

Court File No. CV-23-00001810-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Plaintiff

and

2644833 ONTARIO INC. and AMINULLAH NAWROZADA also known as AMIN QU

Defendants

SUPPLEMENTARY MOTION RECORD

(Motion for an Order appointing a Receiver
Hearing Date: February 6, 2024, Via Video Conference)

December 21, 2023

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto ON M5H 4G2

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115

Lawyers for the Plaintiff,
DUCA Financial Services Credit Union
Ltd.

TO:
SERVICE LIST

SERVICE LIST

(re: Motion to appoint Receiver)

NO.	NAME	METHOD OF SERVICE
1.	<p>TOCK DISPUTE RESOLUTION 692 Briar Hill Avenue Toronto ON M6B 1L3</p> <p>Shawn Tock shawn@tockdr.com Tel: 647-802-4929</p> <p>Lawyers for the Defendants, 2644833 Ontario Inc. and Aminullah Nawrozada also known as Amin Qu</p>	<p>BY E-MAIL TO: shawn@tockdr.com</p>
2.	<p>MSI SPERGEL INC. 505 Consumers Road, Suite 200, Toronto ON M2J 4V8</p> <p>Mukul Manchanda Tel: (416) 498-4314 E-Mail: mmanchanda@spergel.ca</p> <p>Paula Amaral E-Mail: pamaral@spergel.ca</p> <p>Proposed Receiver</p>	<p>BY E-MAIL TO: mmanchanda@spergel.ca</p> <p>pamaral@spergel.ca</p>
3.	<p>LERNERS LLP 225 King Street West, Suite 1600 Toronto ON M5V 3M2</p> <p>Domenic Magisano Tel: (416) 601-4121 E-Mail: dmagisano@lernalers.ca</p> <p>Lawyers for the Proposed Receiver</p>	<p>BY E-MAIL TO: dmagisano@lernalers.ca</p>
4. T	<p>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by Ministry of Finance Legal Services Branch 33 King Street, 6th Floor Oshawa L1H 8H5</p> <p>Attention: Steven Groeneveld Senior Counsel, Ministry of Finance Tel: (905) 440-2470 E-Mail: steven.groeneveld@ontario.ca</p>	<p>BY E-MAIL TO: steven.groeneveld@ontario.ca</p>

NO.	NAME	METHOD OF SERVICE
5.	<p>CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto ON M5H 1T1</p> <p>E-Mail: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>	<p>BY E-MAIL TO: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>
6.	<p>INSOLVENCY UNIT Province of Ontario E-Mail: insolvency.unit@ontario.ca</p>	<p>BY E-MAIL TO: insolvency.unit@ontario.ca</p>
7.	<p>JOEL S. MOLDAVER 121 George Street North Peterborough ON K9J 3G3</p> <p>Tel: (705) 743-1801 E-Mail: jmoldaver@cogeco.net</p> <p>Lawyer for Mijar Limited</p>	<p>BY E-MAIL TO: jmoldaver@cogeco.net</p>
8.	<p>TOWNSHIP OR ORO-MEDONTE 148 Line 7 South Oro-Medonte ON L0L 2E0</p>	<p>BY COURIER</p>
9.	<p>SCARFONE HAWKINS LLP 1 James Street South, 14th Floor Hamilton ON L8P 4R5</p> <p>Marc Ronca E-Mail: mronca@shlaw.ca</p> <p>Lawyers for Global Fuels Inc.</p>	<p>BY E-MAIL TO: mronca@shlaw.ca</p>

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SUPERIOR COURT OF JUSTICE**

B E T W E E N:

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Plaintiff

and

2644833 ONTARIO INC. and AMINULLAH NAWROZADA also known as AMIN QU

Defendants

**AFFIDAVIT OF CHRISTINE CAVARZAN
(SWORN DECEMBER 21, 2023)**

I, **CHRISTINE CAVARZAN**, of the City of Burlington, in the Regional Municipality of Halton, **MAKE OATH AND SAY:**

1. I am a law clerk employed by the law firm, Minden Gross LLP. I work primarily with Rachel Moses, a partner with Minden Gross LLP, lawyers for the plaintiff, DUCA Financial Services Credit Union Ltd. ("**DUCA**"), in this action and as such I have knowledge of the matters to which I hereinafter depose.

2. Attached as **Exhibit "A"** is an email sent by Carol Liu of Minden Gross LLP attaching the Global Fuels Notice and the Fuel Supply Contract as defined in the Affidavit of Ivan Bogdanovich sworn October 20, 2023.

3. This affidavit is sworn in support of DUCA's motion and for no other or improper purpose.

SWORN by Christine Cavarzan of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Toronto, in the Province of Ontario, on December 21, 2022 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

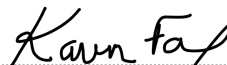


Commissioner for Taking Affidavits
(or as may be)

CHRISTINE CAVARZAN

Karen Anne Fox, a Commissioner, etc.,
Province of Ontario, for Minden Gross LLP,
Barristers and Solicitors.
Expires December 18, 2026.

This is Exhibit "A" referred to
in the Affidavit of Christine Cavarzan
Sworn this 21st
day of December, 2023.



.....
A Commissioner for Taking Affidavits

Karen Anne Fox, a Commissioner, etc.,
Province of Ontario, for Minden Gross LLP,
Barristers and Solicitors.
Expires December 18, 2026.

From: Carol Liu <CLiu@mindengross.com>
Sent: Wednesday, September 13, 2023 2:53 PM
To: tturner@shlaw.ca
Cc: Ken Kallish <KKallish@mindengross.com>
Subject: 2644833 Ontario Inc. ("264") - Notice registered pursuant to Land Titles Act

Good afternoon Tiffany,

Thank you for speaking with me on the phone today at 2:30pm. I am a lawyer with Minden Gross LLP and we act for DUCA Financial Services Credit Union Limited in the matter of 2644833 Ontario Inc. ("264")

As you confirmed with me, your firm registered the attached Notice on title of a property owned by 264. The property is municipally known as 1525 Highway 11, Shanty Bay, Ontario, and the Notice was registered because of an amount owing to your client Global Fuels Inc. by 264 under the attached Fuel Supply Contract. Could you please advise, what is the exact amount owing by 264 to Global Fuels Inc.?

You also advised me that the lawyer with carriage of this matter in your office is Marc Ronca, so you will confer with Marc and get back to me on the question.

We look forward to hearing from you. Thanks very much for your assistance.



CAROL LIU

Associate **T:** [416.369.4287](tel:416.369.4287) **F:** 416.864.9223 www.mindengross.com
145 King St. West, Suite 2200, Toronto, ON M5H 4G2
Save contact details: [Carol Liu](#)

MERITAS LAW FIRMS WORLDWIDE

This communication is for the use of the individual or entity named herein and contains information that may be privileged and confidential. If you are not the intended recipient, any dissemination, distribution or copying of this message or its contents is strictly prohibited. If you have received this message in error, please advise the sender immediately.

**MOTOR FUEL SUPPLY AGREEMENT
MOBIL-BRANDED MOTOR FUELS**

This Agreement is made this **October 1, 2018** (the "Effective Date").

BETWEEN:

GLOBAL FUELS INC.
4903 Thomas Alton Blvd.
Suite 211,
Burlington, Ontario
L7M 0W8
(hereinafter called "Distributor")

- and -

2644833 Ontario Inc.
(hereinafter called "Dealer") having a
motor fuels "Marketing Premises" located at
1525 Hwy 11 N
Shanty Bay, Ontario
L0L 2L0

- and -

Amin Qu
(hereinafter called the "Guarantors")

WHEREAS Distributor is engaged in the sale and distribution of high quality petroleum products under the nationally and internationally known MOBIL trade mark;

AND WHEREAS the Dealer desires to carry on the business of the sale of petroleum products in accordance with this Agreement;

AND WHEREAS the Guarantors have agreed to guarantee the obligations of the Dealer under this Agreement as consideration in part for the Distributor entering into this Agreement;

AND WHEREAS, based on its marketing strategies Imperial Oil, a partnership of Imperial Oil Limited and McColl-Frontenac Petroleum Inc. ("Imperial Oil") has established the following core values ("Core Values"), namely

- To deliver quality products that customers can trust.
- To employ friendly, helpful people.
- To provide speedy, reliable and friendly service.
- To provide clean, attractive and well maintained retail facilities.
- To be a responsible, environmentally conscious neighbour.

NOW THEREFORE the Distributor and the Dealer agree as follows:

2. Grant

Distributor, under an MOBIL Branded Distributor Agreement with Imperial Oil, has the right to grant to Dealer the use of certain Imperial Oil owned proprietary marks. Subject to the terms and conditions of this Agreement, Distributor grants Dealer the right to use the "MOBIL" mark and such other proprietary marks specified by Imperial Oil, from time to time, for use in connection with the sale of MOBIL-branded motor fuels ("Proprietary Marks") at the Marketing Premises. Dealer hereby accepts the use of the Proprietary Marks subject to the terms and conditions of this Agreement and agrees to conduct its business in a manner consistent with the commitments in the Core Values and agrees to comply with Imperial Oil business standards and policies, including, without limitation Imperial Oil's National Standards Handbook as amended and updated (including Minimum Acceptable Ratings, if any) and training requirements, as communicated by Distributor from time to time. DEALER ACKNOWLEDGES THAT ITS RELATIONSHIP IS EXCLUSIVELY WITH DISTRIBUTOR. NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING A CONTRACTUAL OR OTHER RELATIONSHIP BETWEEN DEALER AND IMPERIAL OIL.

3. Related Businesses

Distributor acknowledges that Dealer may wish to operate, during the term of this Agreement, additional businesses ("Related Businesses") at the Marketing Premises using either the Proprietary Marks specified by Imperial Oil from time to time in connection with any such Related Businesses, Distributor's trademarks, Dealer's own trademarks or third party trademarks. Dealer acknowledges that the operation of the Related Businesses, whether branded with Proprietary Marks or other trademarks, impacts the customers' perception and acceptance of the MOBIL-branded motor fuels and Proprietary Marks. Accordingly, Dealer may operate a Related Business at the Marketing Premises only in compliance with this Agreement and any and all requirements for that Related Business communicated by Distributor to Dealer from time to time. If Dealer fails to comply with this Agreement or any such requirements, and without limiting Distributor's other rights or remedies under applicable laws or under this Agreement or any related or supplemental agreement, including termination or non-renewal of this Agreement, Distributor may require Dealer to stop operating the Related Business and for Related Businesses bearing Proprietary Marks, or the Distributor's trademarks, may also withdraw its approval for the use of any such Proprietary Marks or trademarks. From the Effective Date, Dealer shall not operate any Related Businesses or other businesses or activities, or change, delete or add any Related Businesses or other businesses or activities at the Marketing Premises unless agreed in writing by the parties hereto.

4. Term

The term of this Agreement is for the period beginning on **October 1, 2018** and ending on **September 30, 2028** or **40,000,000** litres in fuel purchases; whichever is last. A further Five (5) year option starting October 1, 2028 and ending September 30, 2033 will apply, unless Distributor provides 90 days prior written notice; of their intention not to renew. If the said term exceeds the term of the MOBIL Branded Distributor Agreement that is in effect between the Distributor and Imperial Oil at the beginning of this Agreement, then the term of this Agreement shall expire upon the expiry of the said MOBIL Branded Distributor Agreement. Should this agreement be terminated for any reason, the Dealer will reimburse the Distributor for the value of the unamortized value of the Development Consideration and the Loaned Equipment as provided for herein, at the end of the term of the Agreement.

5. Product Quantities

- a. Distributor shall sell and deliver and Dealer shall purchase, receive and pay for the Dealer's entire requirements of MOBIL-branded motor fuel for sale at the Marketing Premises in the quantities and at the prices and terms and conditions set out herein. The motor fuels purchased by Dealer from Distributor under this Agreement shall be for resale at the Marketing Premises only. The Dealer shall use good faith and diligent efforts to maximize the sale of MOBIL-branded motor fuels at the Marketing Premises. Dealer shall at all times have available for sale at the Marketing Premises such quantities of the MOBIL-branded motor fuels as are sufficient to meet the demand from time to time of the Dealer's retail customers.
- b. The minimum annual volume of MOBIL-branded motor fuel Dealer is obligated to purchase during any contract year ("contract year" meaning the consecutive twelve (12) months beginning on the Effective Date

and each subsequent consecutive twelve (12) month period) is **4,000,000 litres** (the “Minimum Annual Volume”). The Minimum Annual Volume shall be subject to any changes prescribed by government rules, regulations or orders or resulting from any plan of allocation by Imperial Oil.

- c. In each contract year, Dealer must purchase from Distributor a minimum of eighty percent (80%) of the Minimum Annual Volume for MOBIL-branded motor fuel. Should Dealer fail, in any contract year, to purchase the aforementioned 80% of the Minimum Annual Volume of MOBIL-branded motor fuel, Distributor may terminate or not renew this Agreement upon giving 60 days prior written notice to the Dealer and the Guarantor(s).

6. Dealer Payment

- a. As consideration in part for the Dealer accepting the use of the Proprietary marks as set out herein, Distributor shall pay to the Dealer a payment in the amount of **2.5** cents per litre (plus applicable taxes) multiplied by the number of litres of the MOBIL-branded motor fuels purchased by the Dealer from Distributor pursuant to this Agreement (the **Dealer Payment**). The Dealer Payment shall be calculated by Distributor based on the Distributors’ records and paid by Distributor to the Dealer monthly in arrears within twenty (20) days immediately following the end of each month during the term of this Agreement.
- b. Distributor shall have the right to reduce the amount of the Dealer Payment upon sixty (60) days’ prior written notice to the Dealer and the Guarantors if the Dealer fails to purchase eighty (80) percent of the Minimum Annual Volume in any contract year.
- c. It shall be a condition precedent to the payment of the Dealer Payment each month that: (i) the Dealer shall not be in default in the observance or performance of any of the covenants or agreements contained in this Agreement; and (ii) this Agreement shall not have terminated.

7. Right of First Refusal

(1) To Purchase/Lease/Sublease

- a. The Dealer hereby grants to the Distributor the right of first refusal to purchase, lease or sublease (as the case may be) the Marketing Premises on the terms of any bona fide written offer received by the Dealer during the term of this Agreement which the Dealer is willing to accept. The Dealer shall send such written offer to the Distributor in the manner provided herein for the giving of notices, and the Distributor shall have thirty (30) days from the receipt of such written offer in which to notify the Dealer that it elects to purchase, lease or sublease (as the case may be) the Marketing Premises on the terms of such offer. If the offer does not consist wholly of cash the Distributor shall have the right to meet the terms of such offer with a reasonable equivalent in cash. In the event the Distributor does not exercise its rights hereunder, the Dealer shall be free after the end of said period of thirty (30) days to sell, lease or sublease the Marketing Premises on the terms and conditions contained in the bona fide written offer but subject to the terms of this Agreement including this option. Furthermore, the Dealer may only sell, lease or sublease the Marketing Premises if the 3rd party purchaser of the Marketing Premises Assumes and agrees to all terms and conditions of this Motor Fuel Supply Agreement.
- b. In the event the Distributor exercises its rights to purchase, lease or sublease (as the case may be) the Marketing Premises, this Agreement, together with any other related agreements, shall terminate on the date of closing or completion of the transaction.
- c. The Dealer covenants and agrees that as a condition precedent to the Distributor allowing the Dealer to sell or lease or sublease the Marketing Premises and the business thereon to a third party, the Dealer will execute and

deliver to the solicitor acting on the Dealer's behalf in such transaction an irrevocable authorization and direction to pay to the Distributor, out of the proceeds of the transaction, such amounts of money that are still due and owing to the Distributor by the Dealer. In the event the proceeds of the sale paid to the Distributor are insufficient to extinguish the Dealer's indebtedness to the Distributor, the Dealer shall continue to be liable to the Distributor for any remaining indebtedness to the Distributor.

(2) To Supply

- a. The Dealer hereby grants to the the Distributor the irrevocable option to supply the Marketing Premises with motor fuels for a period to commence upon the expiration of this Agreement or any extension or renewal thereof provided the Distributor agrees to match the discounted rack rate of any bona fide offer the Dealer may receive from a competitor during the Term of the Agreement or any renewal thereof and for a period of six months following the end of the Term or any renewal thereof and which the Dealer is willing to accept. It being understood that the Distributor shall not be required to match any other terms of the competitor's offer other than the proposed discounted rack rate. A written notice of the offer as well as a true copy of the offer shall be sent by the Dealer to the Distributor and the Distributor shall have the right during the next thirty (30) days after receipt of such notice, by written notice to the Dealer, to elect to supply the Marketing Premises with motor fuels based upon the discounted rack rate, with all other terms and conditions continuing under the terms of this Agreement. If the Distributor does not exercise its first right of refusal, the Dealer shall be free to accept the offer but the Dealer recognizes the it will have, as liquidated damages, to reimburse the Distributor the costs associated to the removal of the equipment situated at the Marketing Premises and belonging to the Distributor.

8. Price and Terms of Sale

- a. The Dealer shall pay Distributor for the MOBIL-branded motor fuels purchased pursuant to this Agreement the price thereof in effect at the Distributors' designated loading rack at the time that the motor fuels are loaded for delivery to the Dealer, plus the cost of delivery, plus all applicable taxes. The motor fuel prices hereunder will be established daily by the Distributor and are subject to change at any time and without notice. The designated loading rack, delivery rate and applicable taxes in effect at the commencement of this Agreement are set out in Schedule "A" hereto. In the event of a shortage or unavailability of the motor fuels at the Distributors' designated loading rack for any particular delivery to the Dealer the Distributor shall use its best efforts to deliver motor fuels from an alternate loading rack in order to complete the delivery and the Dealer hereby agrees to pay for any increased costs required to complete such delivery.
- b. Measurement of the volume of each delivery of the motor fuels sold and purchased hereunder will be determined as the metered volume loaded at the loading rack adjusted to a temperature of 15 degrees Celsius in accordance with normal industry practice.
- c. All purchases of the MOBIL-branded motor fuels, shall be paid by the Dealer upon or before delivery in immediately available funds as set out herein, unless Distributor, in its sole discretion and from time to time, grants credit terms to the Dealer. If Distributor grants credit terms to the Dealer, such credit terms may be amended by Distributor in its sole discretion upon written notice from time to time. If Distributor grants credit terms to the Dealer and the Dealer accepts delivery of any MOBIL-branded motor fuel in accordance therewith, the Dealer shall comply with such credit terms for all purposes, including without limitation paying interest on overdue accounts at rates to be determined by Distributor from time to time. Distributor reserves the right to withhold any amounts due by the Distributor to the Dealer and apply such amounts directly as a set-off against any amounts due and outstanding owing to the Distributor. If the Dealer's account is past due the Distributor may in its sole discretion and without notice decline to make deliveries of motor fuels to the Dealer and the Distributor shall not be liable for any costs, claims, or damages in connection therewith.

- d. The Dealer shall pay interest on any past due amounts at the rate of 18% per annum calculated daily, not in advance, and compounded monthly so long as payment of any monies due and payable hereunder is outstanding.
- e. Any payment made to Distributor by the Dealer pursuant to this Agreement:
 - (1) shall be made together with applicable taxes and become due and payable on the date and at the time and at the location determined by Distributor, in its sole discretion and from time to time;
 - (2) may be collected by Distributor by pre-authorized debit in the manner set out on Schedule "B" or by wire transfer.
- f. The Dealer shall, from time to time, execute and deliver to Distributor an authorization for pre-authorized debit substantially in the form of Schedule "B" in order to facilitate the collection of payments pursuant to this Section. Distributor may amend Schedule "B", in its sole discretion and from time to time, upon sixty (60) days' prior written notice to the Dealer.
- g. The Dealer shall use the retail credit and debit system and point of sale services prescribed by Imperial Oil from time to time to be used by the Dealer exclusively in the Dealer's business, and for no other purpose. The Dealer shall be entitled to use such equipment and facilities and certain maintenance and support services; provided that the Dealer pays for all costs associated therewith, including complying with all requirements of such retail credit and debit system and regular maintenance and replacement in the event of loss or damage, and the Dealer complies with all guidelines therefor. Dealer shall pay all fees established from time to time for the use of all such retail credit and debit systems and the Dealer shall comply with all the terms, conditions and regulations relating thereto. The Dealer shall pay all commissions and charges required to be paid by the Dealer to the proprietors and operators of such system(s).
- h. Distributor agrees that, upon receipt of information from Imperial Oil that the Dealer has submitted any valid customer credit card receipts to Imperial Oil for processing, the Distributor will credit the Dealer's purchase of the next delivery of motor fuels with the amount of such receipts.

9. Delivery

- a. Delivery will be by tank truck into Dealer's storage tanks at the Marketing Premises. Property, title and risk of loss of the motor fuel shall pass to the Dealer as the motor fuel is discharged from Distributor's tank truck and passes the collar of the fill pipe of the Dealer's storage tanks at the Marketing Premises.
- b. Dealer shall ensure that the Distributors tank truck will have unimpeded access to the fill pipes and storage tanks while making any delivery to the Marketing Premises.
- c. Dealer will notify Distributor of any required delivery of motor fuels in accordance with Distributors written ordering and delivery procedures. Dealer will only order deliveries in "full truck load" quantities as set out in Schedule "A". Distributor reserves the right to amend its ordering and delivery procedures on written notice to the Dealer. Dealer will accept delivery of the MOBIL-branded motor fuels into the storage tank(s) on the Marketing Premises in accordance with the Distributors ordering and delivery procedures.
- d. Upon the dispatch of a delivery vehicle by Distributor to deliver the MOBIL-branded motor fuels to the Marketing Premises, the Dealer agrees to either accept the delivery of a "full truck load" of the MOBIL-branded motor fuels (or less than a "full truck load" of the MOBIL-branded motor fuels only pursuant to Subsection (e) of this Section) at the time the delivery truck arrives at the Marketing Premises or pay to Distributor all the reasonable costs incurred by Distributor in connection with any delay or aborted delivery.
- e. Distributor shall not be required to deliver to the Dealer the MOBIL-branded motor fuels in any quantity less than a "full truck load" or "deemed full truck load", which shall be determined in each case by Distributor in its sole discretion and from time to time. If the Dealer requests the delivery of and Distributor agrees to deliver the MOBIL-branded motor fuels in a quantity less than a "full truck load" or "deemed full truck load", then Distributor may charge, and the Dealer shall pay, an additional service charge therefor; however,

the delivery by Distributor of MOBIL-branded motor fuels in a quantity less than a "full truckload" or "deemed full truckload" on any one or more occasions shall not require Distributor to deliver Motor Fuels in such quantity on any other occasion. Whether such additional service charge shall be levied and, if so, in what amount shall in each case be in the sole discretion of Distributor from time to time.

10. Product Control

- a. Dealer shall exercise the highest degree of care in handling, storing, selling and using the MOBIL-branded motor fuel delivered to the Marketing Premises and shall provide the written acknowledgment as provided for in Schedule "K". Dealer shall not cause or allow any contamination, mixing, commingling, adulteration or otherwise change in the composition of any MOBIL-branded motor fuel (including without limitation, the blending of such motor fuels with ethanol). Dealer shall not sell from the Marketing Premises MOBIL-branded motor fuels that are contaminated or adulterated or fail to meet the fuel requirements under applicable law in effect at the time of delivery including, without limitation, requirements relating to octane, oxygen content, sulfur content, and all other regulated components or characteristics of a motor fuel or motor fuel additive, or unleaded gasoline requirements. Distributor may refuse to make deliveries into Dealer's storage tanks at the Marketing Premises until in Distributor's judgment, any deficiencies in the quality of motor fuels at the Marketing Premises are corrected.
- b. Access to Premises. Dealer grants Distributor and Imperial Oil (including their employees, agents and contractors) the right to enter the Marketing Premises during normal business hours to examine the contents of Dealer's storage tanks in which said motor fuels purchased hereunder are handled or stored. Distributor and Imperial Oil (including their employees, agents and contractors) may obtain samples from any of the aforementioned storage tanks and may otherwise review all documents and records relating either directly or indirectly to Dealer's obligations under this Agreement.

11. Contingencies

No party hereto shall be deemed to be in default of or shall be liable for the non-performance of any covenant, agreement, or obligation of this Agreement (except for the Dealer's obligation to pay for any amounts due to Distributor or to Imperial Oil or any person affiliated with distributor under this Agreement) if such default or non performance is caused by any occurrence which is beyond the reasonable control of the party affected. Any delays in or failure of performance by Distributor shall not constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused:

- a. Because of compliance with any order, request, or control of any governmental authority; or
- b. When the supply of motor fuel at any facility or the production, manufacture, storage, transportation, distribution or delivery contemplated by Distributor is interrupted, unavailable or inadequate for any reason or cause which Distributor determines is beyond its reasonable control when acting in good faith in the ordinary course of business. The Distributor shall have the right to reduce the quantities of motor fuels to be sold under this Agreement by allocating its available supply of motor fuels among its customers, itself, and its related and subsidiary companies in such manner as it may in its sole and absolute discretion determine and Distributor shall not be obliged to obtain or purchase other supplies of the motor fuels to make up any such shortage.

12. Proprietary Marks

- a. Dealer shall only use the Proprietary Marks designated and permitted by Imperial Oil for Dealer's use and shall only use such marks to designate the origin of the MOBIL-branded motor fuels and otherwise in the manner authorized and instructed by Distributor from time to time. DEALER AGREES THAT MOTOR FUELS AND PETROLEUM PRODUCTS OF OTHERS WILL NOT BE SOLD BY DEALER UNDER SUCH PROPRIETARY MARKS. If, in the sole opinion of Distributor, any samples taken by Distributor or Imperial Oil under this Agreement are not MOBIL-branded motor fuels, or are not in the condition in which delivered by Distributor, or any documents and records reviewed by Distributor or Imperial Oil show Dealer

has failed to comply with its obligations hereunder, Distributor may, at its sole option, debrand the Marketing Premises in question or cancel and terminate this Agreement.

- b. By written notice to Dealer, Distributor may withdraw its approval to: (i) brand the Marketing Premises ("debrand") or (ii) use or operate any motor fuels business or Related Businesses at the Marketing Premises, if, in Distributor's sole judgment: (i) the Marketing Premises (or the motor fuels business and/or Related Businesses) fails to portray the image and standards expected from MOBIL-branded retail outlets; or (ii) Dealer is in default of any obligation, condition, representation, or warranty under this Agreement or any related or supplemental agreement.
- c. If Distributor debrands the Marketing Premises, withdraws its approval to use or operate the motor fuels business or Related Businesses at the Marketing Premises, upon termination of this Agreement, or prior thereto upon demand by Distributor, Dealer shall discontinue the posting, mounting, display or other use of the Proprietary Marks, and any sign, poster, placard, plate, device or form of advertising matter whether or not received from Distributor, consisting in whole or in part of the name Imperial Oil or any of the Proprietary Marks except only to the extent they appear as labels or identification of products still in the containers or packages designed and furnished by Imperial Oil.
- d. Dealer agrees to take no action that will diminish or dilute the value of the Proprietary Marks. Dealer shall not sell non-MOBIL-branded motor fuels under any of the Proprietary Marks, including without limitation, any MOBIL-identified canopy or at any fueling island where Dealer is selling MOBIL-branded motor fuels.
- e. Dealer shall not use the Proprietary Marks as part of Dealer's corporate or other name.
- f. Dealer hereby consents to Distributor or Imperial Oil removing or painting over the Proprietary Marks the use of which is granted to the Dealer pursuant to this Agreement, including without limitation the MOBIL trade name, trade-marks, signs and advertising items, prior to the expiration or earlier termination of this Agreement. The Dealer agrees to reimburse the Distributor for the cost of removing or painting over the Proprietary Marks.

13. Customer Service & Operating Standards

- a. Dealer shall ensure that its Marketing Premises meet the following minimum image requirements (unless such compliance will result in the Dealer being in breach of any federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or permits), failing which Dealer shall lose the right to use or display Proprietary Marks at any such Marketing Premises:
 - (1) Paved driveways with safe and good ingress and egress; and
 - (2) Permanent building which is structurally sound and complies with all fire, building and zoning codes and ordinances; and
 - (3) Clean premises free of debris, trash, and fire hazards; and
 - (4) Modern restrooms for men and women available to the general public; and
 - (5) Offer two(2) grades of MOBIL-branded motor fuels; and
 - (6) Posting, at all times, of actual motor fuel prices, in numerals, in Imperial Oil-approved price sign systems located on the Marketing Premises; and
 - (7) Compliance with applicable operating standards as described in Schedule "C", and facility standards as described in Schedule "I" ("Facility Requirements"), which are incorporated herein and made a part of this Agreement.

- b. While using any Proprietary Marks, Dealer agrees:
- (1) To render appropriate, prompt, efficient, and courteous service, at the Marketing Premises, to respond expeditiously to all customer complaints, making fair adjustment when appropriate, and otherwise conduct Dealer's business in a fair and ethical manner and maintain the Marketing Premises in a manner which will foster customer acceptance of and desire for the MOBIL-branded motor fuels sold hereunder;
 - (2) To provide sufficiently qualified and neatly dressed personnel in uniform at the Marketing Premises as appropriate to render first class service to customers;
 - (3) To keep restrooms clean, orderly, sanitary and adequately furnished with restroom supplies;
 - (4) To assist in maintaining a high level of customer acceptance of Proprietary Marks by keeping the Marketing Premises open for dispensing of the MOBIL-branded motor fuels during such hours each day and days a week as are reasonable considering customer convenience, competitive conditions and economic consequences to Dealer;
 - (5) To purchase, maintain, and display an adequate quantity of MOBIL-branded motor oils, lubricants, greases, anti freeze, and other petroleum products and related products (the "Petroleum Products") for resale from the Marketing Premises to meet the needs of Dealer's retail customers from time to time. Dealer acknowledges that the Distributor is not a distributor of Petroleum Products and agrees to purchase the Petroleum Products directly from Imperial Oil or its designated distributor of Petroleum Products in the Dealer's market area;
 - (6) To keep the Marketing Premises open for business on the days and during the hours that are sufficient to meet the demand from time to time of the Dealer's retail customers; and
 - (7) To ensure that the automobile maintenance and repair services, if any, provided on the Marketing Premises are performed to the reasonable satisfaction of the consumers of such services.
- c. Dealer agrees that Distributor may revoke permission to display Proprietary Marks at the Marketing Premises which, after reasonable notice by Distributor to cure, continues to be in violation of this Section.
- d. Dealer shall not permit at the Marketing Premises:
- (1) Any consumption of intoxicating beverages in violation of applicable federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or permits; or
 - (2) The sale or use of illegal drugs or drug paraphernalia; or
 - (3) The sale of any pornographic material or other material that Distributor determines may be offensive to the general public.
- e. Dealer shall not permit at the Marketing Premises the illegal sale of any tobacco products, including without limitation, sales in violation of any federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or permits relating to youth access to tobacco products. Dealer shall promptly advise Distributor of any charges or notifications of violations received at the Marketing Premises from any regulatory authority resulting from any such tobacco sales and of the resolution of any such charges and notifications.
- f. The Dealer acknowledges receipt of and shall comply with the Imperial Oil Operating Standards Manual (the "Manual"), including without limitation the Operating Standards and the other standards, methods, procedures and specifications established by Imperial Oil from time to time applicable to the operation the Dealer's business. The provisions of the Manual, including without limitation the Operating Standards and

the other standards, methods, procedures and specifications applicable to carrying on the Dealer's business, are hereby incorporated into and shall form a part of this Agreement and the Dealer shall comply with same as if fully set forth herein. The Manual shall at all times remain the exclusive property of Imperial Oil and shall be returned to Distributor promptly upon request and, in any event, upon the expiration or earlier termination of this Agreement. Neither the Dealer nor the Dealer's employees shall at any time copy, duplicate or otherwise reproduce or transcribe the Manual or any part thereof without Imperial Oil's priorwritten consent. The Dealer acknowledges that the entire contents of the Manual is of a proprietary and confidential nature and is a trade secret of Imperial Oil. The Dealer shall maintain the absolute confidentiality of all such information during the term of this Agreement and after the expiration or earlier termination of this Agreement and shall not disclose any such information for any reason whatsoever, disclosing the same to the Dealer's employees only to the extent necessary for the operation of the Dealer's business in accordance with this Agreement. The Dealer further agrees not to use any such information, directly or indirectly, in any other business or in any other manner or obtain any benefit therefrom not specifically approved in writing by Imperial Oil.

14. No Exclusive Marketing Rights

This Agreement does not give Dealer an exclusive right in any market or geographic area to sell MOBIL-branded motor fuel or conduct any of the Related Businesses. Dealer acknowledges that Distributor and Imperial Oil may directly or indirectly compete with Dealer or the Marketing Premises by using, or authorizing the use of any trademark or trade names owned by Imperial Oil (or any of its subsidiaries or affiliates) from time to time including, without limitation, the Proprietary Marks ("Trademarks"), including in close proximity to, and notwithstanding any commercial impact on the Marketing Premises. Specifically, Distributor reserves, and Imperial Oil has reserved, the right to so compete by:

- a. Establishing or continuing at locations of their choice (including without limitation in close proximity to the Marketing Premises and notwithstanding commercial impact) other distributorships, businesses the same or similar in kind as the motor fuels business or Related Businesses, other retail outlets, franchises, enterprises and other businesses utilizing any of the Trademarks; or
- b. Directly selling MOBIL-branded motor fuels, other branded motor fuels or operating businesses the same or similar in kind as the motor fuels business or Related Businesses, other retail outlets, enterprises or other businesses at locations of their choice (including without limitation in close proximity to the Marketing Premises and notwithstanding commercial impact) utilizing any of the Trademarks.

15. Fuel Handling Equipment

Dealer shall properly maintain in a safe condition all tanks, piping, pumps, dispensers, hoses, nozzles and connections in or through which motor fuel is handled while under Dealer's control including any related corrosion prevention and inventory control systems (hereinafter collectively called the "Fuel Handling Equipment"). Distributor may refuse to make delivery if it believes that the Fuel Handling Equipment is not safely maintained or does not comply with applicable safety standards.

- a. The Dealer warrants and represents to Distributor that as of the Effective Date, the storage tanks, tight fill connections and dispensing equipment on the Marketing Premises are in good condition and repair and meet regulatory requirements.
- b. The Dealer shall keep, at all times, the storage tanks, tight fill connections and dispensing equipment on the Marketing Premises in good condition and repair, and to meet regulatory requirements. The Dealer shall make all needed repairs and replacements promptly.
- c. The Dealer shall have in place on all underground motor fuels storage tanks the following equipment:
 - (1) Spill containment boxes; and

(2) Overfill prevention valves,

and such equipment shall, at all times, be in good operating condition and repair.

- d. Notwithstanding any other provision in this Agreement, if Distributor is required by law, or if in Distributor's reasonable opinion, the delivery to the Dealer of any motor fuels may constitute a hazard to life, property or the environment (a "hazard"), then Distributor may at any time and without liability therefor suspend or delay delivery of the motor fuels. Distributor shall not be obliged to re-commence delivery of the Motor Fuels until Imperial is satisfied, in its sole discretion, that the hazard does not exist or has ceased to exist.
- e. The Dealer agrees :
- (1) that if Distributor does or causes the doing of any act to remedy a hazard, whether or not the acts are required by law, the Dealer will pay Distributor for all costs and expenses incurred by Distributor for the doing of such act; and
 - (2) upon completion of the delivery of any product, the Dealer shall inspect the Marketing Premises for any spillage of any motor fuel or other substance and so notify Distributor immediately if any such spillage is determined to have occurred and Dealer shall immediately take all reasonable and safe action to clean up and minimize the environmental impact of any spill.
- f. Distributor shall have no liability whatsoever for losses occasioned by business interruption resulting from or attributable to any other activity taken or not taken, on the Marketing Premises in response to actual or potential environmental hazards.

16. Loaned Equipment

- a. Distributor will loan to the Dealer the equipment listed in Schedule "D" hereto (the "Equipment") as and when it may be available for use on the Marketing Premises for the Dealer's business; and the Dealer hereby agrees to borrow such Equipment for its use upon the terms as provided for herein.
- b. Distributor shall have the right, in its sole discretion and from time to time, to replace, add to or substitute any one or combination of items of the Equipment.
- c. The Dealer shall:
 - (1) pay all licensing fees, taxes and other fees of every kind applicable to the Equipment;
 - (2) obtain all necessary permits, licences and other rights necessary to permit the installation, maintenance and use of the Equipment on the Marketing Premises, and the removal of the Equipment from the Marketing Premises;
 - (3) not alter, part with possession of, or encumber, lease, or sell the Equipment;
 - (4) complete day to day maintenance and repair, including replacement of parts, of the Equipment unless Distributor advises the Dealer in writing that Distributor shall be responsible for all or any part of such maintenance, repair and replacement for any one or a combination of items of the Equipment;
 - (5) keep and maintain on the Equipment any of the Proprietary Marks or colour scheme which appears thereon;
 - (6) comply with all laws applicable to the Equipment;
 - (7) be responsible for all damage caused to the Equipment by the negligence or willful act of any person or persons other than Distributor, its employees, contractors and agents;

- (8) use the Equipment intended for storage, handling, advertising or displaying the MOBIL-branded motor fuels and the Petroleum Products, solely for such intended purpose.
 - (9) return to Distributor in good repair and operating condition, reasonable wear and tear excepted (i) all Equipment immediately upon the expiration or earlier termination of this Agreement and (ii) any Equipment replaced by Distributor for any reason immediately upon such replacement;
 - (10) for greater certainty, permit Distributor, its employees, contractors, agents and invitees to enter upon the Marketing Premises at all reasonable times in order to (i) effect maintenance and repair of the Equipment and (ii) replace, add to or substitute any one or combination of items of the Equipment; and
 - (11) upon the expiration or earlier termination of this Agreement, permit Distributor, its employees, contractors, agents and invitees to enter upon the Marketing Premises to remove the Equipment. The Dealer agrees to reimburse the Distributor for the cost of removing the Equipment and debranding of the site. Additionally, the Dealer agrees to reimburse the Distributor for the unamortized value of the Equipment and the Development Fee.
- d. The title to and ownership of the Equipment shall at all times remain with the Distributor, and the Dealer agrees not to affix the Equipment to the Marketing Premises in such a way that the Equipment shall become a fixture of the Marketing Premises without each person now or hereafter having an interest in the Marketing Premises first executing an acknowledgement and consent in the form of Schedule "E".
 - e. The Dealer acknowledges that it has examined the Equipment provided to the Dealer as of the Effective Date and is satisfied therewith and shall indemnify Distributor from and against all claims and demands for loss, damage or injury in respect of the Equipment unless such claims or demands arise by reason of Distributor's gross negligence or a defect in the Equipment, provided the Dealer shall have given Distributor prompt written notice of such gross negligence or defect.

17. Compliance with Laws

Dealer shall operate and maintain the Marketing Premises and all business conducted at the Marketing Premises, in compliance with all applicable federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or permits including those concerning the environment, hazardous substances or wastes, toxic substances, and occupational safety and health.

18. Indemnity

The Dealer agrees to indemnify and save harmless Distributor, its shareholders, directors, officers, employees, agents and affiliates and their respective shareholders, directors, officers, employees, agents and affiliates (each an "indemnified party") from and against any cause of action, claim, demand, liability, cost, expense, loss or damage (each a "claim") that may be threatened, made or brought against them or that they may suffer or incur directly or indirectly arising out of, in respect of or in connection with:

- a. the operation of the Dealer's business on the Marketing Premises;
- b. the storage, handling and sale of the motor fuels on and from the Marketing Premises; and
- c. the Equipment.

The foregoing indemnity shall not include a claim arising out of, in respect of or in connection with the gross negligence or willful misconduct of an indemnified party.

19. Insurance

- a. Without in any way limiting any liability of the Dealer under this Agreement, the Dealer shall maintain in full force and effect the following insurance:
 - (1) a comprehensive general liability policy which insures the Dealer in respect of liability to third parties and Distributor arising out of all the operations of the Dealer pertaining to the Dealer's business,

whether or not conducted on or from the Marketing Premises with all inclusive limits of at least Five Million Dollars (\$5,000,000) for any one incident. This insurance policy shall insure the Dealer for liability assumed pursuant to this Agreement; and

- (2) a third party liability policy on all vehicles used in the Dealer's business, with all inclusive limits of at least Two Million Dollars (\$2,000,000) for any one incident.
- b. The insurance policy referred to in subsection 19a.(2) above shall be written using the standard garage automobile policy (S.P.F. No. 4, or its equivalent in provinces with compulsory government insurance plans), or in the alternative, using a standard garage automobile policy in combination with an endorsement excluding owned automobiles and with an owner's form of the standard automobile policy (S.P.F. No. 1).
 - c. Within ten (days) of the execution of this Agreement, the Dealer shall provide Distributor with a certificate of insurance and such other information as may reasonably be required by Distributor in a form satisfactory to Distributor as evidence of the insurance required under this Section and naming the Distributor as an additional named insured on such policies. The insurance policies shall be endorsed to provide that in the event of any change in them which could affect Distributor's interests, or in the event of their cancellation, the insurers shall give prior written notice thereof by registered mail to Distributor thirty (30) days prior to the effective date of any such change or cancellation.
 - d. Distributor may amend this Section, in its sole discretion and from time to time, on the anniversary of the commencement date of this Agreement upon sixty (60) days' prior written notice to the Dealer.

20. Technology and Communications

If required by Distributor in writing from time to time, Dealer shall comply with the following:

- a. Install and maintain in good operating condition and at Dealer's expense at the Marketing Premises the equipment necessary allowing access to the internet or other electronic-transmission or data communications systems designated by Distributor from time to time including email communication.
- b. Subscribe, at Dealer's expense, at the Marketing Premises to a voicemail system for transmitting and receiving telephone communications.
- c. Make other reasonable expenditures or investments to update equipment, technology and communications systems at the Marketing Premises, including without limitation, the addition, replacement or updating of point of purchase equipment, pump dispensing technology, credit and cash processing equipment and software.

21. Retail Credit and Debit System

The Dealer acknowledges receipt of an imprinter, computer equipment and electronic transmission facilities to be used by the Dealer exclusively in the Dealer's business, and for no other purpose, as the retail credit and debit system presently prescribed by Imperial. The Dealer shall be entitled to use such equipment and facilities and certain maintenance and support services; provided that the Dealer pays for all costs associated therewith, including complying with all requirements of such retail credit and debit system and regular maintenance and replacement in the event of loss, damage or upgrade prescribed by the Distributor, and the Dealer complies with all guidelines therefore.

The Dealer shall pay to Distributor the following fee(s), which shall be subject to change from time to time as the Distributor may determine, in its sole discretion, upon sixty (60) days' prior written notice to the Dealer:

Bulloch Communication and Transmission Fee : \$165.00 per month

Ingenico Pin Pad at \$0.00 per month

The Dealer shall implement and utilize the retail credit and debit system(s) designated by Distributor, in its sole discretion and from time to time, to be used by its dealers and the Dealer further shall comply with all the terms, conditions and regulations relating thereto. The Dealer shall pay all commissions and charges required to be paid by the Dealer to the proprietors and operators of such system(s). Any replacement systems as may be prescribed by Imperial Oil, from time to time, shall be implemented upon written notice by the Distributor and all costs related to the same shall be the responsibility of the Dealer including but not limited any monthly fees related thereto.

22. Termination

- a. Where the end of the term of this Agreement set out in Section 4 is later than the end of the term of the MOBIL Branded Distributor Agreement that is in effect between the Distributor and Imperial Oil at the beginning of this Agreement, or where the said MOBIL Branded Distributor Agreement is terminated before the end of the term of this Agreement, then this Agreement shall automatically terminate immediately upon the end of the term or the expiry, as the case may be, of the said MOBIL Branded Distributor Agreement, unless
 - (1) the said MOBIL Branded Distributor Agreement is extended, renewed or replaced; and
 - (2) Imperial Oil gives approval to the Distributor that the Marketing Premises are approved as an MOBIL location.
- b. Distributor, in its sole discretion, shall have the right terminate this Agreement between Dealer and Distributor immediately and without notice and demand immediate payment of all monies due it as follows:
 - (1) In accordance with the applicable provisions of this Agreement; or
 - (2) Bankruptcy proceedings are instituted by or against Dealer; control of Dealer's business or assets pass by law or otherwise to any person or representative other than Dealer; or
 - (3) Dealer is in breach of a provision under this Agreement; or
 - (4) Dealer fails to timely pay obligations due Distributor under this Agreement; or
 - (5) Dealer is in default of any Third Party Credit Card Agreement entered into between the parties in connection with this Agreement, or in the event the Third Party terminates the Dealers use of the Third Party's credit card processing facilities for any reason whatsoever; or
 - (6) Any intended indemnity, guarantee, or suretyship in connection with this Agreement is revoked or curtailed; or
 - (7) If any motor fuel, other than the MOBIL-branded motor fuels are kept, sold or otherwise dealt with on or from the Marketing Premises; or
 - (8) If the Dealer fails to sell the MOBIL-branded motor fuels strictly in accordance with the grades and kinds designated in the Manual; or
 - (9) The Dealer sells any MOBIL-branded motor fuel: (i) in bulk, (ii) to any person for resale, or (iii) to any person not using a government approved container; or
 - (10) If the Dealer ceases to carry on the Dealer's business on or from the Marketing Premises; or
 - (11) If the Dealer or any of the Guarantors makes or is deemed to have made a general assignment for the benefit of its creditors under the Bankruptcy and Insolvency Act (the "Act"), or if a petition is filed against the Dealer or any of the Guarantors under the Act, or if the Dealer or any of the Guarantors shall be declared or adjudicated bankrupt, or if an application is made in respect of the Dealer or any of the Guarantors under the Companies' Creditors Arrangement Act, or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, moderator or any other officer with similar

powers shall be appointed for the Dealer or any of the Guarantors, or if the Dealer or any of the Guarantors shall commit any act of bankruptcy or institute proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings, or if the Dealer or any of the Guarantors admits in writing the inability to pay its debts generally as they become due or becomes an “insolvent person” as that term is defined in the Act; or

- (12) If the Dealer or any of the Guarantors shall at any time have any of the goods and chattels of the Dealer’s business seized or taken in execution or in attachment by a creditor of the Dealer, or a writ of execution shall issue against such goods and chattels or if the Dealer shall without the prior written consent of Distributor sell any of such goods or chattels except in the normal course of business, such that the foregoing materially impairs the operation of the Dealer’s business; or
 - (13) If the Dealer fails to operate the Dealer’s business for seventy-two (72) consecutive hours during which time it was not prevented from doing so by fire, flood, labour disturbance or any other cause beyond its control; or
 - (14) If the Dealer or any of the Guarantors is convicted of or pleads guilty to any criminal offense, whether or not related to the Dealer’s business; or
 - (15) If the Dealer fails to maintain adequate inventory of the Motor Fuels at the Marketing Premises to meet the needs of its retail customers; or
 - (16) The Dealer or any of the Guarantors attempts to abandon the Marketing Premises or to sell or dispose of its goods or chattels otherwise than in the ordinary course of its business; or
 - (17) If the Dealer (i) is a corporation and a principal shareholder of the Dealer dies or becomes incapacitated or (ii) is a person other than a corporation and the Dealer, a Guarantor or a principal interest holder of the Dealer dies or becomes incapacitated. For the purposes of this Agreement, “incapacitated” shall mean that such principal shareholder is unable to properly manage the business of the Dealer, as determined by the Distributor in its sole discretion; or
 - (18) If any applicable law now or hereafter in effect renders any provision of this Agreement unenforceable or unlawful.
- c. Upon the expiration or earlier termination of this Agreement for any reason, the Dealer shall immediately:
- (1) cease all use of the Proprietary Marks;
 - (2) pay to Distributor or any person, firm or corporation affiliated or associated with Distributor, all amounts and charges as have or will thereafter become due hereunder or under any other agreement between the Dealer and Distributor or any person, firm or corporation affiliated or associated with Distributor, and are then unpaid;
 - (3) return to Distributor all copies of the Manual then in the possession of the Dealer;
 - (4) notify the telephone company and all listing agencies of the expiration or earlier termination of the Dealer's right to use the Proprietary Marks and terminate all such listings using the Proprietary Marks;
 - (5) surrender the Equipment to Distributor; and reimburse the Distributor for the cost of removing the Equipment and debranding the site. Additionally, to reimburse the Distributor for the unamortized value of the Equipment and Development Consideration.
 - (6) at the request of Distributor, take all such action as may be necessary to cancel any trade or business name registration which contains any part of the Proprietary Marks under any applicable law and furnish Imperial with evidence satisfactory to it of compliance with the Dealer’s obligation hereunder within thirty (30) days after the expiration or earlier termination of this Agreement.

Any termination of this Agreement pursuant to this Article shall be without prejudice to any other right (including any right of indemnity), remedy or relief vested in or to which Distributor may otherwise be entitled against the Dealer. All monies paid by the Dealer to Distributor under this Agreement or otherwise shall be retained by Distributor as consideration for the rights and benefits previously conferred on the Dealer hereunder and as liquidated damages. The foregoing remedy shall not exclude any of the remedies which Distributor may have at law or in equity by reason of the default, breach or non-observance by the Dealer of any provision of this Agreement.

23. Claims

- a. Neither Distributor nor Imperial Oil is liable to Dealer for shortages in quantity or quality unless Dealer notifies Distributor within 48 hours after delivery (or discovery in the case of latent defect for quality deficiencies) in writing setting forth fully the facts upon which any such claim for shortage in quantity or defect in quality is made and unless Distributor and/or Imperial Oil are given a reasonable opportunity to inspect the Motor fuels concerning which any such claim is being made. Distributor's and/or Imperial Oil's liability with respect to any shortage in quantity shall be limited to an amount equal to the volume of any shortage multiplied by the Dealer's cost of motor fuel including delivery and taxes in effect for the delivery in question. Distributor and/or Imperial Oil's liability with respect to any defect in quality shall be limited to the cost of removing the defective motor fuels from the Marketing Premises at its own expense and replacing them without charge to the Dealer. Distributor and/or Imperial Oil shall not be liable for any special, indirect, or consequential damages to the Dealer for any shortage in quantity or defect in quality. All other claims by Dealer against Distributor or Imperial Oil including their affiliates and subsidiaries of any kind, whether or not arising out of this Agreement, are barred unless Dealer gives Distributor and/or Imperial Oil, as the case may be, notice within ninety (90) days after the event, act or omission to which the claim relates. Whether or not Dealer provides timely notice of a claim, any claim by Dealer is barred unless asserted by the commencement of a lawsuit naming Distributor and/or Imperial Oil as defendant in a court of competent jurisdiction within twelve (12) months after the event, act or omission to which the claim relates.
- b. Dealer recognizes that, at any time during the term of this Agreement, any of the grades or brands of motor fuels sold hereunder or any of the Proprietary Marks may be changed, altered, amended or eliminated. Dealer also recognizes that, at any time during the term of this Agreement, the quality or specification of any of the motor fuels sold hereunder may be changed or altered. If any such change or alteration materially affects the performance of such motor fuels or the needs of Dealer therefor for the purposes intended by Dealer, Dealer may terminate this Agreement as to any such motor fuels so affected on thirty (30) days' prior written notice to Distributor. However, Dealer may not terminate this Agreement for any change in quality or specification of any said motor fuels resulting from compliance with federal, provincial or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or permits. In the event that the manufacture of certain of the MOBIL-branded motor fuels sold hereunder is discontinued, Distributor shall notify Dealer of such an event and this Agreement shall terminate as to such motor fuels when such notice is effective.

24. Entire Agreement; Modifications

This Agreement, any documents referred to in this Agreement and any attachments to this Agreement constitute the entire, full and complete agreement between Distributor and Dealer concerning the subject matter hereof, and supersede all prior agreements relating to that subject matter. Except for any permitted to be made unilaterally by Distributor under this Agreement, no amendment, change or variance from this Agreement is binding on either party unless agreed in writing by Distributor's and Dealer's authorized representative. Except as provided in this Agreement, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements whether direct, indirect, collateral, express or implied made by Distributor to the Dealer.

25. Miscellaneous

This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns. This Agreement may not be assigned by the

Dealer without Distributor's written consent which may be unreasonably withheld. Where any assignment is consented to by the Distributor, the Dealer shall remain responsible for the obligations as a "dealer" under this Agreement and shall be required to pay the Distributor a transfer fee in the amount of Ten Thousand Dollars (\$10,000.00) payable upon the effective date of any such assignment/transfer. Distributor's right to require strict performance shall not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification or waiver shall be binding on Distributor unless in writing signed by an authorized representative. Past performance shall not be deemed a waiver of this requirement. The Dealer shall provide a certified copy of the resolution of the board of directors approving the execution of this Agreement and an officer's certificate as set out on Schedule "J".

26. Guarantee

In consideration of the Distributor entering into this Agreement and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Guarantors and the Dealer, the Guarantors hereby agree as follows:

- a. to unconditionally and irrevocably guarantee to Distributor, as a primary obligor, the due payment by the Dealer of all monies payable under this Agreement and any other obligations whatsoever by the Dealer to Distributor at the time or times appointed therefor, and the due observance and performance by the Dealer of all the covenants, terms, provisions, stipulations and conditions in this Agreement and any other obligations whatsoever to be observed and performed by the Dealer;
- b. to indemnify and save Distributor harmless from and against all costs, losses, expenses and damages it may suffer as a result of the Dealer's non-compliance with any term or condition of this Agreement;
- c. that this shall be a continuing guarantee and shall be binding upon the Guarantors after as well as before the Dealer's non-compliance with any term or condition of this Agreement, until all monies due under the Agreement have been fully paid and satisfied and all covenants, terms, provisions, stipulations, agreements and conditions observed, performed and carried out;
- d. Distributor shall not be bound to exhaust its recourse against the Dealer before requiring payment of any monies or the observance or performance of any obligations by the Guarantors and the Guarantors waive notice of demand for payment or performance, notice of default, protest and notice of protest and any and all other notices and legal and equitable defenses to which the Guarantors may be entitled;
- e. no release or releases and no indulgence or extensions of time or waiver granted by Distributor to the Dealer with respect to the observance or performance or any defaults or breaches of this Agreement by the Dealer nor any dealings between Distributor and the Dealer shall in any way modify, alter or prejudice Distributor or diminish or affect the liability of the Guarantors under this Agreement;
- f. the covenants and agreements herein entered into by the Guarantors are to be construed as both joint and several;
- g. the guarantee and the liability of each of the Guarantors hereunder is not affected by the death or loss or diminution of capacity of any of the Guarantors; and
- h. for clarification, this guarantee extends to and is binding upon each of the Guarantors and their heirs, executors, administrators, legal representatives and assigns, it being understood that this guarantee will continue to bind the Guarantors even if one or each of the Guarantors, as the case may be, cease to be involved, directly or indirectly in the Dealer's business or with the Dealer;
- i. to execute a stand alone form of guarantee as set out on Schedule "M";

27. Notices

Any notice to be given hereunder:

- a. by Distributor to the Dealer and the Guarantors shall be conclusively deemed to have been given when addressed to the Dealer and: (i) delivered personally or by courier to the Marketing Premises; (ii) mailed by prepaid registered mail addressed to the Dealer at the Marketing Premises; or (iii) sent by electronic facsimile, email or similar means of recorded electronic communication to the Dealer provided evidence of transmission is retained, and
- b. by the Dealer or the Guarantors to Distributor shall be conclusively deemed to have been given when addressed to the following address and: (i) delivered or mailed by prepaid registered mail to Distributor at the following address, or (ii) sent by electronic facsimile, email or similar means of electronic communication to Distributor, provided evidence of transmission is retained, at the following number:

Global Fuels Inc.

4903 Thomas Alton Blvd.
 Suite 211,
 Burlington, Ontario
 L7M 0W8
 Attention: General Manager, Operations
 Facsimile No.: (289) 288-0443

Any notice, if delivered personally or by courier shall be conclusively deemed to have been given when actually received, if mailed by prepaid registered mail, on the fifth Business Day following the deposit thereof in the mail or, if transmitted by electronic facsimile, email or similar means of electronic communication before 3:00 p.m. on a Business Day, on that Business Day and, if transmitted by electronic facsimile, email or similar means of electronic communications after 3:00 p.m. on a Business Day on the Business Day following the date of the transmission.

28. Quality Assurance

Dealer agrees to store, handle, sell and dispense the MOBIL-branded motor fuels purchased and sold hereunder in compliance with the procedures provided by Distributor from time to time.

29. Right of Entry

In addition to any other rights of Distributor under this Agreement, Dealer hereby permits Distributor, Imperial Oil and their respective affiliates, employees, agents, vendors, contractors and representatives to enter, during normal operating hours, the Marketing Premises and other places where Dealer conducts any business covered by the terms of this Agreement, to enforce any and all rights and remedies under this Agreement including taking action to preserve the integrity of the Proprietary Marks and determine Dealer's compliance with this Agreement. Neither Distributor nor Imperial Oil is liable to Dealer for any interference with Dealer's business as a result of Distributor or Imperial Oil entering the Marketing Premises and other places where Dealer conducts any business covered by the terms of this Agreement.

30. Survival

All obligations of the parties hereto which expressly or by their nature survive the expiration, earlier termination, permitted transfer and permitted assignment of this Agreement shall continue in full force and effect, until they are satisfied or by their nature expire.

31. Withholding Payments

The Dealer will not on the grounds of the alleged non-performance by Distributor of any of its obligations under this Agreement or under any other agreement between the parties, withhold payment of any amounts due to Distributor or any person affiliated with Distributor.

32. Further Assurances

The parties agree to diligently do or cause to be done all acts or things and to execute all documents and instruments necessary to implement and carry into effect this Agreement to its full extent.

33. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of or territory of Canada in which the Marketing Premises is located and the federal laws of Canada applicable therein.

34. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity of such provision in any other jurisdiction.

35. No Waiver

No waiver of any covenant, agreement or obligation in this Agreement shall be construed as a waiver of any succeeding breach thereof or of any other covenant, agreement or obligation in this Agreement, and no delay or omission on the part of any party to exercise any right acquired through the default of any other shall be construed as a waiver of or shall impair such right.

36. Compliance with Law; Workers Compensation; Environmental

- a. The Dealer shall fulfill all the duties imposed upon it by law and shall obey all laws, regulations, rules, by-laws and ordinances applicable to the Dealer's business and to the Marketing Premises, including without limitation the competition laws of Canada and all other applicable laws relating to competition.
- b. The Dealer shall: (i) comply fully, at the Dealer's sole expense, with provisions of the relevant Workers' Compensation legislation; and (ii) obtain for all the persons employed in the Dealer's business, including the Dealer and the principal shareholder(s) and interest holder(s) of the Dealer, as the case may be, the complete package of benefits available under the relevant Workers' Compensation legislation.
- c. The Dealer shall comply strictly with all applicable laws, including without limitation applicable environmental protection, waste disposal, fire codes and petroleum handling laws and regulations and shall provide written confirmation of compliance as provided for on Schedule "L".

37. No Special or Consequential Damages

Distributor shall not be liable for any special or consequential damages or loss of profit arising from any breach of its obligations under this Agreement.

38. Independent Legal Advice

Each of the Dealer and the Guarantors acknowledges that it: (i) has had ample time to read and has read this Agreement and has been afforded the opportunity to retain independent legal advice to assist it in its review, execution and delivery of this Agreement; and (ii) has of its own free will either declined to do so or obtained independent legal advice.

39. Guarantee

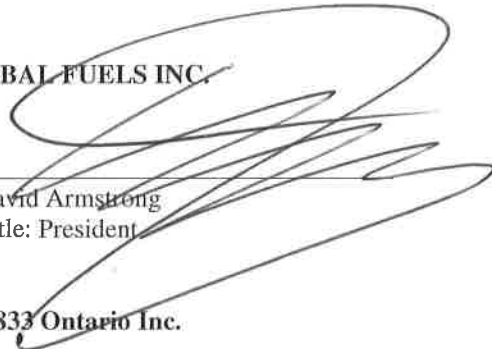
The Dealer will provide the Company with an Irrevocable Letter of Credit or Cash Deposit for no less than **\$50,000** to secure payment or performance of all obligations of the Dealer under this Agreement or any other agreement between the Dealer and Distributor. Should the Dealer provide an Irrevocable Letter of Credit, the Dealer shall deliver it in a form and from bank acceptable to the Distributor. The Irrevocable Letter of Credit or Cash Deposit will be maintained in full force for the entire Agreement plus an additional ninety (90) days from the expiry or early termination of this Agreement.

EXECUTED as of the date first herein specified.



Witness

GLOBAL FUELS INC.

By: 

David Armstrong
Title: President

2644833 Ontario Inc.



Witness

By: 

Amin Qu
Title: President

Guarantor(s)



Witness



Amin Qu

SCHEDULE "A"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between **GLOBAL FUELS INC.**, and **2644833 Ontario Inc.** (The "Dealer"), and **Amin Qu'** (The "Guarantor(s)) dated the **October 1, 2018**.

1. PRODUCT GRADES AND QUANTITIES

The annual quantities of MOBIL-branded motor fuels by grade to be sold and purchased hereunder will be as follows :

<u>PRODUCT GRADE</u>	<u>ESTIMATED ANNUAL QUANTITY IN LITRES</u>
Premium Gasoline	400,000 litres
Regular Gasoline	3,200,000 litres
Low Sulphur Diesel Fuel	400,000 litres
 TOTAL ALL GRADES	 4,000,000 litres

2. PRODUCT PRICES

The Dealer's price of MOBIL-branded motor fuels based on loading from the **Finch Terminal** will be as follows; **"Posted MOBIL Finch Rack Price for Regular Unleaded Gasoline with Ethanol, Ultra Low Sulphur Diesel and Premium Unleaded Gasoline with Ethanol PLUS 0.75 cents per litre PLUS Fuel Delivery Cost of 1.3 cents per litre."**

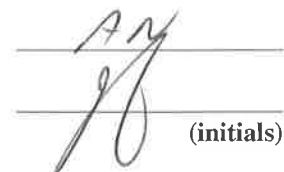
All prices will be subject to all applicable taxes including government excise taxes and HST.

3. DELIVERY LOCATIONS

The MOBIL-branded motor fuels sold and purchased hereunder will be delivered by the Distributor. The Distributor shall deliver and the Dealer shall take delivery of the motor fuels at the Marketing Premises subject to the minimum "full truck load" or "deemed full truck load" quantity and delivery costs set out below :

<u>MARKETING PREMISES</u>	<u>FULL or DEEMED FULL TRUCK LOAD</u>	<u>DELIVERY RATE/LITRE</u>	<u>DESIGNATED ESSO LOADING RACK</u>
1525 Hwy 11 N, Shanty Bay, Ontario L0L 2L0	58,000 Litres	\$0.013	Finch

The Distributor shall have the right to change the Delivery Rate per Litre should hauler delivery costs increase.



 _____ (initials)

SCHEDULE "B"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC. and **2644833 Ontario Inc.** (The "Dealer"), and **Amin Qu** (The "Guarantor(s)) dated **October 1,2018**.


PAYOR'S AUTHORIZATION FOR PRE-AUTHORIZED DEBITS

(Business Purposes)

1. The Payor hereby certifies the accuracy of the following information:

Name: 2644833 Ontario Inc.	(the " Payor ")
Address: 1525 Hwy 11 N	
Town: Shanty Bay	
Province: Ontario	
Postal Code: L0L 2L0	
Telephone Number: 0	
Account:	(the " Account ")
Name of Payor's	
Financial Institution	(the " Processing Institution ")

2. Attached to this Authorization is a specimen cheque of the Payor marked 'VOID'.
3. The Payor will notify Global Fuels Inc. (the "**Payee**"), in writing, of any change in the information provided in Sections 1 and 2 of this Authorization thirty (30) days prior to the effective date of any such change.
4. The Payor hereby authorizes the Payee to draw on the Account with the Processing Institution (each a pre-authorized debit or ("**PAD**") to facilitate the payment of any and all such monies owing by the Payor to the Payee, including without limitation any monies owing pursuant to the Motor Fuel Supply Agreement - MOBIL-branded Motor Fuels dated **October 1,2018** among the Payee, the Payor and others.
5. The Payor represents and warrants that all persons whose signatures are required to authorize withdrawals from the Account have signed this Authorization and that all persons signing this Authorization are the authorized signatories and are duly authorized to execute this Authorization.
6. This Authorization may be cancelled by the Payor at any time upon written notice to the Payee.
7. The Payor acknowledges that executing and delivering this Authorization to the Payee constitutes delivery by the Payor to the Processing Institution.
8. The Payor and the Payee each hereby waive any and all PAD pre-notification requirements otherwise required by Rule H1 of the Canadian Payments Association ACSS Rules Manual.
9. The Payor acknowledges that the Processing Institution is not required as a condition to honouring a PAD issued to verify that a PAD has been issued in accordance with the particulars of the Authorization, including without limitation the amount of the PAD and that the consideration for the payment for which the PAD was issued has been received by the Payee.



 (initials)

10. The revocation of this Authorization by the Payee does not terminate any contract for goods or services that exists between the Payee and the Payor. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

11. The Payor may dispute a PAD only under the following conditions:

- (1) the PAD was not drawn in accordance with this Authorization; or
- (2) this Authorization was revoked.

The Payor acknowledges that in order to be reimbursed, a declaration to the effect that one of foregoing circumstances occurred, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 10 business days after the date on which the PAD in dispute was posted to the Account.

13. The Payee shall provide to the Payor notice and particulars of each PAD within 10 days following the date the Payee issues the PAD.

14. The Payor acknowledges that when disputing any PAD beyond the time allowed in this section it is a matter to be resolved solely between the Payor and the Payee, outside the payments system.

15. The Payor acknowledges that the information contained in the Authorization may be disclosed to the Payee's financial institution(s) as may be required or desirable to complete any PAD transaction.

16. The Payor understands and accepts the terms of participating in a PAD plan.


(initials)

SCHEDULE "C"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC., and 2644833 Ontario Inc.. (The "Dealer"), and Amin Qu '(The "Guarantor(s)) dated the **October 1,2018**.

OPERATING STANDARDS

The following operating standards for the Premises set out the Dealer's responsibilities with respect to safety and other operating procedures for the Premises and must be complied with strictly.

Operating Procedures

- Be aware of, and comply with, any applicable law relating to the operations on the Premises and any accounting and inventory management system requirements.
- Understand all duties in running the Premises.
- Ensure that the Dealer's employees understand the duties delegated to them.

Safety

The Dealer's employees must:


- Use safe work procedures when carrying out their duties.
- Be aware of and follow safe work practices when carrying out their duties.
- Be trained in the recognition and correction of hazardous conditions to avoid emergencies.
- Be aware and comply with applicable safety regulations.

Security/Robbery Prevention

- Take proper preventative measures to reduce the risk of robbery.
- Train the Dealer's employees in security and robbery prevention.
- The Dealer must train the Dealer's employees in the procedures to follow before, during and after a robbery.

Critical Equipment

- Know the critical equipment on the Premises.
- Ensure that the Dealer's employees are aware of the critical equipment on the Premises.
- Ensure that when critical controls are disarmed, appropriate communication takes place prior to such disarming and that such critical controls are re-activated.
- Follow appropriate procedures for disarming the critical equipment, including completing the form for the disarming or removal of critical controls and shutdown systems.



 (initials)

Emergency Response

- Post the emergency response plan wall chart on the Premises in a conspicuous place.
- Train Dealer's employees in emergency response. This should include a review of potential hazards and how to deal with them, and the operation and use of fire extinguishers.
- Have the required equipment and supplies to respond to emergency situations.
- Hold at least two practice drills each year using different emergency situations.
- Document the Dealer's employee training and practice drills.

Workplace Hazardous Materials Information System ("WHMIS")

- Educate and train all the Dealer's employees on the WHMIS program prior to their starting work on the Premises and provide documented evidence thereof.
- Ensure that all Material Safety Data Sheets for controlled products are current, available and accessible to the Dealer's employees.
- Conduct at least once per year a review of WHMIS with the Dealer's employees and provide a forum for the Dealer's employees to discuss any related concerns and issues.
- Ensure that all containers of controlled products are properly labeled.
- Ensure that all fill pipes, gauge pipes and valves are properly tagged.
- Keep an inventory list of controlled products on the Premises in those provinces where it is required.

Waste Management

- Be familiar with and comply with the applicable waste regulations.
- Dispose of waste generated at the Premises according to the applicable waste regulations.
- If required by applicable laws, have a signed contract with a licensed hauler for the removal of hazardous wastes from the Premises.
- Use only a licensed hauler to remove and transport hazardous waste from the Premises.
- Keep copies of all waste manifests on file for a minimum of 2 years, or longer if required by applicable laws.

Licences and Permits


- Have the necessary operating licences and permits to meet regulatory requirements.
- Have on the Premises all manuals required or advisable to operate the service station.

Incident Definition and Reporting

- Report specified incidents to the territory manager.
- Be aware of and understand the Dealer's responsibilities for reporting specific incidents directly to government agencies.
- Share the benefit of past incidents with the Dealer's employees.
- Document the incidents and keep them on file.

Training

- Provide initial and continuous training to all the Dealer's employees.
- If required by applicable laws, maintain training records for each of the Dealer's employees on Premises.



(initials)

Credit Card


- Follow the standards for credit card authorization and processing documented in the Credit Card Guide.
- Retain the credit card slips for:
 - 6 months for manual transactions; and
 - 12 months for electronic transactions.
- Provide copies of credit card slips to Imperial within the time requested.
- Submit manual slips on a timely basis.

MOBIL Extra Card

- Collect, use and disclose information gathered for use by Imperial in connection with the MOBILextra card only in accordance with applicable laws.
- Display all point-of-purchase materials prescribed by Imperial in connection with the MOBILextra card.
- Ask each purchaser of applicable merchandise or services whether he or she has an MOBILextra card. If so, whether he or she would like to use it and, if not, whether he or she would like to obtain an MOBILextra card.
- Record and process the sales transactions of retail customers with an MOBILextra card, using the MOBILextra card.
- Maintain an adequate supply of merchandise redeemable by holder of MOBILextra cards.
- Redeem valid MOBILextra card reward certificates presented by retail customers for prescribed merchandise or services.

Record Retention

- Keep all relevant records on the Premises to be able to prove that you have taken the necessary steps to comply with applicable law.



(initials)

SCHEDULE "D"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL- BRANDED MOTOR FUELS between GLOBAL FUELS INC., and 2644833 Ontario Inc... (The "Dealer"), and Amin Qu '(The "Guarantor(s)) dated October 1,2018.

EQUIPMENT

The following is a list of the Loaned Equipment:

<u>Equipment</u>	<u>Quantity</u>
MID Sign	New MID Sign - 2D
Building Sign	0
Canopy Ceiling LED Lighting	0
Canopy Inserts/Flexface Sign	4
Cybera Router	1
Speedpass Pad	1
Imprinter	0
Bulloch POS Device	0
Ingenico Pin Pad	1
Exterior Merchandiser	2
Windshield Washer/Waste Unit	4
Spill Kit	1
Hurricane Sign	1
Waste Container	1
Backlight Canopy Sign Boxes	0
Type of Pumps	0
Number of Pumps	0
Synergy Equipment – Column Cladding	TBD
Synergy Equipment - Waves	TBD
Synergy Equipment – Blades	TBD
Synergy Equipment – Koalas	TBD
Synergy Equipment – Number Wedges	TBD
Synergy Equipment -Pump Toppers	TBD

Together with all additional, substitutional and replacement equipment and/or improvements to be loaned by the Distributor as maybe set out on Schedule "H" from time to time.

The cost of the Loaned Equipment will be amortized over a period of ten (10) years on a straight line basis commencing on the Effective Date.


(initials)

SCHEDULE "E"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC., and **2644833 Ontario Inc.** (The "Dealer"), and **Amin Qu** -(The "Guarantor(s)) dated **October 1,2018**.

ACKNOWLEDGEMENT AND CONSENT OF DEALER, LANDLORD AND/OR MORTGAGEE

TO: GLOBAL FUELS INC.


RE: Dealer Sales Agreement made effective as of **October 1,2018** (the "Agreement") among, GLOBAL FUELS INC.(the "Distributor"), **2644833 Ontario Inc.** (the "Dealer"),.

Each of the undersigned, being the Dealer, the landlord, the mortgagee or any one or more of the foregoing, of the Premises (as such term is defined in the Agreement) hereby acknowledges that:

1. Distributor will be entitled, in its sole discretion and from time to time, to remove from the Premises the equipment listed on the attached Exhibit I, together with all substitutions and additions (the "Equipment"), which (i) Imperial owns, (ii) will be or has been loaned by Distributor to the Dealer and (iii) will be or is located on the Premises; and
2. there does not now exist, shall not come into existence and shall never exist a security interest in the Equipment in favor of the undersigned, notwithstanding that the Equipment or any part or parts thereof may be attached to or may constitute part of the real property to which the undersigned has an interest.

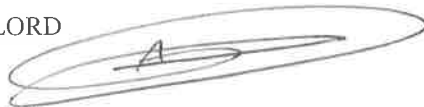
IN WITNESS WHEREOF the Dealer has executed this Acknowledgment and Consent on the 3rd day of January, 2019 ..

Witness 

By: 
 Name: Amin Qu
 Title: President
 I have authority to bind the Corporation.


IN WITNESS WHEREOF the undersigned landlord of the Premises has executed this Acknowledgment and Consent on the 3rd day of January, 2019 ..

Witness 

LANDLORD
 By: 
 Name: Amin Qu
 Title: President
 I have authority to bind the Corporation.

IN WITNESS WHEREOF the undersigned mortgagee of the Premises has executed this Acknowledgment and Consent on the _____ day of _____, 20____.

Witness _____

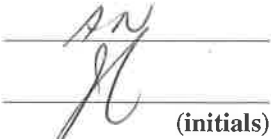
MORTGAGEE .
 By: _____
 Name: _____
 Title: Director
 I have authority to bind the Corporation.


 (initials)

EXHIBIT I
to a Form of Acknowledgement and Consent of
Dealer, Landlord and/or Mortgagee

EQUIPMENT

All equipment set out on Schedule "D" to this Agreement shall be set out on this Acknowledgement and Consent.


(initials)

SCHEDULE "F"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC and **2644833 Ontario Inc.**(The Dealer) and **Amin Qu'**-(The "Guarantor(s)) dated **October 1,2018.**

PREMISES

The municipal address of the Premises is:
1525 Hwy 11 N
Shanty Bay, Ontario
L0L 2L0

AN

(initials)

[Attach Site Plan]

SCHEDULE "G"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT - MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC and **2644833 Ontario Inc.** (The Dealer) and **Amin Qu** '(The Guarantor(s)) dated **October 1,2018.**

CUSTOMER LOYALTY PROGRAM

Dealer shall participate in and be responsible for the costs of any customer loyalty program as may be prescribed by Imperial Oil from time to time.



(initials)

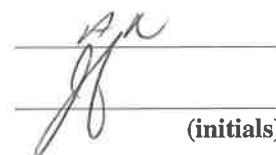
SCHEDULE "H"

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC and **2644833 Ontario Inc.** (The Dealer) and **Amin Qu** '(The "Guarantor(s)) dated **October 1,2018.**

IMPROVEMENTS

Description of Improvements:

Refer to Schedule D – Equipment


(initials)

SCHEDULE "I"**FACILITY REQUIREMENTS**

Attached to and forming part of the MOTOR FUEL SUPPLY AGREEMENT MOBIL-BRANDED MOTOR FUELS between GLOBAL FUELS INC and 2644833 Ontario Inc.(The Dealer) and Amin Qu '-(The "Guarantor(s)) dated **October 1,2018.**



(initials)

SCHEDULE "J"

RESOLUTIONS OF THE DIRECTORS OF

2644833 Ontario Inc.
(the "Corporation")

Whereas the Corporation wishes to enter into the Motor Fuel Supply Agreement MOBIL-branded Motor Fuels between **2644833 Ontario Inc.** and **Global Fuels Inc.** and ancillary documents related thereto (the "Agreements");

NOW THEREFORE BE IT RESOLVED THAT:

I. The aforementioned Agreements, in the forms and scope submitted to the directors of the Corporation be and they are hereby approved and the Corporation is hereby authorized to enter into, execute and deliver the Agreements, with such additional terms, conditions, additions, deletions, amendments and variations as any one officer or director of the Corporation may approve, the execution and delivery of any such Agreements by any one officer or director of the Corporation being conclusive evidence of such determination; and


II. Amin Qu, the President of the Corporation, or any other officer or director of the Corporation, acting alone, being he or she is hereby authorized and instructed, for and on behalf of the Corporation, to sign, execute and deliver the Agreements, to agree to any change, addition or modification to the Agreements as he or she may deem necessary or appropriate, at his or her sole discretion, and to sign, execute and deliver all such other deeds, documents or writings, including but not limited to the officer's certificate appended hereto and to perform and do or cause to be performed and has done all such other acts and things as he or she may, in his or her sole discretion, deem necessary, advantageous, useful or expedient for the purpose of giving full effect to the terms of these resolutions and to said Agreements, his or her signature to said Agreements and to all such other deeds, documents, writings or instruments to be sufficient to bind the Corporation.

THE FOREGOING RESOLUTIONS are hereby consented to, enacted and passed by all the directors of the Corporation pursuant to the *Business Corporations Act*, R.S.O. 1990, Chap. B 16, as evidenced by their signatures hereto, this **October 1, 2018**.

THE UNDERSIGNED, being the President of the Corporation, hereby certifies that the foregoing is a true copy of a Resolution of the Board of Directors of the Corporation, duly consented to in writing, signed by the directors of the Corporation on the 3rd day of JAN, 2019 and that the said Resolutions are in full force and effect and unamended as of the date hereof.

Dated at Mississauga this 3rd day of Jan, 2019.


- Amin Qu



(initials)

OFFICER'S CERTIFICATE

2644833 Ontario Inc... (the "Corporation")

I, **Amin Qu**, being the **President** of the Corporation hereby certify that:

1. The Corporation does not offer its securities to the public.
2. The names and address of all of the directors of the Corporation are set out below and the signatures appearing opposite their names are true and genuine signatures of such persons:

NAME	ADDRESS	SIGNATURE
Amin Qu		

3. The names and addresses of all of the officers of the Corporation are:

President:
 Amin Qu
 (Address)

Vice-President:
 (Address)

Secretary:
 (Name)
 (Address)

Shareholder:
 (Name)
 (Address)

4. (a) The total number of issued and outstanding securities of the Corporation is:

common shares npv/wpv _____ Nil _____
 preferred shares _____ Nil _____
 Additional Security _____ Nil _____

(b) The names, addresses and holdings of securities of all of the shareholders of the Corporation are:


NAME	ADDRESS	SECURITIES
Amin Qu		

5. There have been no changes to the Articles of the Corporation since incorporation; except the following:
6. Since incorporation the powers of the directors of the Corporation have not been altered, reduced or impaired in any manner; except the following:
7. The Corporation is not insolvent and, in particular, and without limiting the generality of the foregoing, has the ability to pay its debts as they become due in the usual and ordinary course of its business.
8. All the records of the Corporation required to be kept pursuant to the provisions of the *Business Corporations Act*, R.S.O. 1990, Chap. B 16 are situated at:

The aforementioned records of the Corporation have been thoroughly reviewed and there is nothing whatsoever in said records which could in any way adversely affect the validity, priority or authorization of any agreements, documents or instruments entered into by the Corporation with Global Fuels Inc. or its affiliates.

DATED at Mississauga, in the Province of Ontario, this 3rd of January, 2019
Amin Qu
President

X 



 (initials)

SCHEDULE "K"
LETTER OF ACKNOWLEDGMENT OF RECEIPT
OF PETROLEUM HANDLING & EMERGENCY RESPONSE INFORMATION

GLOBAL FUELS INC.
 4903 Thomas Alton Blvd.
 Suite 211,
 Burlington, Ontario
 L7M 0W8

Attention: Operations Director

2644833 Ontario Inc., hereby acknowledges receipt of the following information from Global Fuels Inc.:

- (i) Provincial/Territorial Petroleum Handling Regulations, or
- (ii) Example of a Contingency Plan/Emergency Response chart, which includes Internal Reporting Procedures and Government contacts.
- (iii) List of maintenance and emergency contractors currently approved by Global Fuels Inc.
- (iv) List of environmental consultants currently used by Global Fuels Inc.
- (v) Material Safety Data Sheets (MSDS) for petroleum products.
- (vi) Example of Inventory Control Procedures.

2644833 Ontario Inc. hereby acknowledges to:

- (i) Obtain, familiarize and keep updates to the Provincial/Territorial Petroleum Handling Regulations. These updates can be obtained from the Publications Centres/Queens Printers per the list provided in this package.
- (ii) Keep a list of maintenance and emergency contractors currently approved by the Province or Territory. These lists can be obtained from the Ministry of the Environment (MOE) or in Ontario from the Technical Standards and Safety Authority (TSSA).

2644833 Ontario Inc. understands that it is not obligated to use any of the contractors that are listed as currently used by Global Fuels Inc. **2644833 Ontario Inc.** also understands that all the information provided will change from time to time and that it is the responsibility of **2644833 Ontario Inc.** to keep current on all items.

Dated: January 3, 2019

2644833 Ontario Inc.

Witness



Per:


 Amin Qu
 President

SCHEDULE "L"
LETTER OF CONFIRMATION
OF ENVIRONMENTAL COMPLIANCE

GLOBAL FUELS INC.
 4903 Thomas Alton Blvd.
 Suite 211,
 Burlington, Ontario
 L7M 0W8

Attention: Operations Director

2644833 Ontario Inc. hereby confirms that the service station facility, and operation, located at **1525 Hwy 11 N, Shanty Bay, Ontario**, is in compliance with the following environmental requirements:

- (i) { } has a current provincial petroleum retailing license/permit;
- (ii) { } the tankage system is registered, where applicable as per Exhibit "A";
- (iii) { } the tankage system meets provincial installation and specification standards;
- (iv) { } the tankage system was installed by a provincially licensed/approved contractor, where required by law;
- (v) { } an approved emergency contingency plan is in place;
- (vi) { } is operating in compliance with regulatory operating requirements; and

Dated: January 3, 2019

2644833 Ontario Inc.

Witness



Per:


Amin Ou, President

EXHIBIT "A"
REGULATORY REQUIREMENTS FOR
TANKAGE AND CONTRACTOR REGISTRATION

	<u>TANK REGISTRATION</u>	<u>CONTRACTOR LICENSING/REGISTRATION</u>
BRITISH COLUMBIA	<ul style="list-style-type: none"> ◆ Not required at present ◆ Regulation expected by Q2, 1992 	<ul style="list-style-type: none"> ◆ Not required at present
ALBERTA	<ul style="list-style-type: none"> ◆ Mandatory ◆ To be completed by August 31, 1993 	<ul style="list-style-type: none"> ◆ Mandatory
SASKATCHEWAN	<ul style="list-style-type: none"> ◆ Mandatory 	<ul style="list-style-type: none"> ◆ Not required at present
MANITOBA	<ul style="list-style-type: none"> ◆ Not required at present ◆ Regulation expected by Q1, 1992 	<ul style="list-style-type: none"> ◆ Not required at present ◆ Expected by Q1, 1992
ONTARIO	<ul style="list-style-type: none"> ◆ Only for underground tanks at "Private Outlets." ◆ (These are locations where product is for own use only.) 	<ul style="list-style-type: none"> ◆ Mandatory
QUEBEC	<ul style="list-style-type: none"> ◆ Not required at present ◆ Draft regulations will require registration of tanks for "own use" only" 	<ul style="list-style-type: none"> ◆ Not required at present'
NEW BRUNSWICK	<ul style="list-style-type: none"> ◆ Only for underground tanks > 2,000 litres and aboveground tanks > 2,000 litres 	<ul style="list-style-type: none"> ◆ Certification required
PRINCE EDWARD ISLAND	<ul style="list-style-type: none"> ◆ Required for both underground and aboveground tanks 	<ul style="list-style-type: none"> ◆ Licensing required
NOVA SCOTIA	<ul style="list-style-type: none"> ◆ Only for underground tanks > 2,000 litres and aboveground tanks > 4,000 litres 	<ul style="list-style-type: none"> ◆ Contractors to be approved
NEWFOUNDLAND	<ul style="list-style-type: none"> ◆ Mandatory 	<ul style="list-style-type: none"> ◆ Not required at present
NORTHWEST TERRITORIES	<ul style="list-style-type: none"> ◆ Mandatory for both underground and aboveground tanks 	<ul style="list-style-type: none"> ◆ Not required at present
YUKON	<ul style="list-style-type: none"> ◆ Safety Certificate required 	<ul style="list-style-type: none"> ◆ Not required at present

NOTE: The regulatory requirements indicated above will change from time to time. It is Dealer's responsibility to keep current on any changes.

SCHEDULE "M"

GUARANTEE

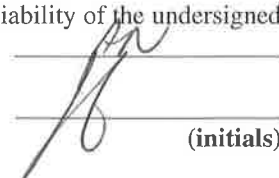
TO: Global Fuels Inc.

4903 Thomas Alton Blvd.
Suite 211,
Burlington, Ontario
L7M 0W8

IN CONSIDERATION OF Global Fuels Inc. (hereinafter referred to as "Global Fuels") agreeing to deal with or to continue to deal with **2644833 Ontario Inc.** (hereinafter referred to as the "Dealer"), each of the undersigned hereby jointly and severally guarantees the payment by the Dealer of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Dealer to Global Fuels or remaining unpaid by the Dealer to Global Fuels (the "Liabilities"). The Liabilities shall be repayable on a demand basis and shall bear interest at a variable rate per annum which is equal to Three (3) percentage points above the Prime Bank Rate of CIBC, adjusted immediately without notice on each change in the Prime Bank Rate, calculated monthly not in advance, both before and after default, demand and judgment on the principal amount and overdue interest, if any, from time to time remaining unpaid, such interest to accrue from the date of demand to the date of final payment.

AND THE UNDERSIGNED AND EACH OF THEM does hereby jointly and severally agree with the Dealer as follows:

1. **Continuing Guarantee.** This Guarantee shall be a continuing Guarantee and shall cover all of the Liabilities outstanding from time to time. This Guarantee shall further apply to and secure any ultimate balance due or remaining unpaid to Global Fuels by the Dealer and it shall remain in full force and effect notwithstanding the release or discharge of the Dealer for any reason whatsoever other than payment in full of the ultimate balance of the Liabilities.
2. **Partial Payments.** This Guarantee shall not be considered or deemed wholly or partially satisfied by the payment at any time or times of any sum or sums of money for the time being due or remaining unpaid to Global Fuels and any monies received or realized by Global Fuels from the Dealer or others shall be for all purposes payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this Guarantee the benefit of any such payments and the undersigned shall have no rights to be subrogated to any of the rights of Global Fuels until Global Fuels shall have received payment in full of the Liabilities.
3. **Global Fuels Recourse.** Global Fuels shall not be bound to exhaust its recourse against the Dealer or others or any security it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce all benefits of discussion and division.
4. **Failure of Global Fuels to Exercise Rights.** Global Fuels may grant time, renewals, extensions, indulgences, releases and discharges to, take security from and give the same and any or all existing security up to, abstain from taking security from or from perfecting security of, cease or refrain from giving credit or making loans or advances to, accept compositions from and otherwise deal with the Dealer and others and with all security as Global Fuels may see fit, and may apply all monies at any time received from the Dealer or others or from security upon such part of the Liabilities as Global Fuels deems best and change any such application in whole or in part from time to time as Global Fuels may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this Guarantee, and no loss of or in respect of any security realized by Global Fuels from the Dealer or others, whether occasioned by the fault of Global Fuels or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee.



(initials)

5. **Guarantee to Remain Enforceable.** This Guarantee shall not be discharged or otherwise affected by any change in the name of the Dealer, or in the objects, capital structure or constitution of the Dealer, or by the sale of the business of the Dealer or any part thereof or by the Dealer being amalgamated with another corporation, but shall, notwithstanding any such event, continue to apply to all Liabilities whether incurred before or after such change, and in the case of the Dealer being amalgamated with another corporation, this Guarantee shall apply to the Liabilities of the resulting partnership or corporation, and the term the "Dealer" shall include each such resulting partnership and corporation.

6. **Additional Liabilities.** All advances, renewals and credits made or granted by Global Fuels purportedly to or for the Dealer after the bankruptcy or insolvency of the Dealer but before Global Fuels has received written notice thereof, shall be deemed to form part of the Liabilities; and all advances, renewals and credits obtained from Global Fuels purportedly by or on behalf of the Dealer shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Dealer or of the directors, officers or agents thereof, or that the Dealer may not be a legal entity, or any irregularity, defect or informality in the obtaining of such advance, renewals or credits, whether or not Global Fuels had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor shall be recoverable from the undersigned as principal debtor in respect thereof and shall be paid to Global Fuels on demand with interest and accessories.


7. **Not a Substitution for any other Guarantee.** This Guarantee is in addition to and not in substitution for any other Guarantee, by whomsoever given, at any time held by Global Fuels, and any present or future obligation to Global Fuels incurred or arising otherwise than under a Guarantee of the undersigned or of any other obligant, whether bound with or apart from the Dealer, excepting any Guarantee surrendered for cancellation on delivery of this instrument.

8. **Acceptance of Account by Guarantors.** The undersigned shall be bound by any account settled between Global Fuels and the Dealer, and if no such account has been so settled immediately before demand of payment under this Guarantee, any account stated by Global Fuels shall be accepted by the undersigned as conclusive evidence of the amount which at the date of the account so stated is due by the Dealer to Global Fuels or remains unpaid by the Dealer to Global Fuels.

9. **Determination of Guarantors' Liability.** Any of the undersigned may, by notice in writing delivered to Global Fuels, determine his respective liability under this Guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities incurred or arising even though not then mature, provided, however, that notwithstanding receipt of any such notice Global Fuels may fulfil any requirements of the Dealer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this Guarantee.

10. **No Right of Set-Off or Counterclaim.** Until repayment in full of all the Liabilities, all dividends, compositions, proceeds of security, security valued or payments received by Global Fuels from the Dealer or others, or from estates in respect of the Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim the benefit thereof in reduction of the liability under this Guarantee, and the undersigned shall not claim any set-off or counterclaim against the Dealer in respect of any liability of the Dealer to the undersigned, claim or prove in the bankruptcy or insolvency of the Dealer in competition with Global Fuels or have any right to be subrogated to Global Fuels.

11. **Notices.** No suit based on this Guarantee shall be instituted until demand of payment has been made upon the undersigned. For the purposes of this Guarantee, demand made hereunder shall be sufficiently given or made for all purposes if delivered personally to the undersigned or if sent by ordinary first class mail within Canada, postage prepaid, or if transmitted by telecommunications facility at the addresses set forth below, namely:



(initials)

if to

2644833 Ontario Inc.
1525 Hwy 11 N, Shanty Bay, Ontario L0L 2L0

Telephone: 0

Telecopier: 0

if to

Amin Qu

1525 Hwy 11 N, Shanty Bay, Ontario L0L 2L0

Telephone: 0

Telecopier: 0

or at such other address as may be given such person to the other parties hereto in writing from time to time. All such Demands shall be deemed to have been received when delivered or transmitted, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

12. Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

13. Time of the Essence. Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

15. Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

16. Currency. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

17. Headings for Convenience Only. The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

19. Gender. In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

20. Calculation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

21. *Legislation References.* Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

22. *Severability.* If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

23. *Transmission by Facsimile.* The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the parties have duly executed this Guarantee this 3rd day of January, 2019

2644833 Ontario Inc.

[Signature]
Witness

By: X [Signature]
Amin Qu

Title: President

GUARANTOR(S)

[Signature]
Witness

X [Signature]
Amin Qu

[Signature]
[Signature]
(initials)

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 58552 - 0076 LT
Description PT LT A CON 2 EPR ORO PTS 1 & 2, 51R6107; ORO-MEDONTE
Address 1525 HIGHWAY 11
SHANTY BAY

Consideration

Consideration \$1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name GLOBAL FUELS INC.
Address for Service 4903 Thomas Alton Blvd., Suite 211
Burlington, ON
L7M 0W8

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
The land registrar is authorized to delete the notice on the consent of the following party(ies) Global Fuels Inc.
Schedule: See Schedules

Signed By

Tiffany Leigh Turner 1 James Street South 14th flr PO acting for Signed 2023 02 23
Box 926 Applicant(s)
Hamilton
L8N 3P9

Tel 905-523-1333
Fax 905-523-5878

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

SCARFONE HAWKINS LLP 1 James Street South 14th flr PO Box 2023 02 23
926
Hamilton
L8N 3P9

Tel 905-523-1333
Fax 905-523-5878

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

File Number

Applicant Client File Number : 21R0853

APPENDIX "A"

FORM

Land Titles Act
Application to register Notice of an
unregistered estate, right, interest or equity
Section 71 of the Act

To: The Land Registrar for the Land Titles Division of Simcoe (#51)

I, Marc Ronca, am the solicitor for Global Fuels Inc.

I confirm that the applicants have an unregistered estate, right, interest or equity in the land described as all of Parcel / PIN 58552-0076 (LT)

~~or~~

~~I confirm that the applicants are the registered owners or mortgagees, and I confirm that this document effects an interest in that land. (*)~~

The land is registered in the name of 2644833 Ontario Inc., and I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the said parcel.

I hereby authorize the Land Registrar to delete the entry of this Notice from the said parcel register without notice or application:

(a) on or after the date _____,

(b) after _____ years from the date of registration of this Notice,

(c) upon the deletion of the following registered document(s): _____

_____, or _____

(d) with the consent of the following party / parties:
Global Fuels Inc.

~~or~~

~~This notice will be effective for an indeterminate time.~~

The address for service of the applicants is:

4903 Thomas Alton Blvd., Suite 211, Burlington, ON L7M 0W8

Dated February 23, 2023

M Ronca
Signature of the solicitor for the applicants

(*) To be used if the applicant is the registered owner or mortgagee.

B E T W E E N

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Plaintiff

-and-

2644833 ONTARIO INC., et al.
Defendants
Court File No. CV-23-00001810-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Barrie

AFFIDAVIT OF CHRISTINE CAVARZAN

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO#42081V)
rmoses@mindengross.com
Tel: 416-369-4115

Carol Liu (LSO# 84938G)
cliu@mindengross.com
Tel: 416-369-4287

Lawyers for the Plaintiff

(File No. 4134183)

B E T W E E N

DUCA FINANCIAL SERVICES CREDIT UNION LTD.
Plaintiff

-and-

2644833 ONTARIO INC., et al.

Defendants

Court File No. CV-23-00001810-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Barrie

SUPPLEMENTARY MOTION RECORD

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Rachel Moses (LSO# 42081V)
rmoses@mindengross.com
Tel: 416-369-4115

Lawyers for the Plaintiff,
DUCA Financial Services Credit Union Ltd.