Invoice

Date	Invoice #
2019-11-29	76

#### Invoice To

Description	Qty	Rate	Amount
Consulting convices Heavily Weak of New 25 New 20	12	95.00	1,140.00
Consulting services Hourly Week of Nov 25-Nov 29	12	95.00	1,140.00
Travel to OTE office	112	0.51	57.12
Sales Tax Summary			
Total Tax 0.00			
		Total	<b>** **</b>
		IUIAI	\$1,197.12

72

Date	Invoice #
2019-12-06	77

#### Invoice To

Description	Qty	Rate	Amount
Consulting services Hourly Week of Dec 2-6	24	85.00	2,040.00
Travel to OTE office	112	0.51	57.12
Sales Tax Summary			
Total Tax 0.00			
		Total	\$2,097.12

Invoice

73

Date	Invoice #
2019-12-13	78

### Invoice To

Description		Qty	Rate	Amount
Consulting services Hourly Week of Dec 9-2	3	10	100.00	1,000.00
6	-			,
Sales Tax Summary				
Total Tax	0.00			
			Total	\$1,000.00

74

Date	Invoice #
2019-12-20	79

#### Invoice To

Description	C	ity	Rate	Amount
Consulting services Hourly Week of Dec 16-20		10	100.00	1,000.00
Sales Tax Summary				
	.00			
			Total	\$1,000.00

Invoice

75

Date	Invoice #
2019-12-27	80

### Invoice To

Description		Qty	Rate	Amount
Consulting services Hourly Week of DEC 23-27		8	100.00	800.00
Sales Tax Summary				
	00			
			Total	\$800.00

76

Date	Invoice #
2020-01-03	81

#### Invoice To

Description		Qty	Rate	Amount
Consulting services Hourly Week of Dec	30-Jan 3rd	10	100.00	1,000.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$1,000.00

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Date	Invoice #
2020-01-10	82

#### Invoice To

Description	Qty	Rate	Amount
Consulting services Hourly Week of Jan 6-10	10	100.00	1,000.00
Sales Tax Summary			
Total Tax 0.00			
		Total	\$1,000.00

Invoice

Date	Invoice #
2020-01-17	83

## Invoice To

Description	Qty	Rate	Amount
	10	05.00	1 710 00
Consulting services Hourly Week of Jan 13-17	18	95.00	1,710.00
Travel to OTE	112	0.51	57.12
Sales Tax Summary			
Total Tax 0.00			
		Total	ф1 д/д 10
		I Ulai	\$1,767.12

Invoice

79

Date	Invoice #
2020-01-24	84

## Invoice To

GST/HST No.

732142880

	Qty	Rate	Amount
	4	100.00	400.00
		100.00	100.00
0.00			
		Total	\$400.00
	0.00	4	0.00

80

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## GPMC Holdings 118 Main St N Waterdown, ON L0R 2H0

	In	voice
Date		Invoice #

Date	Invoice #
2020-01-31	139

#### Invoice To

GST/HST No.

732142880

Description		Qty	Rate	Amount
Weekly Services Jan 27-30th		4	125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

81

Date	Invoice #
2020-02-07	140

## Invoice To

Description		Qty	Rate	Amount
Weekly Services Feb 3-7th		4	125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

82

Date	Invoice #
2020-02-14	141

#### Invoice To

Description		Qty	Rate	Amount
Weekly Hourly Services Feb 10-14th		4	125.00	500.00
weekly noully services red to re-rail			125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

83

GPMC Holdings 118 Main St N Waterdown, ON L0R 2H0

	In	voice
Date		Invoice #

Date	Invoice #
2020-02-21	142

#### Invoice To

GST/HST No.

732142880

Description		Qty	Rate	Amount
Weekly Services Feb 17-21		4	125.00	500.00
weekly Services Feb 17-21		4	123.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

84

Date	Invoice #
2020-02-28	143

#### Invoice To

Description		Qty	Rate	Amount
Weekly Services Feb 24-28		4	125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			_	
			Total	\$500.00

85

Date	Invoice #
2020-03-06	144

## Invoice To

GST/HST No.

732142880

Description		Qty	Rate	Amount
Weekly Service March 02-06		4	125.00	500.00
weekly belvice Materi 02-00			125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

86

## GPMC Holdings 118 Main St N Waterdown, ON L0R 2H0

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Date	Invoice #
2020-03-13	145

## Invoice To

GST/HST No.

732142880

Description		Qty	Rate	Amount
Weekly Services March 9-13		4	125.00	500.00
weekly Scivices March 9-15		+	125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

	r	<b>ו</b>	V	0	С	e	1

Date	Invoice #
2020-03-20	146

#### Invoice To

Description		Qty	Rate	Amount
Weekly Services March 16-20th		4	125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

88

## GPMC Holdings 118 Main St N Waterdown, ON L0R 2H0

In	voice
Date	Invoice #
2020-03-27	147

## Invoice To

Description		Qty	Rate	Amount
Weekly Services March 23-27		4	125.00	500.00
weekly Schrices March 25-27			123.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

89

## GPMC Holdings 118 Main St N Waterdown, ON L0R 2H0

Invoice				
Date	Invoice #			
2020-03-27	148			

## Invoice To

GST/HST No.

732142880

Description		Qty	Rate	Amount
Weekly Services March 30th-April 3rd		4	125.00	500.00
weekly services match sour-April sid		7	125.00	500.00
Sales Tax Summary				
Total Tax 0	.00			
			Total	\$500.00

	In	voice
ata		Invoice #

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90

Date	Invoice #
2020-01-31	149

#### Invoice To

Description		Qty	Rate	Amount
Consulting services Hourly Week of Jan 27-31		4	125.00	500.00
Sales Tax Summary				
Total Tax	0.00			
			Total	\$500.00

# THIS IS **EXHIBIT "I"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.

To: Scott Hill[scott.hill@originaltradersenergy.com]; 'Nick Capretta'[ncapretta@claybar.ca]

From: Glenn Page[glenn.page@originaltradersenergy.com]

Sent: Mon 11/11/2019 3:31:08 PM (UTC-05:00)

Subject: RE: Bonuses for Employees

Nick and Scott

Thanks and Nick I appreciate the comments regarding Mandy ... Yes she does a lot behind the scenes to keep things moving forward.

I suggest we give her \$10K??? Thoughts Glenn Page President Original Traders Energy LP Phone: 519-512-2245 Cell: 905-334-2008 www.originaltradersenergy.com

OTE ORIGINAL TRADERS

From: Scott Hill <scott.hill@originaltradersenergy.com>
Sent: November 11, 2019 3:04 PM
To: Nick Capretta <ncapretta@claybar.ca>
Cc: Glenn Page <glenn.page@originaltradersenergy.com>
Subject: Re: Bonuses for Employees

Glenn,

Everything looks good to me, I know since day one you've talked about a decent bonus program once we reached a certain point in sales. Great gesture and timing for being able to do it, I'm sure everyone will be in appreciation. I wasn't sure how to respond as I don't have a whole heck of a lot of experience with this one. I like and agree with what Nick has said as well.

Great job! Thank-You, Scott Hill VP Development Original Traders Energy Cell- 519 717 0968 www.originaltradersenergy.com

On Nov 11, 2019, at 12:44 PM, Nick Capretta <<u>ncapretta@claybar.ca</u>> wrote:

Glenn,

I am good with this approach and the overall value of bonuses (\$126k by the looks of it)

I can attest to the Xmas bonuses – Claybar has been doing it for 20 years now, and it is tremendous value not only to the employees, but what you get in return from said employees – they are always thankful and re-committed once they receive it.

At the same time, I would also caution them, that this is based on the overall performance of the company – and as long as we continue to do well overall, then everyone will be able to continue to participate in the bonuses. Lastly, I would suggest perhaps allocating an amount to Mandy as well – I know we moved her to a consulting agreement, however, she was part employee for the year; she still handles our payroll; and I think any token of appreciation goes a long way....doesn't have to be a crazy amount, but the gesture is always well received. I liken it to our retired employees – we still invite them to our parties, and I cut them a small bonus a couple of years after retirement just to keep them happy, give them the odd Home Depot Gift card etc. – almost every time, they come back to help us out when needed.

Just my suggestion – I will leave to you two.

P.S....please don't let Mandy know I "likened" her to a retired construction worker! Regards,

## Nick A. Capretta

## Claybar Contracting Inc.

424 MacNab Street, Dundas, ON L9H 2L3 91 Melford Drive, Toronto, ON M1B 2G6

T - 905.627.8000 T - 866-801-9305 F - 905.628.3648 C - 905.981.6425 93 From: Glenn Page <glenn.page@originaltradersenergy.com> Sent: Saturday, November 9, 2019 10:38 AM To: scott. hill <scott.hill@originaltradersenergy.com>; Nick Capretta <ncapretta@claybar.ca> Subject: Bonuses for Employees Hi Guys Welcome home from vacation We are headed towards Xmas and I am a proponent of pre Xmas Bonuses as it helps people at a time when they want to be generous I propose that we issue bonuses at the start of December the week of Dec 9<sup>th</sup> to be exact I propose the following pay outs Blending Site Operators that have been here more the 3 months - \$3600 each for the year prorated so \$300 per month of service Bill Smith - \$5,000 Rob Lowes - \$5,000 Courtney - \$3,500 Dale - \$10,000 Austin - \$10,000 Paula - \$25,000 I think this we equal \$67.5k based on the operators I know of and their tenure So..... #1 Do you both agree with the timing? #2 Do you agree with the payout allocation? #3 Did I miss anyone? Please reply to all ..... I need to put these cheques in the cheque run the week of Nov 25th **Glenn Page** President **Original Traders Energy LP** Phone: 519-512-2245 Cell: 905-334-2008 www.originaltradersenergy.com <image001.jpg>

# THIS IS **EXHIBIT "J"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.

> Ministry of Public and Business Service Delivery



## **Profile Report**

2745384 ONTARIO INC. as of November 09, 2023

Act Type Name Ontario Corporation Number (OCN) Governing Jurisdiction Status Date of Incorporation Registered or Head Office Address Business Corporations Act Ontario Business Corporation 2745384 ONTARIO INC. 2745384 Canada - Ontario Active February 28, 2020 118 Main St N, Waterdown, Ontario, Canada, LOR 2H0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V , (Lum Tan UBA ).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### Active Director(s)

Minimum Number of Directors Maximum Number of Directors

Name Address for Service Resident Canadian Date Began

Name Address for Service Resident Canadian Date Began 1 9

> MANDY COX 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6 Yes February 28, 2020

> GLENN PAGE 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6 Yes February 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V, (UUMTUULL).

V , ULUMA AMM Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### 96

## Active Officer(s)

Name Position Address for Service Date Began

Name Position Address for Service Date Began

Name Position Address for Service Date Began MANDY COX President 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6 February 28, 2020

GLENN PAGE Secretary 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6 February 28, 2020

GLENN PAGE Treasurer 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6 February 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V , (Dum Turulla W).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Page 3 of 7

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### **Corporate Name History**

Name Effective Date 2745384 ONTARIO INC. February 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V . (Lum Tanúlla W) .

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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## **Active Business Names**

Name Business Identification Number (BIN) Registration Date Expiry Date

Name Business Identification Number (BIN) Registration Date Expiry Date

Name Business Identification Number (BIN) Registration Date Expiry Date PICASSOFISH CREATIVE DESIGN 300303641 March 16, 2020 March 15, 2025

GPMC MANAGEMENT SERVICES 300258399 March 04, 2020 March 03, 2025

PICASSOFISH 300303500 March 16, 2020 March 15, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V. (UUMTUULL).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## **Expired or Cancelled Business Names**

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V , (Lum Tunula W).

## Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

### **Document List**

**Filing Name** 

CIA - Initial Return PAF: GLENN PAGE - DIRECTOR

BCA - Articles of Incorporation

**Effective Date** 

March 04, 2020

February 28, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V, (UUMTUULL).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

# THIS IS **EXHIBIT "K"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.



Corporations Canada

Corporations Canada C. D. Howe Building 235 Queen St Ottawa ON K1A 0H5

**Corporations Canada** Édifice C.D.Howe 235 rue Queen Ottawa ON K1A 0H5

## **Corporate Profile / Profil corporatif**

Date and time of Corporate Profile (YYYY-MM-DD) 2023-11-09 12:59 PM (AAAA-MM-JJ) Date et heure du Profil corporatif **CORPORATE INFORMATION RENSEIGNEMENTS CORPORATIFS** Corporate name Dénomination Atomic Beaver Corporation 373036-1 Numéro de société ou d'organisation **Corporation number Business number** 867331043RC0001 Numéro d'entreprise **Governing legislation** Régime législatif Canada Business Corporations Act (CBCA) - 2000-03-09 Loi canadienne sur les sociétés par actions (LCSA) - 2000-03-09 Status Statut Active Active

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
62 BERKLEY CRESCENT SIMCOE ON N3Y 2K5 Canada	

ANNUAL FILINGS				DÉPÔTS ANNUELS		
Anniversary date (MM-DD)		03-09		(MM-JJ) Date anniversaire		
	02	00 to/ou 05 0	0	(MM II) Déviada da dévêt		
Filing period (MM-DD)	03-	-09 to/au 05-0	00	(MM-JJ) Période de dépôt		
Status of annual filings				Statut des dépôts annuels		
	Filed Filed Filed	2023 2022 2021	Déposé Déposé Déposé			
Date of last annual meeting (YYYY-MM-DD)		2023-03-13		(AAAA-MM-JJ) Date de la dernière assemblée annuelle		
Туре				Туре		
Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins						



DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
JOHN MATECSA	62 BERKLEY CRESCENT, SIMCOE ON N3Y 2K5, Canada	

CORPORATE HISTORY	HISTORIQUE CORPORATIF	
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination	
2000-03-09 to / à 2022-01-25 2022-01-25 to present / à maintenant	PICASSO FISH CORPORATION Atomic Beaver Corporation	
Certificates issued (YYYY-MM-DD) (AAAA-MM-JJ) Certificats émis		
Certificate of Incorporation Certificate of Amendment Amendment details: Corporate name Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	<ul> <li>2000-03-09 Certificat de constitution en société</li> <li>2022-01-25 Certificat de modification Renseignements concernant les modifications aux statuts : Dénomination sociale</li> <li>Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.</li> </ul>	
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés	

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.

Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.

# THIS IS **EXHIBIT "L"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of the 9th day of March, 2020,

BETWEEN:

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## PICASSO FISH CORPORATION

a corporation incorporated pursuant to the federal laws of Canada

(hereafter referred to as the "Vendor")

- and -

## 2745384 ONTARIO INC.

a corporation incorporated pursuant to the laws of the Province of Ontario

(hereafter referred to as the "Purchaser")

WHEREAS the Purchaser is desirous of purchasing and the Vendor is desirous of selling certain assets of the Vendor, as more particularly set out herein, which assets are used by the Vendor in connection with the operation of a business providing banding, website design, print design, print brokering, promotional products and on- line promotions services to businesses (the "Business");

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the payments and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. PURCHASE AND SALE OF PURCHASED ASSETS

## 1.1 PURCHASED ASSETS

Subject to the provisions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, effective as of the close of business on the Closing Date (as defined in Section 5.1 below), all of the following property and assets:

- (a) <u>Customers List:</u> A list of all customers of the Business (the "Customer List"), and all contact information for the customers, along with historical sales data for all such customers ("Customers");
- (b) <u>Goodwill:</u> Any and all right, title, and interest of the Vendor in and to the goodwill associated with the Business, the Customers, and the Customer List ("Goodwill");
- (c) <u>Artwork:</u> All artwork (in digital format) and all other digital files used by the Vendor in connection with the Business and the Customers, which is necessary for the continued conduct of the Business (the "Artwork"); and
- (d) <u>Supplier List:</u> A list of all suppliers that supply any items of inventory used in the Business, by name, address, and contact information (the "Supplier List");

(all of which are collectively referred to herein as the "Purchased Assets").
#### 1.2 EXCLUDED ASSETS

The Purchaser acknowledges and agrees that any assets of the Vendor not specifically set forth herein and included as part of the Purchased Assets shall be excluded from the sale herein, including without limitation any inventory, work in progress, unfilled/pending orders, motor vehicles, computer equipment, office furniture and equipment, cash, accounts receivable, intellectual property, and other tangible or intangible assets that are used by the Vendor in connection with the operation of its web hosting business.

#### 2. **PURCHASE PRICE AND TAXES**

#### 2.1 PURCHASE PRICE

The purchase price for the Purchased Assets shall be the amount of \$15,000.00 plus the value of any Inventory on hand (not including any excluded redundant Inventory), which shall be calculated and based upon the Vendor's cost thereof (collectively the "Purchase Price"), and shall be allocated as follows:  $\rho_{T}$ 

- \$7,0000.00 for the Goodwill; (a)
- \$7,000.00 for the Customer List: (b)
- \$500.00 for the Artwork; and (C)
- (d) \$500.00 for the Supplier List.

#### 2.2 PAYMENT OF PURCHASE PRICE

The Purchase Price shall be paid and satisfied in certified funds on the Closing Date, payable to the Vendor's lawyer in trust, or as the Vendor may direct.

#### 2.3 **GST/HST ELECTION FORM**

The Vendor and Purchaser both agree to jointly elect under section 167(1) of the Excise Tax Act (Canada) to exempt the purchase and sale herein from the application of Harmonized Sales Act ("HST"), in prescribed form (GST Form 44E) (the "GST/HST Election Form"). The Purchaser agrees to file the GST/HST Election Form with its HST return for the period in which the Closing Date falls, and to indemnify the Vendor from any HST if the exemption is not available or if the Purchaser fails to file the GST/HST Election Form within the prescribed or required time.

#### 3. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

3.1 The Vendor represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

- (a) Title: The Vendor is the owner of the Purchased Assets with good and marketable title thereto, free and clear of all liens, claims, demands, or other encumbrances, such that the Purchaser will acquire title to the Purchased Assets free and clear of any claims, liens, or encumbrances whatsoever;
- (b) Capacity: The Vendor is duly incorporated and organized, and validly subsisting under the federal laws of Canada. The Vendor is not in default in the filing of any required notices with the Ministry of Government Services, and the officers and directors of the Vendor are duly and correctly recorded with such Ministry:
- Authorization: The Vendor has the requisite power and authority to sell the Purchased (c) Assets to the Purchaser, and the sale of the Purchased Assets herein has been duly

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authorized by resolution of the director(s) of the Vendor, or if necessary, by special resolution of the shareholder(s) of the Vendor;

- (d) <u>Residency</u>: The Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (e) <u>Financial/Sales Records</u>: The financial and sales records of the Business, as provided by the Vendor to the Purchaser, are true, correct, complete, and accurate as to the matters noted therein and thereon;
- (f) <u>Customer Information</u>: The information (name, address, contact information, contact person, etc.) relating to the Customers as set out on the Customer List provided by the Vendor, and all of the historical "sales by Customer" information provided by the Vendor to the Purchaser, is true, correct, complete, and accurate as to the matters noted therein and thereon. All personal information contained in the Customer List has been or will be provided to the Purchaser has been provided solely for the purpose of this Agreement and is necessary to carry on the Business;
- (g) <u>Supplier List</u>: The information (name, address, contact information, contact person, etc.) relating to the suppliers, as set out on the Supplier List to be delivered on the Closing Date, is true, correct, complete, and accurate as to the matters noted therein and thereon;
- (h) <u>Liabilities:</u> The Vendor shall pay and satisfy all liabilities of the Business arising up to and including the Closing Date, including all obligations to suppliers, employees, and to any governmental authorities for taxes of any nature and kind whatsoever; and
- (i) <u>Status as Registrant:</u> The Vendor is a registrant under the *Excise Tax Act* (Canada) for the purposes of charging, collecting, and remitting Goods and Services Tax ("GST") and HST, and its registration number thereunder is:867331043RT0001.

3.2 The representations and warranties of the Vendor herein shall survive the closing of the purchase and sale herein for a period of two (2) years from the Closing Date.

#### 4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

- (a) <u>Capacity:</u> The Purchaser is duly incorporated and organized, and validly subsisting under the laws of the Province of Ontario. The Purchaser is not in default in the filing of any required notices with the Ministry of Government Services, and the officers and directors of the Purchaser are duly and correctly recorded with such Ministry;
- (b) <u>Customer Information:</u> All personal information contained in the Customer List that has been or will be provided to the Purchaser has been received solely for the purposes contemplated by this Agreement, such information will be maintained as confidential subsequent to the date hereof and used only for the purposes for which it was collected or permitted to be used prior to the date hereof, and in each case subject to the withdrawal of consent in accordance with applicable law.
- (c) <u>Authorization:</u> The Purchaser has the requisite power and authority to purchase the Purchased Assets from the Vendor, and the purchase of the Purchased Assets herein has been duly authorized by resolutions of the director(s) of the Purchaser.
- (d) <u>Residency:</u> The Purchaser is "Canadian" within the meaning of the *Investment Canada* Act (Canada); and

(e) <u>Status as Registrant:</u> The Purchaser is a registrant under the *Excise Tax Act* (Canada) for the purposes of charging, collecting, and remitting GST and HST, and its registration number thereunder is:

4.2 The representations and warranties of the Purchaser herein shall survive the closing of the purchase and sale herein for a period of two (2) years from the Closing Date.

#### 5. CLOSING AND DELIVERIES

5.1 The closing date shall be March 31, 2020 (the "Closing Date"), or such other date as the Vendor and Purchaser may mutually agree upon.

5.2 The closing shall take place at the offices of the Vendor's lawyer, or at such other place as the parties may agree upon, at 11:00am on the Closing Date, or at such other time and day as the parties may mutually agree upon (in any event, the "Closing").

5.3 On Closing, the Purchaser shall pay and deliver the Purchase Price, and the Vendor shall effectuate the transfer of the Purchased Assets in the following manner:

- (a) The Vendor shall execute and deliver an Assignment Agreement for the assignment and transfer of the Customers and the Goodwill, specifically an assignment of the registered business name "Picasso Fish", and an undertaking to cancel the Vendor's business registration of said name in form satisfactory to Purchaser's counsel; and
- (b) The Vendor shall deliver the Customer List and all additional records relating to the Customers, the Artwork, and the Supplier List, and all other files related to the purchased assets in a manner to be mutually agreed with the Purchaser.
- 5.4 On Closing, the Vendor and the Purchaser agree to the following additional deliveries:
- (a) Each will deliver to the other an Affidavit of Residency;
- (b) Each will deliver to the other a Certificate of Incumbency and a Certified copy of that party's board of director(s) resolutions authoring the purchase or sale of the Purchased Assets herein;
- (c) Each will deliver to the other such receipt or receipts as may be appropriate, acknowledging receipt of the Purchase Price (by the Vendor) and receipt of the Purchased Assets (by the Purchaser);
- Each will execute and deliver the GST/HST Election Form;
- (e) The Vendor and its principal will deliver to the Purchaser and its principal the Non-Competition Agreement referred to in sub-section 6.1(d) below.

#### 6. CONDITIONS OF CLOSING

#### 6.1 VENDOR'S CLOSING REQUIREMENTS

The obligation of the Purchaser to close shall be subject to the performance of or fulfilment by the Vendor of the following terms and conditions, which are for the exclusive benefit of the Purchaser, and which may be waived at the Purchaser's option:

(a) <u>Representations and Warranties</u>: The representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects on the Closing Date, with the same force and effect as if such representations and warranties were made at such time;

- (b) <u>Covenants:</u> All of the covenants of this agreement to be complied with or performed by the Vendor at or before the Closing Date shall have been complied with or performed in all material respects to the satisfaction of the Purchaser;
- (c) <u>Deliveries:</u> The Vendor shall have delivered to the Purchaser the Assignment and physical delivery of the Purchased Assets as contemplated by section 5.3 above, and all deliveries contemplated by section 5.4 above; and
- (d) <u>Non-Competition</u>: The Vendor and its principal shall have executed and delivered a satisfactory Non-Competition Agreement in favour of the Purchaser, agreeing to not compete in the web design, branding, printing, and promotional products business for a period of five (5) years, and agreeing to refer any and all inquiries for the Business to the Purchaser following the Closing Date, in form and content attached hereto as Schedule A.

If any of the conditions contained in this section 6.1 shall not be performed or fulfilled at or prior to the Closing Date to the satisfaction of the Purchaser, acting reasonably, the Purchaser may, by notice in writing given to the Vendor or its lawyer, terminate this agreement and the obligations of the Vendor and the Purchaser hereunder. Any such condition may be waived in whole or in part by the Purchaser without prejudice to any claims it may have for breach of covenant, representation or warranty.

#### 6.2 PURCHASER'S CLOSING REQUIREMENTS

The obligation of the Vendor to close shall be subject to the performance of or fulfilment by the Purchaser of the following terms and conditions, which are for the exclusive benefit of the Vendor, and which may be waived at the Vendor's option:

- (a) <u>Representations and Warranties</u>: The representations and warranties of the Purchaser contained in this agreement shall be true and correct in all material respects on the Closing Date, with the same force and effect as if such representations and warranties were made at and as of such time;
- (b) <u>Covenants:</u> All of the terms, covenants and conditions of this agreement to be complied with or performed by the Purchaser at or before the Closing Date shall have been complied with or performed in all material respects to the satisfaction of the Vendor, including the payment of the Purchase Price.
- (c) <u>Deliveries:</u> The Purchaser shall have delivered to the Vendor the Purchase Price as contemplated by section 5.3 above, and all deliveries contemplated by section 5.4 above.

If any of the conditions contained in this section 6.2 shall not be performed or fulfilled at or prior to the Closing Date to the satisfaction of the Vendor acting reasonably, the Vendor may, by notice given in writing to the Purchaser or its lawyer, terminate this agreement and the obligations of the Vendor and the Purchaser hereunder. Any such condition may be waived in whole or in part by the Vendor without prejudice to any claims it may have for breach of covenant, representation or warranty.

#### 7. MISCELLANEOUS

#### 7.1 FURTHER ASSURANCES

Each of the Vendor and Purchaser covenants and agrees that it will at all times after the Closing Date, at the expense of the requesting party, promptly execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party, acting

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reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

6

#### 7.2 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

The parties agree that the representations and warranties given by each in this Agreement, and the obligation to perform their respective covenants herein, shall survive the closing of this transaction and shall continue in full force and effect from the Closing Date for a period of two (2) years, unless otherwise stated herein or in a related document or agreement delivered concurrently herewith.

#### 7.3 AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement shall be binding on either party unless made in writing and signed by the party that is to be bound by same. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

#### 7.4 SCHEDULE

Schedule A attached hereto forms a part of this Agreement.

#### 7.5 ENTIRE AGREEMENT

This Agreement, the Schedule attached hereto, and the documents and agreements to be delivered pursuant hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

#### 7.6 TIME OF ESSENCE

Time shall be of the essence of this Agreement.

#### 7.7 <u>APPLICABLE LAW</u>

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the jurisdiction of the Courts of the Province of Ontario, and all courts competent to hear appeals therefrom.

(section 7.8 and signature page to follow)

#### 7.8 SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of

PICASSO FISH CORPORATION Per: John Matesca, President

2745384 ONTARIO INC.

Per

Glenn Page, President

## THIS IS **EXHIBIT "M"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.

> Ministry of Public and Business Service Delivery



### **Profile Report**

PICASSOFISH as of November 09, 2023

Act Type of Filing Name Business Identification Number (BIN) Registration Status Registration Date Expiry Date Principal Place of Business

Activity (NAICS Code)

Business Names Act Business Name Registration - Corporation PICASSOFISH 300303500 Active March 16, 2020 March 15, 2025 118 Main Street North, Waterdown, Ontario, Canada, LOR 2H0 [Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V , (Dum Tunulla W).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### **Registrant Information**

Name Type Status Ontario Corporation Number (OCN) Governing Jurisdiction Registered or Head Office Address 2745384 ONTARIO INC. Ontario Business Corporation Active 2745384 Canada - Ontario 118 Main St N, Waterdown, Ontario, Canada, LOR 2H0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V, (UUMTUULL).

#### Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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#### Person Authorizing Registration

Individual Name Address for Service GLENN PAGE [Not Provided] [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V , (Lum Turulla W).

#### Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### **Document List**

**Filing Name** 

Effective Date

Business Name Registration for a Corporation PAF: GLENN PAGE

March 16, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V. (LUMTANILAN).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## THIS IS **EXHIBIT "N"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.

> Ministry of Public and Business Service Delivery



### **Profile Report**

PICASSOFISH CREATIVE DESIGN as of November 09, 2023

Act Type of Filing Name Business Identification Number (BIN) Registration Status Registration Date Expiry Date Principal Place of Business

Activity (NAICS Code)

Business Names Act Business Name Registration - Corporation PICASSOFISH CREATIVE DESIGN 300303641 Active March 16, 2020 March 15, 2025 118 Main Street North, Waterdown, Ontario, Canada, LOR 2H0 [Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V, (LUMTANULAN).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### **Registrant Information**

Name Type Status Ontario Corporation Number (OCN) Governing Jurisdiction Registered or Head Office Address 2745384 ONTARIO INC. Ontario Business Corporation Active 2745384 Canada - Ontario 118 Main St N, Waterdown, Ontario, Canada, LOR 2H0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V, (UUMTUULL).

#### Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Page 2 of 4

120

121

#### Person Authorizing Registration

Individual Name Address for Service GLENN PAGE [Not Provided] [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V , (Dum Turulla W).

#### Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

#### **Document List**

**Filing Name** 

**Effective Date** 

Business Name Registration for a Corporation PAF: GLENN PAGE

March 16, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery. V, (UUMTUULL).

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

## THIS IS **EXHIBIT "O"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.



### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #
2020-06-01	39

Original Traders Energy	7		
1110 Hwy 54			
Unit A			
Caledonia, ON			
N3W 2G9			

		Project	Terms	FAO
		554		Glenn Page
Qty	Description		Rate	Amount
	Marketing Services Rendered		4,00	00.00 4,000.00
		Total Ta		Sales Tax Summary
		10(a) 13	A	0.00
Remit payment by	w billing address and payment instructions. cheque or e-transfer to accounting@picassofish.com y by direct deposit, email accounting@picassofish.com for detai	ls.	Total	\$4,000.00

### PO Box 1063 Waterdown, ON LOR 2H0

	In	VO	ICe	
ate		h	nvoice #	

Date	Invoice #
2020-12-01	266

Original Traders Energy		
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

		Project	Terms	FAO
		1388	Due on receipt	Glenn Page
Qty	Description	L	Rate	Amount
1	Marketing Services Rendered		4,00	00.00 4,000.00
		Total Ta		Sales Tax Summary
Remit payment	r new billing address and payment instructions. t by cheque or e-transfer to accounting@picassofish.com pay by direct deposit, email accounting@picassofish.com for detai	ls.	Total	\$4,000.00

### PO Box 1063 Waterdown, ON LOR 2H0

	In	voice
Date		Invoice #

2021-01-01	342

Oui - i 1 Tu- 1 Eu		
Original Traders Energy		
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

		Project	Terms	FAO
		1457	Due on receipt	Glenn Page
Qty	Description		Rate	Amount
1	Marketing Services Rendered		4,0	
				Sales Tax Summary
		Total Ta		0.00
emit payment	r new billing address and payment instructions. t by cheque or e-transfer to accounting@picassofish.com pay by direct deposit, email accounting@picassofish.com for detail	ils.	Total	\$4,000.00

### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #
2021-02-03	389

Original Traders Energy		
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

		Project	Terms	FAO
		1541	Due on receipt	Glenn Page
Qty	Description		Rate	Amount
1	Marketing Services Rendered		4,0	
	1		- I	Sales Tax Summary
		Total Ta	IX	0.00
Remit payment	new billing address and payment instructions. by cheque or e-transfer to accounting@picassofish.com pay by direct deposit, email accounting@picassofish.com for detai	ils.	Total	\$4,000.00

### PO Box 1063 Waterdown, ON LOR 2H0

	In	voice
ate		Invoice #

Date	Invoice #
2021-03-01	438

Original Traders Energy		
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

		Project	Terms	FAO
		1645	Due on receipt	Glenn Page
Qty	Description		Rate	Amount
1	Marketing Services Rendered		4,0	00.00 4,000.00
				Sales Tax Summary
		Total Ta	х	0.00
Remit payment b	new billing address and payment instructions. by cheque or e-transfer to accounting@picassofish.com ay by direct deposit, email accounting@picassofish.com for detai	ls.	Total	\$4,000.00



### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #
2021-04-06	515

•	 

		Project	Terms	FAO
		1817	Due on receipt	Glenn Page
Qty	Description		Rate	Amount
1	Marketing Services Rendered		4,00	00.00 4,000.00
		Total Ta		Sales Tax Summary
Remit payment b	new billing address and payment instructions. by cheque or e-transfer to accounting@picassofish.com bay by direct deposit, email accounting@picassofish.com for detai	ls.	Total	\$4,000.00

### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #

580

2021-05-01

Original Traders Energy		
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

		Project	Terms	FAO
		1838	Due on receipt	
Qty	Description	I	Rate	Amount
	Marketing Services Rendered			
		Total Ta		Sales Tax Summary 0.00
Remit payment b	new billing address and payment instructions. by cheque or e-transfer to accounting@picassofish.com bay by direct deposit, email accounting@picassofish.com for detai	ls.	Total	\$4,000.00

### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #

725

2021-06-30

Invoice To		
OTEUSA LLC Lansing, MI		

		Project	Terms	FAO
		2096	Due on receipt	Glenn Page
Qty	Description		Rate	Amount
1	Marketing Services Rendered			
		Total Ta		Sales Tax Summary 0.00
Remit payment by	ew billing address and payment instructions. y cheque or e-transfer to accounting@picassofish.com y by direct deposit, email accounting@picassofish.com for detai	ls.	Total	\$1,020.50

### PO Box 1063 Waterdown, ON LOR 2H0

	In	voice
Date		Invoice #

Bato	
2021-06-30	732

Original Traders Energy		
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

Remit payment	new billing address and payment instructions. by cheque or e-transfer to accounting@picassofish.com pay by direct deposit, email accounting@picassofish.com for detail	ls.	Total	\$4,000.00
		Total Ta		Sales Tax Summary 0.00
				Salos Tax Summary
				,
Qty 1	Description Marketing Services Rendered		Rate 4.0	Amount 00.00 4,000.00
	İ	2112	Due on receipt	Glenn Page
		Project	Terms	FAO

### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #

849

2021-08-27

Original Traders Energy	/	
1110 Hwy 54		
Unit A		
Caledonia, ON		
N3W 2G9		

		Project	Terms	FAO
			Due on receipt	
Qty	Description		Rate	Amount
	Marketing Services Rendered retroactive billing for August		4,00	00.00 16,000.00
		Total Ta	х	0.00
Please note our nev Remit payment by	w billing address and payment instructions. cheque or e-transfer to accounting@picassofish.com		Total	\$16,000,00
If you prefer to pay	y by direct deposit, email accounting@picassofish.com for detail	ls.	iuai	\$16,000.00



### PO Box 1063 Waterdown, ON LOR 2H0

In	voice
Date	Invoice #
2021-08-31	861

Invoice To			
Original Traders Energ	у		
1110 Hwy 54			
Unit A			
Caledonia, ON			
N3W 2G9			

		Project	Terms	FAO
		2304	Due on receipt	
Qty	Description		Rate	Amount
	Marketing Services Rendered		4,0	00.00 4,000.00
			Sales Tax Summary	
Total Tax 0.0				0.00
Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to accounting@picassofish.com If you prefer to pay by direct deposit, email accounting@picassofish.com for details.			Total	\$4,000.00

## THIS IS **EXHIBIT "P"** TO THE AFFIDAVIT OF MANDY COX

AFFIRMED BEFORE ME this 24th day of November, 2023

Maria Lucas

A Commissioner, etc.

From:	Miles Hill <miles77x@gmail.com></miles77x@gmail.com>	
Sent:	November 25, 2022 2:49 PM	
То:	Mandy Cox	
Cc:	Sandra Smoke; Scott Hill; garybeveridge@gmail.com; Glenn Page; Glenn Page; Lou Cerruti; Bria	
	Nobriga	
Subject:	Re: collecting	

Mandy and Glenn

Pay your gas bill

also tell Matt Mc the guy Glenn put Gen 7 to pay his Bills too ( who you 2 are hiding behind )

also when the paper calls me no lying here

Also you want to say putting the screws to the Mohawks ??

#### BE A MAN NOT A SNAKE

In Mohawk Culture Mandy and Glenn have the snake replacing your hair

FWD This to your buddies in the north

NIA WEH

Miles Hill

Native American BUSINESSMAN

please NO more LIES YOU GOT THE FUEL PAY FOR IT

On Wed, Nov 2, 2022 at 4:40 PM Miles Hill <<u>miles77x@gmail.com</u>> wrote: Mandy

I'm collecting for OTE

We want our monies

**Miles Hill** 

Native American BUSINESSMAN

please NO more LIES YOU GOT THE FUEL PAY FOR IT

#### Glenn

You messed with the wrong person

See you tomorrow an keep Hope Martin beside you as I'm going to fuck u up

Tell your lawyers and police

No one I repeat no 1 fucks with me or my family and territory you white mother fucker

No more nice guy

Games on

CUZ I CAN YOU AN MANDY COX SUCKER

CUZ WE CON

Pay your gas bill too u white pcs of shit

Miles

#### **ORIGINAL TRADERS ENERGY LTD.** Applicant

GLENN PAGE et al. Respondents

Court File No. CV-23-00693758-00CL

#### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

#### PROCEEDING COMMENCED AT TORONTO

#### RESPONDING RECORD OF MANDY COX Motion for Mareva Injunction Returnable December 7, 2023

#### **GOLDBLATT PARTNERS LLP**

20 Dundas West, Suite 1039 Toronto, ON M5G 2C2

Jessica Orkin (#52014M) Tel: (416) 979-4381 Email: jorkin@goldblattpartners.com

Natai Shelsen (#63211W) Tel: (416) 979-4384 Email: nshelsen@goldblattpartners.com

Lawyers for the Respondent, Mandy Cox