, ONT.
 845 FINCH AVENUE WEST
 DOWNSVIEW ONTARIO M3J 2C7
 DATE 20, 23, 12, 019
 \$ 300,000.00
 PAY TO ORDER OF 1309767 ONTARIO LIMITED. CANADIAN FUNDS
 SUM OF EXACTLY 300,000 DOLLARS ***** 00/100
 TO: ANY BRANCH OF THE BANK OF NOVA SCOTIA
 AUTH NO. 10092 THE BANK OF NOVA SCOTIA
 AUTH NO. 130435 AUTHORIZED OFFICER
 AUTHORIZED OFFICER
 Purchaser's Name: *2424081 ONTARIO INC.
 389657 385620020 0000043 922620

Scotiabank.
 FINCH & DUFFERIN, DOWNSVIEW, ONT.
 845 FINCH AVENUE WEST
 DOWNSVIEW ONTARIO M3J 2C7

THIS DOCUMENT CONTAINS SECURITY FEATURES - LE DÉTAILS

CANADIAN DOLLAR DRAFT

389656

DATE 2023, M 12, D 13

PAY TO ORDER OF 1309767 ONTARIO LIMITED \$ 300,000.00

SUM OF EXACTLY 300,000 DOLLARS ***** 00/100 CANADIAN FUNDS

TO:
 ANY BRANCH OF
 THE BANK OF NOVA SCOTIA

AUTH NO. 10092	THE BANK OF NOVA SCOTIA
AUTH NO. B0435	AUTHORIZED OFFICER
	AUTHORIZED OFFICER

Purchaser's Name: *2424081 ONTARIO INC.

⑈389656⑈ ⑆38562⑈002⑆ 00000⑈43 92262⑈

Scotiabank.
 FINCH & DUFFERIN, DOWNSVIEW, ONT.
 845 FINCH AVENUE WEST
 DOWNSVIEW ONTARIO M3J 2C7

THIS DOCUMENT CONTAINS SECURITY FEATURES - LE DÉTAILS

CANADIAN DOLLAR DRAFT

389620

DATE 2023, M 12, D 07

PAY TO ORDER OF 1309767 ONTARIO LIMITED \$ 350,000.00

SUM OF EXACTLY 350,000 DOLLARS ***** 00/100 CANADIAN FUNDS

TO:
 ANY BRANCH OF
 THE BANK OF NOVA SCOTIA

AUTH NO. B0435	THE BANK OF NOVA SCOTIA
AUTH NO. 10092	AUTHORIZED OFFICER
	AUTHORIZED OFFICER

Purchaser's Name: *2424081 ONTARIO INC.

⑈389620⑈ ⑆38562⑈002⑆ 00000⑈43 92262⑈

389621

DATE 2023, M 12, D 87

Scotiabank.
 FINCH & DUFFERIN, DOWNSVIEW, ONT.
 845 FINCH AVENUE WEST
 DOWNSVIEW ONTARIO M3J 2C7

CANADIAN DOLLAR DRAFT

PAY TO ORDER OF 1309767 ONTARIO LIMITED \$ 350,000.00
 CANADIAN FUNDS

SUM OF EXACTLY 350,000 DOLLARS ***** 00/100

TO:
 ANY BRANCH OF
 THE BANK OF NOVA SCOTIA

AUTH NO. 10092	THE BANK OF NOVA SCOTIA
AUTH NO. 80485	AUTHORIZED OFFICER
	AUTHORIZED OFFICER

Purchaser's Name: *2424081 ONTARIO INC.

⑈ 389621 ⑈ ⑆ 385620002 ⑆ 0000043 922621 ⑈

EXHIBIT M

This is Exhibit "M" referred to in the Affidavit of Wouter Van Essen
of the City of Mississauga in the Province of Ontario
sworn before me at the City of Toronto in the Province of Ontario
this the 6th day of June 2024 in accordance with
O. Reg. 431/20 Administering Oath or Declaration Remotely



[Commissioner for Taking Affidavits] [or as may be]

ALEXIS BEALE

From: [Alexis Beale](#)
To: [Harmes, Andrew](#)
Cc: [Descours, Caroline](#); Kamran.Hamidi@fticonsulting.com
Subject: Re: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)
Date: January 3, 2024 2:44:52 PM
Attachments: [Documents on Behalf of 1309767 Ontario Ltd. and 2601658 Ontario Ltd., Jan 3, 2024.pdf](#)

Andrew,

Thank you for the discussion yesterday about the status of the Trade X Receivership and my clients', 1309767 Ontario Ltd. and 2601658 Ontario Ltd., proprietary right in 36 vehicles and/or the proceeds of the sales therefrom.

Further to your request, I attach here a PDF bundle of documents containing the following:

- Tab A (1-36): The relevant invoices pertaining to the vehicles in question. These documents serve as one of the bases upon which my clients' proprietary right is derived, on the stipulated terms that title to the goods shall not pass to the purchaser until full payment is received.
- Tab B: The Irrevocable Letter of Direction dated January 30, 2023. This document was an attempt by the parties to satisfy the obligations to my client. It signifies the good faith attempts for resolution but does not override the existing proprietary rights as established by the invoices.
- Tab C: An email from Wouter van Essen to Techlantic staff dated January 2, 2024. This email details the setoff being applied to satisfy a portion of the amount outstanding to the numbered companies. It's indicative of ongoing efforts to resolve the financial obligations and the interactions between parties involved.

In relation to Tab C and the asserted set off, I would like to provide the following context:

- Collection and Further Procurement: Historically, my clients have procured vehicles for Techlantic. These vehicles are then sold by Techlantic. In that vein, my clients have been collecting certain funds on behalf of Techlantic. These funds were typically reinvested in the procurement of vehicles for Techlantic.
 - In the case of the 14 vehicles currently in question, the end purchaser followed this custom as part of a broader arrangement, which also included

purchases from a Canadian entity related to the purchaser.

- **Change Due to Receivership:** In or around mid-October 2023, in part considering the events leading up to the Receivership, the regular course of business, including the further purchases with the collected funds, has ceased.
- **Basis for Set-Off:** My clients currently holds funds on account of vehicles purchased on Techlantic's behalf. These funds are now asserted to be set off against the pre-existing debt owed to my clients by Techlantic (details are in Tab C and the attachment thereto).

Considering that there is an outstanding amount of \$189,093.28, we request that the Receiver provide us with information to enable us to trace the vehicles and the proceeds from their sale, with reference to the VINs provided in the attached documents. My clients assert a constructive trust claim over these proceeds.

We look forward to your response and further information regarding the claims process.

Kind Regards,
Alexis Beale

Alexis Beale | Rosemount Law Professional Corporation
(647) 692-0222 abeale@rosemountlaw.com

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From: Harmes, Andrew <aharmes@goodmans.ca>

Sent: December 28, 2023 7:54 PM

To: Alexis Beale <abeale@rosemountlaw.com>

Cc: Descours, Caroline <cdescours@goodmans.ca>; Kamran.Hamidi@fticonsulting.com
<Kamran.Hamidi@fticonsulting.com>

Subject: RE: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Great, thanks – I will send an invite.

Andrew Harmes

Goodmans LLP

416.849.6923
aharmes@goodmans.ca
goodmans.ca

From: Alexis Beale <abeale@rosemountlaw.com>
Sent: Thursday, December 28, 2023 7:41 PM
To: Harmes, Andrew <aharmes@goodmans.ca>
Cc: Descours, Caroline <cdescours@goodmans.ca>; Kamran.Hamidi@fticonsulting.com
Subject: Re: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Hi Andrew,

Thank you. Yes, 11:30 is good for me.

Best,

Alexis

On Dec 28, 2023, at 4:35 PM, Harmes, Andrew <aharmes@goodmans.ca> wrote:

Hi Alexis – I am tied up tomorrow but can speak early next week. Would Tuesday after 11am work? Let me know.

Thank you,

Andrew Harmes

Goodmans LLP

416.849.6923
aharmes@goodmans.ca
goodmans.ca

From: Alexis Beale <abeale@rosemountlaw.com>
Sent: Thursday, December 28, 2023 2:47 PM
To: Descours, Caroline <cdescours@goodmans.ca>; Kamran.Hamidi@fticonsulting.com
Cc: Harmes, Andrew <aharmes@goodmans.ca>
Subject: RE: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Hi Caroline,

I am in the process of preparing a letter regarding my clients' interests in the

receivership, but I think it may be helpful to have a call to discuss. Do you have any availability tomorrow or early next week?

Kinds regards,

Alexis

Alexis Beale | Rosemount Law Professional Corporation
(647) 692-0222 abeale@rosemountlaw.com

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From: Descours, Caroline <cdescours@goodmans.ca>
Sent: Friday, December 22, 2023 3:08 PM
To: Alexis Beale <abeale@rosemountlaw.com>; Kamran.Hamidi@fticonsulting.com
Cc: Harmes, Andrew <aharmes@goodmans.ca>
Subject: RE: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Hi Alexis,

That is correct. FTI was appointed receiver today.

We will add you to the service list going forward and caselines.

Thank you.

Caroline Descours

(she/her)

Goodmans LLP

[416.597.6275](tel:416.597.6275)

From: Alexis Beale <abeale@rosemountlaw.com>
Sent: Friday, December 22, 2023 1:59 PM
To: Kamran.Hamidi@fticonsulting.com; Descours, Caroline <cdescours@goodmans.ca>
Subject: Receivership Application of MBL Administrative Agent (Court File No. CV-23-00710413-00CL)

Good afternoon,

My name is Alexis Beale and I am counsel to (1309767 Ontario Ltd. and 2601658 Ontario Ltd., collectively the “Van Essen Numbered Companies”). I

have just been retained and I am in the process of getting up to speed, but I understand that FTI was appointed as Receiver earlier today. My clients have an interest in this Receivership I request that you add me to the service list, on my clients' behalf.

I would also like to be invited to the Caselines site for this matter, so that my clients have access to all materials filed/ orders granted to date.

Kind regards,

Alexis Beale

Alexis Beale | Rosemount Law Professional Corporation
(647) 692-0222 abeale@rosemountlaw.com

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Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**AFFIDAVIT
OF WOUTER VAN ESSEN**

ROSEMOUNT LAW PC
150 King Street W. Suite 200
Toronto, ON M5H 1J9

Alexis Beale
Tel:647-692-0222
abeale@rosemountlaw.com

Applicant Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

RESPONDING RECORD

ROSEMOUNT LAW PC
150 King Street W. Suite 200
Toronto, ON M5H 1J9

Alexis Beale (LSO No. 65902W)
Tel:647-692-0222
abeale@rosemountlaw.com

Lawyers for the Responding Parties,
the Van Essen Companies