

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

Applicants

1199403 ONTARIO INC., 1274442 ONTARIO INC., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. 8-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O.
1990, c. C.43. AS AMENDED

APPLICATION RECORD

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LSUC 12987B
Lawyers for the Applicants
1199403 Ontario Inc.,
1274442 Ontario Inc.,
and Gulu Thadani

TO: **SAPTASHVA SOLAR S.A.**
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

Applicants

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
and GULU THADANI

-and-

SAPTASHVA SOLAR S.A.

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APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. 8-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43. AS AMENDED

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FORM 14E

CV-21-00655706-00CL

Courts of Justice Act

NOTICE OF APPLICATION

(Commercial List)

Applicants

1199403 ONTARIO INC., 1274442 ONTARIO INC., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A.

Respondent



APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C. 8-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43. AS AMENDED

NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing (choose one of the following)

- In person, *or virtually if required by the court (Zoom meeting, connection information below and attached)
- By telephone conference
- By video conference

at the following location

330 University Avenue, 9th Floor, Toronto, Ontario, M5G 1R7.

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc., if applicable)

on 17 (day), May, 2021 (date), at 10:00am (time) (or on a day to be set by the registrar).

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date ...January 27, 2021.....

Issued by Christina Irwin

Digitally signed by Christina Irwin
DN: cn=Christina Irwin, o=Superior
Court of Justice, ou=Client Services
Representative/Registrar,
email=christina.irwin@ontario.ca, c=CA
Date: 2021.01.27 10:59:21 -0500

Local registrar

Address of court office 330 University Avenue, 9th Floor

Toronto, Ontario, M5G 1R7.

TO **SAPTASHVA SOLAR S.A.**
c/o Harshal Gunde
99 Prairie Dunes Place
Concord, ON L4K 2E5
Email: harshal.gunde@enviroen.com

Larry J. Levine is inviting you to a scheduled Zoom meeting.

Topic: Hearing CV-21-00655706-00CL
Time: May 17, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/86517654677?pwd=blhRT0JMZDJHRGsxRDJmT3J0ZUgrQT09>

Meeting ID: 865 1765 4677
Passcode: 181407

Dial by your location
+1 438 809 7799 Canada
+1 587 328 1099 Canada
+1 647 374 4685 Canada

Find your local number: <https://us02web.zoom.us/u/kstCUxx7>

APPLICATION

1. The Applicants, 1199403 Ontario Inc., 1274442 Ontario Inc., and Gulu Thadani (individually “119 Co”, “127 Co”, and “Gulu” and together, the “Creditors” or “Lenders”), makes application for:
 - (a) An order substantially in the form attached as Schedule “A” to this Notice of Motion appointing Ira Smith Trustee & Receiver Inc. as receiver, without security, of the assets, undertakings and properties of the Respondent, Saptashva Solar, S.A. (“Saptashva” or the “Debtor”);
 - (b) The costs of this proceeding, plus all applicable taxes; and,
 - (c) Such further and other Relief as to this Honourable Court may deem just.

2. The grounds for the Application are:
 - (a) 119 Co, is an Ontario corporation conducting business in the province of Ontario;
 - (b) 127 Co, is an Ontario corporation conducting business in the province of Ontario;
 - (c) Gulu, is a resident of the City of Toronto in the province of Ontario and is the president and principal shareholder in each of 119 Co and 127 Co;
 - (d) Saptashva, is a Spanish corporation (société anonyme) that is extra-provincially registered in the Province of Ontario with offices in Madrid, Spain and Concord, Ontario;
 - (e) Saptashva operates multiple solar projects in Toronto, Ontario (the “Solar Projects”);
 - (f) On September 23, 2014, the Creditors entered into a loan agreement (the “Loan Agreement”) with Saptashva and a general security agreement (the “GSA”);
 - (g) Pursuant to the Loan Agreement:
 - i. The Creditors loaned to Saptashva \$450,000;

- ii. The principal amount of the loan and interest was due two years from the date of the agreement (the “**Maturity Date**”);
- iii. If the Debtors failed to comply with any of the provisions of the Loan Agreement, including the requirement to repay the loan, the Loan Agreement would be in default; and,
- iv. Upon the occurrence of an event of default, the Creditors would be entitled to require immediate repayment of the balance of the loan.

(h) Pursuant to the GSA

- i. Saptashva granted to the Creditors a security interest in its real and personal property and assets, including after acquired property, as security for the due and timely payment and performance of Saptashva’s obligations to the Creditors;
- ii. Saptashva is in default in the event that, inter alia:
 - 1. Saptashva defaults in payment of any amount due to the Creditors; or
 - 2. The Creditors in good faith believe and have commercially reasonable grounds to believe that the prospect of payment or performance of the obligations owed to there are or are about to be impaired; and
- iii. Upon the occurrence of an event of default the Creditors would immediately have the right to enforce the security.

(i) On June 15, 2015, the Creditors entered into a supplementary loan agreement (the “**Supplementary Loan Agreement**”) with Saptashva and general security agreements (the “**Supplementary GSA**”);

(j) Pursuant to the Supplementary Loan Agreement:

- i. The Creditors loaned to Saptashva \$67,037.04;
- ii. The principal amount of the loan and interest was due on September 30, 2016 (the “**Supplementary Maturity Date**”);
- iii. If the Debtors failed to comply with any of the provisions of the Supplementary Loan Agreement, including the requirement to repay the loan, the Supplementary Loan Agreement would be in default; and,
- iv. Upon the occurrence of an event of default, the Creditors would be entitled to require immediate repayment of the balance of the loan.

(k) Pursuant to the Supplementary GSA

- i. Saptashva granted to the Creditors a security interest in its real and personal property and assets, including after acquired property, as security for the due and timely payment and performance of Saptashva’s obligations to the Creditors;
- ii. Saptashva shall be in default in the event that, among others:
 1. Saptashva defaults in payment of any indebtedness to the Creditors; or
 2. The Creditors in good faith believe and have commercially reasonable grounds to believe that the prospect of payment or performance of the obligations are or are about to be impaired; and
- iii. Upon the occurrence of an event of default the Creditors immediately have the right to enforce the security.

(l) 119 Co registered its security interest pursuant to the *Personal Property Security Act* (the “PPSA”) on March 14, 2014;

- (m) The Debtor defaulted on its obligations pursuant to the Loan Agreement, GSA, Supplementary Loan Agreement, Supplementary GSA, and Personal Guarantee;
- (n) As of December 31, 2020, the Debtor owed \$1,429,760.96 to the Creditors;
- (o) The Debtor has not made any payments to the Creditors;
- (p) In 2017 an action was commenced by the Creditors against the Debtor claiming various damages (the "2017 Action");
- (q) On June 6, 2019, the Debtor made a payment in the amount of \$50,000 to a third-party, 2040517 Ontario Inc. ("204"), who claims the monies were owed to it by the Debtor.
- (r) On November 25, 2019, 204 issued its own Notice of Application. However, its Notice of Application was abandoned.
- (s) The Creditors have become aware that the Debtor has been transferring large sums of money to third parties, including other corporations, owned by Saptashva's principal, Harshal Gunde and the spouse of Harshal Gunde.
- (t) The Creditors in good faith believe and have commercially reasonable grounds to believe that the prospect of payment or performance of obligations owed to the Creditors is or is about to be impaired.
- (u) On May 2, 2017, the Creditors made demand for payment and provided Notice of Intention to Enforce ("NITES") pursuant to the *Bankruptcy and Insolvency Act* to the Debtor;
- (v) Despite the demand and the NITES the Debtor has failed to repay the outstanding amount;
- (w) The Creditors have provided the Debtor with more than sufficient time to repay the amount owed to the Creditors;
- (x) The Debtor has been unable or unwilling to fulfil its obligations to the Creditors;

- (y) In light of the nature of the Debtor's business and the payments to third-parties it is just and equitable for a receiver to be appointed;
- (z) The appointment of a receiver is provided for in the GSA and Supplementary GSA;
- (aa) Ira Smith Trustee & Receiver Inc. is a licenced trustee and has consented to act as receiver in this matter;
- (bb) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1987, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (cc) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02 and 38 of the *Rules of Civil Procedure*;
- (dd) Such further and other grounds as the lawyers may advise.

3. The following documentary evidence will be used at the hearing of the application:

- (a) The Affidavit of Gulu Thadani sworn December 28, 2020; and,
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Where the notice of application is to be served outside Ontario without a court order, state the facts and the specific provisions of Rule 17 relied on in support of such service.)

January 27, 2021
(Date of issue)

Larry Levine Professional Corporation

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1274442 Ontario Inc.,
and Gulu Thadani

1199403 ONTARIO INC., 1274442 ONTARIO INC., and GULU
THADANI
Applicants

-and- SAPTASHVA SOLAR S.A.

Respondent

Court File No. CV-21-00655706-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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Lawyers for the Applicants
1199403 Ontario Inc.,
1274442 Ontario Inc.,
and Gulu Thadani

COURT FILE NO.:

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the
Courts of Justice Act and Section 243 of the *Bankruptcy and Insolvency Act*

THE HONOURABLE JUSTICE) _____, THIS ____ DAY OF
)
) _____, 2021

BETWEEN:

Applicants

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
and GULU THADANI

-and-

SAPTASHVA SOLAR S.A.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. 8-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43. AS AMENDED

ORDER

THIS APPLICATION, made by Applicants, for an Order, *inter alia*, pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. 0.43, as amended (the “**CJA**”), appointing Ira Smith Trustee & Receiver Inc. as receiver (in such capacity, the “**Receiver**”), without security, to exercise the powers and duties as specifically set out in this Order with respect to the assets, undertakings and properties of Saptashva Solar S.A. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor was heard this day by way of video-conference as a result of the Covid-19 Pandemic.

ON READING the affidavit of Gulu Thadani sworn December 28, 2020 (the “**Thadani Affidavit**”) and the Exhibits thereto and on hearing the submissions of counsel for the Applicants and all other parties listed on the counsel slip and on reading consent of Ira Smith Trustee & Receiver Inc. to act as the Receiver;

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the notice of application and the application record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the *CJA* that Ira Smith Trustee & Receiver Inc is hereby appointed Receiver, without security, to exercise the powers and duties as specifically set out in this Order with respect to the assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor, or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, and to exercise all remedies of the Debtor, in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the

ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and,
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor, may have; and,
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that: (i) the Debtor; (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall, deliver all such Property to the Receiver upon the Receiver’s request each as required in the discharge of the duties of the Receiver.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, each as required in the discharge of the duties of the Receiver, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer

or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR, OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor, or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor, or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or

affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Debtor, to carry on any business which the Debtor, is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor, from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor, or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver, shall be entitled to the continued use of the Receiver, current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with normal payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms

of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor, shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* and any other applicable privacy legislation, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall

exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges subject to taxation by the Court, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or

desirable, provided that the outstanding principal amount does not exceed \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, making advances to the Debtor to fund its operations. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the “Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/> shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ‘<@>’.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor, creditors or other interested parties at their respective addresses as shown on the records of the Debtor, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicants' security or, if not so provided by the Applicants' security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this

Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
and GULU THADANI
Applicants

-and- SAPTASHVA SOLAR S.A.
Respondent

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

ORDER

LARRY J. LEVINE, QC
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LSUC 12987B

Lawyers for the Applicants
1199403 Ontario Inc.,
1274442 Ontario Inc.,
and Gulu Thadani

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

Applicants

1199403 ONTARIO INC., 1274442 ONTARIO INC., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A.

Respondent

AFFIDAVIT OF GULU THADANI

I, Gulu Thadani, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY:

1. I am an Applicant in this Action, and, as such, have knowledge of the matters contained in this affidavit. Where my knowledge is based on information and belief, I have so stated the basis of such information and I believe that information to be true.
2. I swear this affidavit in support of the application of 119403 Ontario Inc., 127442 Ontario Inc., and me Gulu Thadani, (individually “**119 Co**”, “**127 Co**”, and “**Gulu**” and together, the “**Lenders**”) to appoint a receiver over the properties, assets and undertakings of the Respondent, Saptashva Solar S.A. (“**Saptashva**” or the “**Debtor**”)
3. 119 Co is an Ontario corporation conducting business in the province of Ontario. I am the President, director, and principle shareholder of this corporation.
4. 127 Co is an Ontario corporation conducting business in the province of Ontario. I am the President, director, and principle shareholder of this corporation.

5. Saptashva is a Spanish corporation (société anonyme) that is extra-provincially registered in the Province of Ontario with offices in Madrid, Spain and Concord, Ontario.

The Secured Assets, Solar Projects

6. Saptashva owns and operates nine solar projects (together the “**Solar Projects**”) along with their corresponding revenue generating Feed In Tariff Contracts (together the “**FIT Contracts**”). The Solar Projects are located at the following addresses:

- a. the 60 kW solar project at 40 Tuxedo Court, Toronto, Ontario (F-001698-SPV-130-502; FIT-FR4951V);
- b. the 50 kW solar project at 42 Tuxedo Court, Toronto, Ontario (F-001700-SPV-130-502, FIT-FEMUZ1B);
- c. Saptashva is the owner of the solar projects and 103 Co is the owner of the real estate and structures of:
 - d. the 21 kW solar project at 1445 Kingston Road, Toronto (F-001691-SPV-130-502, FIT-F9ND3MI);
 - e. the 21 kW solar project at 1449 Kingston Road, Toronto (F-001692-SPV-130-502, FIT-F3GNE08);
 - f. the 26 kW solar project at 1457 Kingston Road, Toronto (F-001693-SPV-130-502, FIT-F9MVKXX);
 - g. the 18 kW solar project at 1463 Kingston Road, Toronto (F-001694-SPV-130-502, FIT-FF0Z020);
 - h. the 26 kW solar project at 1469 Kingston Road, Toronto (F-001695-SPV-130-502, FIT-FLQLLQJ);
 - i. the 18 kW solar project at 1475 Kingston Road, Toronto (F-001696-SPV-130-502, FIT-FL8B6T7); and,

- j. the 26 kW solar project at 1481 Kingston Road, Toronto (F-001684-SPV-130-502, FIT-FN7L15H).
7. The Solar Projects consist of solar panels mounted on residential apartment buildings.
 8. The FIT Contracts were created by the government of Ontario as part of its Feed-In Tariff program to encourage and promote greater use of renewable energy sources for electricity generating projects in Ontario. The goal of the program was to connect renewable energy sources to Ontario's power grid. In exchange, Ontario would buy power at generous rates. The FIT Contracts are what enable the Solar Projects to generate revenue and are administered by the Independent Electricity System Operator (the "IESO").

Loans to the Debtor

9. On September 23, 2014, the parties entered into the following agreements
 - a. the parties entered into a loan agreement (the "**First Loan Agreement**"). Hereto annexed and marked as **Exhibit "A"**, is a true copy of the First Loan Agreement.
 - b. the parties entered into a General Security Agreement (the "**First GSA**"). Hereto annexed and marked as **Exhibit "B"**, is a true copy of the First GSA.
10. On June 15, 2015, the parties entered into the following agreements
 - a. the parties entered into a Supplementary loan agreement (the "**Supplementary Loan Agreement**"). Hereto annexed and marked as **Exhibit "C"**, is a true copy of the Supplementary Loan Agreement.
 - b. the parties entered into a General Security Agreement (the "**Supplementary GSA**"). Hereto annexed and marked as **Exhibit "D"**, is a true copy of the First GSA.
11. The First Loan Agreement provides as follows:
 - a. The Lenders would lend \$450,000 to the Debtor and the Debtor agreed that it was indebted to the Lenders in the amount of \$450,000 (the "**First Loan**"). The First Loan bore interest at the Prime

Rate of the Royal Bank of Canada plus Nine Percent. In the event of Default, the interest rate was to be increased to the Prime Rate of the Royal Bank of Canada plus fifteen percent;

- b. The entire principal and interest were due on September 23, 2016 (the “**First Maturity Date**”);
- c. As security for the repayment of the First Loan and any other obligations owed to the Lenders, the Debtor agreed to grant the Lenders a security interest over all of the Debtor’s present and future property, assets and undertakings;
- d. The Debtor would be in default under the First Loan Agreement if, among other events, the Debtor failed to comply with any of the provisions of the First Loan Agreement; and,
- e. Upon the occurrence of an event of default, the Lenders would be entitled to require immediate repayment of the balance of the First Loan and to realize on the security granted to the Lenders.

12. The Supplementary Loan Agreement provides as follows:

- a. The Lenders would lend \$67,037.04 to the Debtor and the Debtor agreed that it was indebted to the Lenders in the amount of \$67,037.04 (the “**Supplementary Loan**”). The Supplementary Loan bore interest at the Prime Rate of the Royal Bank of Canada plus Nine Percent. In the event of Default, the interest rate was to be increased to the Prime Rate of the Royal Bank of Canada plus fifteen percent;
- b. The entire principal and interest were due on September 30, 2016, (the “**Second Maturity Date**”);
- c. As security for the repayment of the Supplementary Loan and any other obligations owed to the Lenders, the Debtor agreed to grant the Lenders a security interest over all of the Debtor’s present and future property, assets and undertakings;
- d. The Debtor would be in default under the Supplementary Loan Agreement if, among other events, the Debtor failed to comply with any of the provisions of the Supplementary Loan Agreement; and,

- e. Upon the occurrence of an event of default, the Lenders would be entitled to require immediate repayment of the balance of the Supplementary Loan and to realize on the security granted to the Lenders.
13. The purpose of the First Loan and the Second Loan (together the “**Loans**”) was to provide financing for the construction of several solar projects.
14. The First GSA and the Supplementary GSA (together the “**GSAs**”) provide as follows:
- a. As continuing security for the due and timely payment and performance by the Debtor, the Debtor granted to the Lenders a general and continuing security interest in the Collateral (as broadly defined in the GSAs to include all of the Debtor’s real and personal property and assets, including after-acquired property, and including the Debtor’s rights pursuant to the FIT Contracts;
 - b. The Debtor shall be in default under the GSAs in the event that, among others:
 - i. the Debtor defaults in payment of any indebtedness to the Lender; or,
 - ii. the Lenders in good faith believes that the prospect of payment or performance of any of the Obligations is impaired.
 - c. Upon the occurrence of an event of default the security interest granted to the Lenders shall immediately become enforceable and the Lenders may immediately commence legal action to enforce payment of the obligations owed to the Lenders, take possession of the Collateral (as defined in the GSAs) or appoint a receiver to carry on the Debtor’s business or otherwise enforce the security granted to the Lenders; and,
 - d. The Debtor agrees to indemnify and reimburse the Lenders for all expenses incurred by the Lenders with respect to exercising their rights and remedies under the GSAs.
15. 119 Co registered notice of security interest granted to it pursuant to the First GSA, pursuant to the *Personal Property Security Act* (the “**PPSA**”) on March 14, 2014, as registration number 20140314 1408

1862 7379 for a period of five years against the collateral descriptions “Inventory”, “Equipment”, “Accounts”, and “Other”. Hereto annexed and marked as **Exhibit “E”**, is a true copy of the Certified PPSA search with respect to the Debtor.

Default and Demand

16. The Debtor defaulted on its obligations pursuant to the First Loan Agreement, the Supplementary Loan Agreement (together the “**Loan Agreements**”), and the GSAs in that it failed to make payments due to the Lenders. The Debtor failed to pay the full outstanding amount, with interest, as required pursuant to the terms of the Loan Agreements.
17. As of December 31, 2020, the Debtor owed \$1,429,760.96 to the Lenders.
18. The Debtor has not made any payments towards the First Loan or Supplementary Loan.
19. On May 2, 2017, the Lenders, through their lawyers, made demand for payment (the “**Demand Letter**”) and provided Notices of Intention to Enforce a Security (the “**NITES**”) pursuant to the *Bankruptcy and Insolvency Act* to the Debtor. Hereto annexed and marked as **Exhibit “F”** and “**G**” respectfully, is a true copy of the Demand Letter and the NITES.
20. The Debtor failed to repay the outstanding amount despite the Demand Letter and NITES.
21. On June 17, 2017, the Lenders took possession of the Solar Projects and FIT Contracts. However, the Lenders have been unable to direct the revenue from the FIT Contracts without assistance from the Court. Hereto annexed and marked as **Exhibit “H”**, is a true copy of the letter dated June 17, 2017, informing Saptashva that the Lenders have taken possession.

Value of the Assets

22. The current value of the Solar Projects and FIT Contracts is unknown, as the Debtor has not provided any documentation to substantiate the current value. However, I am able to estimate, based on other similar solar projects, that the Solar Projects generate approximately \$100,000 per year, declining each year, and

have a remaining lifespan of 15 year. It is my understanding that the Solar Projects and FIT Contracts had an initial lifespan of 20 years.

Relevant Litigation History

23. On July 19, 2017, a Statement of Claim was issued (the “**Statement of Claim**”). Attached to my affidavit and marked as **Exhibit “I”**, is a true copy of the Statement of Claim.
24. On August 21, 2017, a partial summary Judgment (the “**Summary Judgement**”) was obtained against the director and officer of Saptashva, Harshal Gunde (“**Mr. Gunde**”), in relation to the First Loan, which Mr. Gunde had personally guaranteed. Attached to my affidavit and marked as **Exhibit “J”**, is a true copy of the Summary Judgement. To date, no monies have been collected on the Summary Judgement.
25. Between December 3, 2018, and March 10, 2020, there have been numerous court attendances and motions, in relation to the Summary Judgement, including a motion for contempt against Mr. Gunde. The most recent motion was scheduled to be heard in June of 2020. However, it was indefinitely postponed due to the Global Pandemic. This motion was in relation to the enforcement of the Summary Judgement against Mr. Gunde personally and his effort to set it aside. Attached to my affidavit and marked as **Exhibits “KA” to “KK”**, are the Orders and Endorsements that were issued.

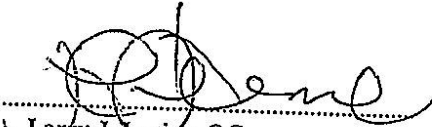
Third-Party Abandoned Receivership Application

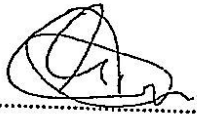
26. On or about December 4, 2019, I learned that a third-party lender, 2040517 Ontario Inc., (the “**Third-Party Lender**”), who registered a security interest pursuant to the PPSA on October 8, 2014, subsequent to the PPSA registration of the Lenders, were commencing a receivership application in relation to the debts owed to them by the Debtor. The Third-Party Lender also has a registered security interest under a Secured Lender Consent Agreement.
27. It is my understanding that the Third-Party Lender has made a deal with the Debtor and has abandoned its receivership application, CV-19-00631614-00CL. Hereto annexed and marked as **Exhibit “L”**, is a true copy of the letter sent by the Lenders’ lawyer to the lawyer of the said Third-Party Lender dated February 13, 2020.

Appointment of Receiver

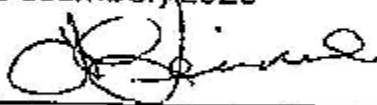
- 28. More than sufficient time to repay the amount owed to the Lenders has been provided to the Debtor. The Debtor has been unable or unwilling to fulfill its obligations to the Lenders.
- 29. I verily believe that, in light of the nature of the Solar Projects, the depletion of assets, and the unknown agreements with the Third-Party Lender, it is just and equitable for a receiver to be appointed.
- 30. The appointment of a receiver is provided for in the GSAs.
- 31. The Lenders propose that Ira Smith Trustee & Receiver Inc. be appointed as receiver of the Debtors.
- 32. Ira Smith Trustee & Receiver Inc. has consented to act as receiver in this matter.

Sworn before me at the City of Toronto in the Province of Ontario, on December 23rd, 2020


.....
Larry J. Levine, QC
Commissioner for Taking Affidavits
(or as may be)


.....
(Signature of deponent)

This is Exhibit **A** referred to in the affidavit
of Gulu Thadani Sworn before me, this
18th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

LOAN AGREEMENT

THIS LOAN AGREEMENT is made as of the 23rd day of September, 2014

BETWEEN:

1274442 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario ("**127Co**"); **1199403 ONTARIO INC.**, a corporation incorporated under the laws of the Province of Ontario ("**119Co**"); and **GULU THADANI**, the president of 127Co and 119Co, and a resident of the City of Toronto, in the Province of Ontario ("**Gulu**")

(collectively, the "**Lender**")

- and -

SAPTASHVA SOLAR, S.A., a corporation incorporated under the laws of Spain and extra-provincially registered in the Province of Ontario;

(the "**Borrower**")

WHEREAS Saptashva undertook the development of numerous solar project awarded by the Ontario Power Authority, including a particular solar project (the "**Solar Project**") situated at 31-35 St. Dennis Drive, Toronto (the "**Property**"), which was facilitated by way of a roof top lease agreement with 119Co (the "**Rooftop Lease**");

AND WHEREAS Saptashva sought to sell the Solar Project to 119Co pursuant to an asset purchase agreement, which was contingent upon the completion and full transference of the Solar Project (the "**Purchase Agreement**");

AND WHEREAS due to the rules and regulations of the Ontario Power Authority, the Solar Project could not be transferred and has not been transferred, such that Saptashva continued to be responsible for the Solar Project, with the Rooftop Lease remaining in effect, together with an the equipment lease agreement and such other legal arrangements pertaining to the control and responsibilities associated with the Solar Project (collectively, the "**Saptashva Agreements**");

AND WHEREAS due to a wind-related incident that transpired at the Property in January of 2014 (the "**Incident**"), which would appear to be associated in part with the engineering undertaken on the Solar Project, part of the Solar Project was irreparably damaged while still in the legal control and responsibility of Saptashva;

AND WHEREAS Saptashva has sought to have 119Co advance certain funds to continue the advancement and completion of the Solar Project, as is further set forth in this Loan Agreement;

AND WHEREAS 119Co has agreed to Saptashva aforementioned requests upon the terms and subject to the conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definition. In this Loan Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings set out below, respectively:

- (a) "Advance" means the advance of the Loan.
- (b) "Business Day" means a day other than a Saturday, Sunday or public holiday and on which banks are open for business in Toronto, Ontario.
- (c) "Lender's Solicitor" means Neufeld Legal Professional Corporation;
- (d) "Loan" has the meaning ascribed thereto in Section 2.1 below;
- (e) "Loan Documents" means this Loan Agreement, the Security Agreements and any other documents to be executed and/or delivered to the Lender by the Borrower or its counsel;
- (f) "Kingston Road Projects" means collectively (i) the 21 kW solar project at 1445 Kingston Road, Toronto (F-001691-SPV-130-502, FIT-F9ND3MI); (ii) the 21 kW solar project at 1449 Kingston Road, Toronto (F-001692-SPV-130-502, FIT-F3GNE08); (iii) the 26 kW solar project at 1457 Kingston Road, Toronto (F-001693-SPV-130-502, FIT-F9MVKXX); (iv) the 18 kW solar project at 1463 Kingston Road, Toronto (F-001694-SPV-130-502, FIT-PF0Z020); (v) the 26 kW solar project at 1469 Kingston Road, Toronto (F-001695-SPV-130-502, FIT-FLQLLQJ); (vi) the 18 kW solar project at 1475 Kingston Road, Toronto (F-001696-SPV-130-502, FIT-FL8B6T7); and (vii) the 26 kW solar project at 1481 Kingston Road, Toronto (F-001684-SPV-130-502, FIT-FN7L15H);
- (g) "Obligations" means those obligations arising from these Loan Documents, as well as any obligations owing from the Borrower to any of 119Co, 127Co and/or Gulu pursuant to any current legal agreement;
- (h) "Security Agreements" has the meaning ascribed thereto in Section 2.4 below;
- (i) "Tuxedo No. 1 Project" means the 160 kW solar project at 20 Tuxedo Court, Toronto (F-001697-SPV-130-502, FIT-FLDP3PT); and
- (j) "Tuxedo No. 2 Projects" means collectively (i) the 60 kW solar project at 40 Tuxedo Court, Toronto (F-001698-SPV-130-502, FIT-FR4951V); and (ii) the 50 kW solar project at 42 Tuxedo Court, Toronto (F-001700-SPV-130-502, FIT-FEMUZ1B).

1.2 Headings, etc. The division of this Loan Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Loan Agreement.

1.3 Number and Gender. In this Loan Agreement words importing the singular number only shall include the plural and vice versa, words importing a specific gender shall include the other genders, and references to persons shall include individuals, partnerships, trusts, associations, unincorporated organizations and corporations.

1.4 Currency. All dollar amounts referred to in this Loan Agreement are in Canadian funds.

ARTICLE 2 - LOAN

2.1 Loan. The Lender has agreed to advance the sum of Four Hundred and Fifty Thousand Dollars (\$450,000.00) (the "**Loan**") by way of loan to the Borrower upon and subject to the terms and conditions contained in this Loan Agreement. The schedule for the advancement of said loan shall be as follows:

- (i) Two Hundred Thousand Dollars (\$200,000.00) shall be advanced to the Borrower upon execution of this Loan Agreement and all ancillary agreements contemplated to be signed concurrently with this Loan Agreement, as hereinafter set forth;
- (ii) Two Hundred Thousand Dollars (\$200,000.00) upon full completion of the Solar Project, including achieving connectivity into the requisite electrical grid(s), as confirmed by the Lender's independent engineering consultant(s), acting reasonably, of which One Hundred and Fifty Thousand Dollars (\$150,000.00) shall be payable directly to Cecil Kalyn and Fifty Thousand Dollars (\$50,000.00) shall be advanced to the Borrower; and
- (iii) Fifty Thousand Dollars (\$50,000.00) shall be advanced to the Borrower upon the Borrower providing confirmation that the transference of the Solar Project has been undertaken to 119Co, as confirmed by the Lender's Solicitor, acting reasonably, with 119Co having the positive obligation to have undertaken all necessary insurance requirements to facilitate said transference.

2.2 Repayment of Loan. The principal amount of the Loan together with accrued interest as set forth in Section 2.3 shall be on the second anniversary of this Agreement, being September 23rd, 2016.

2.3 Interest. The Loan shall bear interest at the rate of the Prime Rate of interest of the Royal Bank of Canada plus Nine Percent (9%), calculated on a daily compounded basis from the date of the advancement of funds on the Loan. Upon the occurrence of an Event of Default, as such term is defined hereafter, the interest rate shall be increased to the rate of the Prime Rate of interest of the Royal Bank of Canada plus Fifteen Percent (15%), calculated on a daily compounded basis from the date of the occurrence of the Event of Default.

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2.4 Security. Payment of the Loan will be secured by way of (i) a general security agreement against all Canadian properties and interests of the Borrower; (ii) postponement agreements from all creditors of the Borrower in relation to the Project, such that 119Co will be in first position in relation to the Property; and (iii) a transference agreement in relation to Kingston Road Projects, such that said projects will be transferred to the Lender in partial satisfaction of the Loan in the Event of Default and at no additional cost to the Lender (collectively, the “**Security Agreements**”).

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender as follows, and acknowledges and confirms that the Lender is relying on such representations and warranties in connection with the Loan:

3.1 Corporate Status. The Borrower was incorporated under the laws of Spain and has the requisite authority to engage in business in the Province of Ontario and has not been dissolved.

3.2 Corporate Power. The Borrower has all requisite corporate power and capacity to own or lease its property, to carry on its business, to enter into each of the Loan Documents and to complete the transaction provided for herein.

3.3 Corporate Authorization. The execution and delivery of each of the Loan Documents by the Borrower and the completion of the transaction provided for herein have been duly authorized by all necessary corporate action and proceedings of the Borrower.

3.4 No Contravention. The execution and delivery of the Loan Documents and the performance by the Borrower of its obligations thereunder will not result in the violation of any indenture or other agreement, written or oral, to which the Borrower is a party or by which it is bound.

3.5 Enforceability. This Loan Agreement and the other Loan Documents have been duly executed and delivered by the Borrower and constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, subject only to any limitation under applicable laws relating to bankruptcy, insolvency, arrangement or creditors’ rights generally, and the discretion that a court may exercise in the granting of equitable remedies.

3.6 Title of Assets. The property and assets (“other than leased assets”) of the Borrower are beneficially owned by it, including but not limited to the Project, Tuxedo No. 1 Project, Tuxedo No. 2 Project and Kingston Road Projects, with good and marketable title thereto, free and clear of any mortgages, charges, pledges, assignments, liens, security interests or encumbrances whatsoever other than those that have been specifically detailed in writing to the Lender and the Lender’s Solicitor at the time of executing this Loan Agreement, those being the only permitted encumbrances.

ARTICLE 4 - COVENANTS



So long as the Loan or any part thereof remains outstanding, the Borrower covenants and agrees with the Lender as follows:

4.1 Existence. The Borrower will preserve and maintain its existence and its power and capacity to own or lease its property and assets and carry on its business.

4.2 Conduct of Business. The Borrower shall do or cause to be done all things necessary or desirable to maintain its existence, to maintain its power and capacity to own its properties and assets, and to carry on its business in a commercially reasonable manner in accordance with normal industry standards.

4.3 Punctual Payment. The Borrower shall pay or cause to be paid all Obligations falling due hereunder on the dates and in the manner specified herein.

4.4 Compliance with Applicable Law and Contracts. The Borrower shall comply in all material respects with the requirements of all Applicable Law, and all obligations which, if contravened, could give rise to a Lien over any of the Borrower's assets, and all contracts to which it is bound, non-compliance with which would, singly or in the aggregate, have a material adverse effect upon its business or upon the ability of the Borrower to perform its obligations under any Loan Document to which it is a party.

ARTICLE 5 - CONDITIONS PRECEDENT

5.1 Conditions of Advance. The obligations of the Lender to make available the Advance to the Borrower are subject to compliance, with each of the following conditions precedent, which conditions precedent are for the sole and exclusive benefit of the Lender and may be waived in writing by the Lender in its sole discretion:

- (a) the representations and warranties set out in Article 5 shall be true and correct on the date of the Advance as if made on and as of such date;
- (b) the Borrower shall have delivered the Loan Documents to the Lender;
- (c) the Lender shall have received an opinion of the Borrower's counsel that the Loan Documents have been duly executed and delivered and are enforceable against the Borrower in accordance with their terms;
- (d) the Lender shall have received a certificate of insurance from the Borrower's insurer showing the Lender as just loss payee; and
- (e) evidence of PPSA registration in Ontario against the Borrower in respect of the General Security Agreement.

5.2 Additional Conditions. The Lender and the Borrower covenant and agree to the following additional terms and conditions in relation to the Loan as contemplated by this Loan Agreement:

(a) the repayment shall include the additional Fifty Thousand Dollars (\$50,000.00) in damages shown in the insurance claim for all the damages to the building and the delay in closing related costs arising from the Incident;

(b) the lease agreement for the Kingston Road Projects shall be amended and restated such that annual rent shall be Twelve Thousand Dollars (\$12,000.00) per year, increasing by Two Percent (2%) per annum, until it reaches Sixteen Thousand Dollars (\$16,000.00) per year and then shall remain at Sixteen Thousand Dollars (\$16,000.00) per year until the end of the initial Twenty (20) year lease period;

(c) the lease agreement for the Tuxedo No. 2 Projects shall be amended and restated such that annual rent shall be the greater of Eight Percent (8%) of the annual revenue from solar operations or Seven Thousand Dollars (\$7,000.00) per year;

(d) the lease agreement for the Kingston Road Projects shall be amended and restated such that the non-disturbance arrangement at the Kingston Road Projects will be a maximum of One (1) year for any reconstruction or redevelopment reasons within the Twenty (20) year initial lease term and that can take place only after Four (4) years from December 2014 on the Kingston Road Project, such that Gulu shall sign a guarantee that if there is more than a One (1) year delay than Gulu or his transferee(s)/assignee(s) will bear the revenue loss and pay the Borrower (and in turn its bankers) for such revenue losses beyond the first year. The dismantling and reinstallation will be performed at the Borrower's exclusive cost, with the new design and installation of the panels will be based on new roof construction and as required by the owner of the buildings;

(e) if and when either the Kingston Road Projects and/or the Tuxedo No. 2 Projects are being sold by the Borrower during the lease period, the Lender will have the first right of refusal for purchase said projects;

(f) the sale of either the Kingston Road Projects or the Tuxedo No. 2 Projects by the Borrower shall require as a pre-condition the payment in full of all amounts due under this Loan Agreement, unless otherwise agreed to by Gulu in writing;

(g) the water and snow drainage solutions for Kingston Road Projects' roofs will be installed as per the roofing company's recommendations;

(h) as previously agreed to, the Borrower shall be responsible for all legal fees accrued by the Lender in dealing with the legal and financing arrangements of its various solar projects and dealing with the repercussions of the Incident, and such other associated legal work, which through to September 16, 2014, represents Twenty-Seven Thousand Six Hundred and Thirty Dollars (\$27,630.00) owing to the Lender's Solicitor, with arrangements to commence payment thereof being immediately undertaken of not less than One Thousand Five Hundred Dollars (\$1,500.00) per month, with the full outstanding amount, including all accrued legal fees henceforth, being payable on or before the final payment of the Loan;

(i) the Borrower undertakes to complete all legal documentation in furtherance of this proposal, providing all confirmations , approvals and authentications as might be sought by

the Lender and the Lender's Solicitor, and providing all appropriate securitization and modifications to securitization as might be sought by the Lender and the Lender's Solicitor; and

(j) the Borrower shall promptly provide the Lender and the Lender's Solicitor with complete copies of all materials related to the all the solar projects, the Incident and the dealings with the insurance company thereon, including all communications related thereto.

ARTICLE 6 - EVENTS OF DEFAULT

6.1 Events of Default. The occurrence of any of the following events shall constitute an Event of Default.

(a) default by the Borrower, in payment of money to the Lender unless such default is remedied within 5 Business Days of such default;

(b) default by the Borrower in the performance or observance of any covenant, condition or obligation contained in any Loan Document to which it is a party that does not require the payment of money to the Lender unless such default is remedied within 15 Business Days after notice thereof by the Lender to the Borrower;

(c) default by the Borrower in the performance or observance of any covenant, condition or obligation contained in any agreement between the Borrower and any person, where such default gives rise to a right to enforce security against the Borrower and such security is being enforced;

(d) the Borrower takes any action or commences any proceedings or any action or proceeding is taken or commenced by another person or persons against the Borrower in respect of the liquidation or dissolution of the Borrower and same is not contested in good faith by the Borrower;

(e) the Borrower commits or threatens to commit any act of bankruptcy pursuant to or set out under the provisions of the Bankruptcy and Insolvency Act;

(f) the filing of a petition for a receiving order against the Borrower pursuant to the provisions of the Bankruptcy and Insolvency Act and the same is not contested in good faith by the Borrower;

(g) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrower or a distress or analogous action or proceeding being taken, commenced or issued against the Borrower;

(h) a receiver, receiver and manager, agent liquidator or other similar administrator being appointed in respect of the assets of the Borrower or any part thereof or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting

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similar rights of possession of the assets of the Borrower or any part thereof and the same is not contested in good faith by the Borrower.

6.2 Remedies Upon Default. Upon the occurrence of any event of Default, the Lender may undertake any and all of the following:

- (a) declare the entire principle amount and interest to be immediately due and payable;
- (b) effect the transference of the Kingston Road Projects as contemplated by the transference agreement of the Security Agreements;
- (b) realize upon all or part of the Security; and
- (c) take such actions and commence such proceedings as may be permitted at law or in equity (whether or not provided for herein or any of the Security Agreements) at such times and in such manner as Lender in its sole discretion may consider expedient.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Reliance and Non-Merger. All covenants, agreements, representations and warranties of the Borrower made herein or in another Loan Document or any other legal agreement between the Borrower and any of 119Co, 127Co and/or Gulu are material, shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or any employee or other representative of the Lender and shall survive the execution and delivery of this Loan Agreement and the other Loan Documents until the Borrower shall have satisfied and performed all of the Obligations.

7.2 Notices. Any notice or other communication to be given hereunder to any of the parties hereto shall be in writing and may be given by delivery, or sent by facsimile or other similar means of electronic communication, or if postal services and deliveries are then operating, mailed by registered mail to such party at its address set out below or at such other address as such party may have designated by notice so given to the other parties hereto.

- (a) in the case of a Notice to the Borrower at:

Saptashva Solar, S.A.
 99 Prairie Dunes Place
 Concord, Ontario L4K 2E4
 Email: harshal.gunde@enviroen.com
 Attention: Harshal Gunde

- (b) in the case of a Notice to the Lender at:

1274442 Ontario Inc.
 20 Tuxedo Court
 Toronto, ON M1G 3S5
 Fax: 416-222-4424

(9)

Attention: Gulu Thadani

Any notice or other communication shall be deemed to have been given, if delivered, on the date of delivery, or if sent by facsimile or other similar means of electronic communication, on the Business Day next following the date of sending, or if mailed by registered mail as aforesaid, on the third Business Day following the date of the mailing if postal service and deliveries are then operating.

7.3 Proper Law. This Loan Agreement shall be construed in accordance with and governed in all respects by the laws of the Province of Ontario.

7.4 Successors and Assigns. This Loan Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


7.5 Further Assurances. Whether before or after the happening of an Event of Default, the Borrower shall at its own expense do, make execute or deliver, or cause to be done, made executed or delivered by other Persons, all such further acts, documents and things in connection with the Loan and the Loan Documents as the Lender may reasonably require from time to time for the purpose of giving effect to the Loan Document including, without limitation, for the purpose of facilitating the enforcement of the Security, all immediately upon the request of Lender.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.


7.7 Legal Representation. In negotiating and executing this Loan Agreement, as with all prior agreements between the parties, the Borrower acknowledges having had adequate opportunity to obtain independent legal advice prior to executing all such legal agreements, as Lender's Solicitor is solely representing the Lender in all matters related to this Loan Agreement and all related matters, and not the Borrower or its representatives.

IN WITNESS WHEREOF the parties hereto have executed this Loan Agreement.

SAPTASHVA SOLAR, S.A.

Per: 
Name: HARSHAL GUNOE
Title: President (DIRECTOR)
(I have the authority to bind the corporation)

1274442 ONTARIO INC.

Per: 
Name: Gulu Thadani
Title: President
(I have the authority to bind the corporation)

(10)

1199403 ONTARIO INC.

Per:  _____

Name: Gulu Thadani

Title: President

(I have the authority to bind the corporation)

 _____

GULU THADANI

This is Exhibit **B** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

GENERAL SECURITY AGREEMENT

Date: September 23rd, 2014

1. Secured Interest in Collateral - SAPTASHVA SOLAR, S.A. (the "Debtor") for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to 1274442 ONTARIO INC., 1199403 ONTARIO INC., and GULU THADANI (the "Secured Party") as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in the present and future undertaking, property and assets of the Debtor, including, without limitation, such property and rights, including property and rights situated at (i) the 21 kW solar project at 1445 Kingston Road, Toronto (F-001691-SPV-130-502, FIT-F9ND3MI); (ii) the 21 kW solar project at 1449 Kingston Road, Toronto (F-001692-SPV-130-502, FIT-F3GNE08); (iii) the 26 kW solar project at 1457 Kingston Road, Toronto (F-001693-SPV-130-502, FIT-F9MVKXX); (iv) the 18 kW solar project at 1463 Kingston Road, Toronto (F-001694-SPV-130-502, FIT-FF0Z020); (v) the 26 kW solar project at 1469 Kingston Road, Toronto (F-001695-SPV-130-502, FIT-FLQLLQJ); (vi) the 18 kW solar project at 1475 Kingston Road, Toronto (F-001696-SPV-130-502, FIT-FL8B6T7); (vii) the 26 kW solar project at 1481 Kingston Road, Toronto (F-001684-SPV-130-502, FIT-FN7L15H); (viii) the 60 kW solar project at 40 Tuxedo Court, Toronto (F-001698-SPV-130-502, FIT-FR4951V); and (ix) the 50 kW solar project at 42 Tuxedo Court, Toronto (F-001700-SPV-130-502, FIT-FEMUZ1B) (collectively, the "Collateral"), including but not limited to:

(a) all goods now or hereafter comprising part of the inventory of the Debtor, including, but not limited to, goods now or hereafter held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession, or finished goods;

(b) all goods now or hereafter used or intended to be used in any business of the Debtor (and which are not inventory) including, but not limited to, fixtures, equipment, machinery, vehicles and other tangible personal property;

(c) all debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor, and all claims of any kind which the Debtor now has or may hereafter have, including, but not limited to, claims against the Crown and claims under insurance policies;

(d) all chattel paper now or hereafter owned by the Debtor;

(e) all warehouse receipts, bills of lading and other documents of title, whether negotiable or non-negotiable, now or hereafter owned by the Debtor;

(f) with respect to the personal property described in sub-paragraphs (c), (d) and (e), all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(g) all goodwill, patents, trade marks, copyrights and other industrial property and all other intangibles now or hereafter owned by the Debtor;

(i) with respect to the personal property described in sub-paragraphs (a) to (g) inclusive, all substitutions and replacements thereof, increases, additions and accessions thereto and any interest of the Debtor therein; and

(j) with respect to the personal property described in sub-paragraphs (a) to (h) inclusive, personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for such property destroyed or damaged.

In this paragraph, the words "goods", "inventory", "equipment", "chattel paper", "document of title", "instrument", "securities", "intangible" and "accessions" shall have the same meanings as their defined meanings in the Personal Property Security Act, 1989, of Ontario, including all amendments thereto, (the "PPSA"). In this Agreement, any reference to "Collateral" shall, unless the context otherwise requires, refer to "Collateral or any part thereof". In this Agreement, "Collateral" shall include the proceeds thereof.

2. Obligations Secured

The fixed and specific mortgages, charges and security interest granted hereby secures payment to the Secured Party of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Party or remaining unpaid by the Debtor to the Secured Party, whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become, in any manner whatever, a creditor of the Debtor and wherever incurred, and in any currency, and whether incurred by the Debtor alone or with another or others, and whether as principal or surety, including expenses under paragraph 5 of this Agreement, and all interest, commissions, legal and other costs, charges and expenses (all of the foregoing being herein called, and included in, the "Obligations").

3. Representations and Warranties

The Debtor represents and warrants as follows:

(a) the Debtor is, or is to become, the beneficial owner of the Collateral;

(b) the Debtor has, or will have when the Collateral is acquired, the right to create mortgages and charges of, and grant a security interest in, the Collateral in favour of the Secured Party;

(c) the Collateral is, or will be when acquired, free and clear of all security interests, mortgages, hypothecs, charges, liens, encumbrances, taxes and assessments;

(d) this Agreement has been duly and properly authorized by all necessary action and constitutes a legal, valid and binding obligation of the Debtor; and

(e) The Debtor has, and at all times hereafter shall have, full power and lawful authority, corporate and other, to grant the Security Interests.

4. Covenants

The Debtor hereby agrees that:

(a) Maintain, Use, etc. - the Debtor shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;



(b) Insurance - the Debtor shall cause all of the Collateral, which is of a character usually insured by businesses operating Collateral of a similar nature, to be properly insured and kept insured with reputable insurers against loss or damage by fire or other hazards of the nature of and to the extent that such Collateral is usually insured by businesses operating or using Collateral of a similar nature in the same or similar localities and shall maintain such insurance with loss, if any, payable to the Secured Party and shall deliver to the Secured Party evidence of such insurance satisfactory to the Secured Party;

(c) Rent, Taxes, etc. - the Debtor shall pay all rents, taxes, rates, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral, or any part thereof, as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipt and vouchers establishing such payments;

(d) Observe Law - the Debtor shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(e) Books, Records - the Debtor shall keep proper books of accounts in accordance with sound accounting practice and the Debtor shall furnish to the Secured Party such financial information and statements relating to its business and the Collateral as the Secured Party may, from time to time, require, and the Debtor shall permit the Secured Party or its authorized agent at any time, at the expense of the Debtor, to examine the Collateral and to examine the books of accounts and other financial records and reports of the Debtor, including, but not limited to, books of accounts and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;

(f) Information - the Debtor shall furnish to the Secured Party such information with respect to the Collateral and the insurance thereon as the Secured Party may, from time to time, require, and the Debtor shall give written notice to the Secured Party of all litigation before any court, administrative board or other tribunal affecting the Debtor or the Collateral;

(g) Other Encumbrances - the Debtor shall not, without the prior consent in writing of the Secured Party, create any security interest, mortgage, hypothec, charge, lien or other encumbrance upon the Collateral, or any part thereof;

(h) Defend Title - the Debtor shall defend the title to the Collateral against all persons and shall, upon demand by the Secured Party, furnish further assurance of title and further security for the Obligations and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and

(i) Change of Name - the Debtor shall not change its name or sell, exchange, assign or lease or otherwise dispose of the Collateral, or any interest therein, without the prior written consent of the Secured Party except that, until an event of default as described in paragraph 6, occurs, the Debtor may sell or lease inventory in the ordinary course of its business.

5. Immediate Possession

Upon failure by the Debtor to perform any of the agreements described in paragraph 4 hereof, the Secured Party is authorized and has the option to take possession of the Collateral and, whether it has taken possession or not, to perform any of the agreements in any manner deemed proper by the Secured Party, without waiving any rights to enforce this Agreement. The reasonable expenses (including the cost of any insurance and payment of taxes or other charges and reasonable solicitors' costs and legal

expenses) incurred by the Secured Party in respect of the custody, preservation, use or operation of the Collateral shall be deemed advanced to the Debtor by the Secured Party, shall bear interest at the rate of 5% per annum and shall be secured by this Agreement.

6. Events of Default

At the option of the Secured Party, the Obligations shall immediately become due and payable in full upon the happening of any of the following events:

(a) if the Debtor shall fail to pay or perform, when due, any of the Obligations;

(b) if the Debtor shall fail to perform any provisions of this Agreement or of any other agreement to which the Debtor and the Secured Party are parties;

(c) if any of the representations and warranties herein is or becomes incorrect in any respect at any time;

(d) if the Debtor, or any guarantor of any of the Obligations, ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;

(e) if any proceeding is taken with respect to a compromise or arrangement, or to have the Debtor or any guarantor of any of the Obligations declared bankrupt or wound up, or to have a receiver appointed in respect of the Debtor or of any guarantor of any of the Obligations or of any part of the Collateral or if any encumbrancer takes possession of any part thereof;

(f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Debtor or any guarantor of any of the Obligations, or if any distress or analogous process is levied upon the Collateral, or any part thereof;

(g) if the Secured Party, in good faith, believes that the prospect of payment or performance of any of the Obligations is impaired.

7. Remedies

If, pursuant to paragraph 6 hereof, the Secured Party declares that the Obligations shall immediately become due and payable in full, the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and those provided by this Agreement. The Secured Party may take immediate possession of the Collateral and enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law and may require the Debtor to assemble and deliver the Collateral or make the Collateral available to the Secured Party at a reasonably convenient place designated by the Secured Party. The Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral, or any part thereof, or may, by instrument in writing, appoint any person to be a receiver of the Collateral, or any part thereof, and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall have power (a) to take possession of the Collateral, or any part thereof, (b) to carry on the business of the Debtor, (c) to borrow money required for the maintenance, preservation or protection of the Collateral, or any part thereof, or for the carrying on of the business of the Debtor on the security of the Collateral in priority to the mortgage and charge and

security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that any such receiver shall be deemed the agent of the Debtor and the Secured Party shall not be, in any way, responsible for any misconduct or negligence of any such receiver.

8. Expenses

Any proceeds of any disposition of any of the Collateral may be applied by the Secured Party to the payment of expenses incurred in connection with the retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including reasonable solicitors' fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Secured Party towards the payment of the Obligations in such order of application as the Secured Party may, from time to time, effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 7 hereof shall bear interest at 5% per annum and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by the Secured Party, the Debtor shall be liable to pay for any deficiency on demand.

9. Appointment of Attorney

The Debtor hereby constitutes and appoints the Secured Party, or any receiver appointed hereunder, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. The Debtor hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

10. Notices

Every notice, consent, demand and other communication in connection with this Security Agreement and all legal process in regard hereto shall be validly given, made or served if in writing and delivered to, or mailed, postage prepaid, or telecopied or telexed, telegraphed or telegraphed or other similar form of communication (collectively "Electronic Communication").

If to the Debtor:

Saptashva Solar, S.A.
99 Prairie Dunes Place
Concord, Ontario L4K 2E4
Email: harshal.gunde@enviroen.com
Attention: Harshal Gunde

If to the Secured Party:

or to such other address, number or person as any party may, from time to time, designate by notice.



Any notice, requisition, demand or other instrument, if delivered, shall be deemed to have been given or made on the day on which it was delivered, and if sent by Electronic Communication, shall be deemed to have been given or made on the business day next following the day on which it was so sent and, if mailed, shall be deemed to have been given or made on the fifth business day following the day on which it was so mailed. Any party hereto may give written notice of a change of address in the same manner in which any notice shall thereafter be given to it as above provided at such changed address.

11. Miscellaneous

The Debtor and the Secured Party further agree that:

(a) the Debtor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act, except a release or discharge of the security interest upon the payment in full of the Obligations including charges, expenses, fees, costs and interest;

(b) any failure by the Secured Party to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the Obligations secured by this Agreement;

(c) all rights of the Secured Party hereunder shall be assignable and in any action brought by an assignee to enforce such rights, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or may hereafter have against the Secured Party;

(d) all rights of the Secured Party hereunder shall enure to the benefit of its successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor, his heirs, executors, administrators, successors and assigns;

(e) if more than one person executes this Agreement as Debtor, their obligations under this Agreement shall be joint and several;

(f) this Security Agreement contains the entire agreement between the parties relating to the Security Interests granted herein. Any modification of this Security Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed by the Secured Party and the Debtor. This Security Agreement shall continue in effect until the Obligations are satisfied in full;

(g) any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof;

(h) nothing herein shall obligate the Secured Party to make any advance or loan or further advance or extend credit to the Debtor;

(i) this Security Agreement and the Security Interests created hereby are in addition to and not in substitution for any other security or rights now or hereafter held by the Secured Party for the performance of any of the Obligations;



... shall sign such further and other documents and shall do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Security Agreement and every part thereof;

(k) this Agreement shall be governed in all respects by the laws of the Province of Ontario;

(l) all remedies of the Secured Party at law and hereunder are cumulative and concurrent;

(m) Upon payment and performance by the Debtor of the Obligations secured hereby, the Secured Party shall, upon request in writing by the Debtor, deliver up this Security Agreement to the Debtor and shall, at the expense of the Debtor, cancel and discharge the Security Interests and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interests hereby constituted;

(n) All headings and titles in this Security Agreement are for reference only and are not to be used in the interpretation of the terms hereof;

(o) the Debtor hereby acknowledges receipt of an executed copy of this Agreement; and

(p) this Agreement shall become effective when it is signed by the Debtor.

Executed in duplicate on the 23rd day of September, 2014.

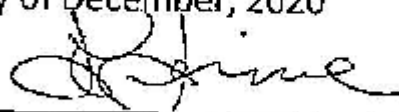
SIGNED, SEALED AND DELIVERED

In the presence of:

SAPTASHVA SOLAR, S.A.

Per: 
Name: MARSHAL GUNDE
Title: DIRECTOR
(I have the authority to bind the corporation)

This is Exhibit **C** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

SUPPLEMENTARY LOAN AGREEMENT

THIS SUPPLEMENTARY LOAN AGREEMENT is made as of the 15th day of June, 2015

BETWEEN:

1199403 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario ("**119Co**")

(the "**Lender**")

- and -

SAPTASHVA SOLAR, S.A., a corporation incorporated under the laws of Spain and extra-provincially registered in the Province of Ontario;

(the "**Borrower**")

WHEREAS Saptashva undertook the development of numerous solar project awarded by the Ontario Power Authority, including a particular solar project (the "**St. Dennis Project**") situated at 31-35 St. Dennis Drive, Toronto (the "**Property**"), which was facilitated by way of a roof top lease agreement with 119Co (the "**Rooftop Lease**");

AND WHEREAS Saptashva sought to sell the St. Dennis Project to 119Co pursuant to an asset purchase agreement, which was contingent upon the completion and full transference of the St. Dennis Project (the "**Purchase Agreement**");

AND WHEREAS due to the rules and regulations of the Ontario Power Authority (the "**OPA**"), the St. Dennis Project could not be immediately transferred, such that Saptashva continued to be responsible for the St. Dennis Project, with the Rooftop Lease remaining in effect, together with an the equipment lease agreement and such other legal arrangements pertaining to the control and responsibilities associated with the St. Dennis Project (collectively, the "**Saptashva Agreements**");

AND WHEREAS due to a wind-related incident that transpired at the Property in January of 2014 (the "**Incident**"), which would appear to be associated in part with the engineering undertaken on the St. Dennis Project, part of the St. Dennis Project was irreparably damaged while still in the legal control and responsibility of Saptashva;

AND WHEREAS 119Co and 1274442 Ontario Inc. ("**127Co**") advanced Four Hundred and Fifty Thousand Dollars (\$450,000.00) to Saptashva to continue the advancement and completion of the St. Dennis Project, as a result of the Incident, as per a loan agreement as of September 2014 (the "**Original Loan**");

AND WHEREAS since the completion of the St. Dennis Project and the Tuxedo No.1 Project (collectively, the "**Solar Projects**"), certain money was collected by Saptashva from the OPA and/or its successor, in relation to the electrical generation from said Solar Projects (the "**Unpaid Money**"), which has not been remitted to 119Co or 127Co (collectively, the "**Payment Recipients**"), which the parties agree is properly due and owing to the Payment Recipients;

(2)

AND WHEREAS the parties have agreed that the Unpaid Money shall be effectively loaned to Saptashva until the repayment date of the Original Loan, such that repayment shall be due on September 30, 2016 upon the terms and conditions set forth hereinafter (the "**Supplementary Loan**");

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definition. In this Supplementary Loan Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings set out below, respectively:

- (a) "**Advance**" means the advance of the Supplementary Loan.
- (b) "**Business Day**" means a day other than a Saturday, Sunday or public holiday and on which banks are open for business in Toronto, Ontario.
- (c) "**Lender's Solicitor**" means Neufeld Legal Professional Corporation;
- (d) "**Kingston Road Projects**" means collectively (i) the 21 kW solar project at 1445 Kingston Road, Toronto (F-001691-SPV-130-502, FIT-F9ND3MI); (ii) the 21 kW solar project at 1449 Kingston Road, Toronto (F-001692-SPV-130-502, FIT-F3GNE08); (iii) the 26 kW solar project at 1457 Kingston Road, Toronto (F-001693-SPV-130-502, FIT-F9MVKXX); (iv) the 18 kW solar project at 1463 Kingston Road, Toronto (F-001694-SPV-130-502, FIT-FF0Z020); (v) the 26 kW solar project at 1469 Kingston Road, Toronto (F-001695-SPV-130-502, FIT-FLQLLQJ); (vi) the 18 kW solar project at 1475 Kingston Road, Toronto (F-001696-SPV-130-502, FIT-FL8B6T7); and (vii) the 26 kW solar project at 1481 Kingston Road, Toronto (F-001684-SPV-130-502, FIT-FN7L15H);
- (e) "**Obligations**" means those obligations arising from these Supplementary Loan Documents, as well as any obligations owing from the Borrower to any of 119Co, 127Co and/or Gulu Thadani ("**Gulu**") pursuant to any current legal agreement;
- (f) "**Security Agreements**" has the meaning ascribed thereto in Section 2.5 below;
- (g) "**Supplementary Loan**" has the meaning ascribed thereto in Section 2.1 below;
- (h) "**Supplementary Loan Documents**" means this Supplementary Loan Agreement, the Security Agreements and any other documents to be executed and/or delivered to the Lender by the Borrower or its counsel;
- (i) "**Tuxedo No. 1 Project**" means the 160 kW solar project at 20 Tuxedo Court, Toronto (F-001697-SPV-130-502, FIT-FLDP3PT); and

(j) **“Tuxedo No. 2 Projects”** means collectively (i) the 60 kW solar project at 40 Tuxedo Court, Toronto (F-001698-SPV-130-502, FIT-FR4951V); and (ii) the 50 kW solar project at 42 Tuxedo Court, Toronto (F-001700-SPV-130-502, FIT-FEMUZ1B).

1.2 Headings, etc. The division of this Supplementary Loan Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Supplementary Loan Agreement.

1.3 Number and Gender. In this Supplementary Loan Agreement words importing the singular number only shall include the plural and vice versa, words importing a specific gender shall include the other genders, and references to persons shall include individuals, partnerships, trusts, associations, unincorporated organizations and corporations.

1.4 Currency. All dollar amounts referred to in this Supplementary Loan Agreement are in Canadian funds.

ARTICLE 2 - SUPPLEMENTARY LOAN

2.1 Supplementary Loan. The Lender has agreed that the money that was collected by Saptashva from the OPA and/or its successor, in furtherance of the Solar Projects, being approximately Sixty-Seven Thousand Thirty-Seven Dollars and Four Cents (\$67,037.04), although subject to verification by the Lender (the **“Supplementary Loan”**), which has not been remitted to the Payment Recipients, which the parties have agreed is properly due to the Payment Recipients.

2.2 Repayment of Supplementary Loan. The principal amount of the Supplementary Loan together with accrued interest and costs as set forth in Sections 2.3 and 2.4, respectively, shall be due in full on the 30th day of September, 2016, which is the repayment date for the Original Loan.

2.3 Interest. The Supplementary Loan shall bear interest at the rate of the Prime Rate of interest of the Royal Bank of Canada plus Nine Percent (9%), calculated on a daily compounded basis from the date of the advancement of funds on the Supplementary Loan. Upon the occurrence of an Event of Default, as such term is defined hereafter, the interest rate shall be increased to the rate of the Prime Rate of interest of the Royal Bank of Canada plus Fifteen Percent (15%), calculated on a daily compounded basis from the date of the occurrence of the Event of Default.

2.4 Costs. Saptashva shall be responsible for all costs associates with this Supplementary Loan, including but not limited to the legal costs of the Lender’s Solicitor both in the preparation and enforcement of this Supplementary Loan.

2.5 Security. Payment of the Supplementary Loan will be secured by way of (i) a general security agreement against all Canadian properties and interests of the Borrower; (ii) postponement agreements from all creditors of the Borrower in relation to the Project, such that the Payment Recipients will be in first position in relation to the Property; and (iii) a transference agreement in relation to Kingston Road Projects, such that said projects will be transferred to the Lender in partial satisfaction of the Supplementary Loan in the Event of Default and at no additional cost to the Lender (collectively, the **“Security Agreements”**).

(4)

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender as follows, and acknowledges and confirms that the Lender is relying on such representations and warranties in connection with the Supplementary Loan:

3.1 Corporate Status. The Borrower was incorporated under the laws of Spain and has the requisite authority to engage in business in the Province of Ontario and has not been dissolved.

3.2 Corporate Power. The Borrower has all requisite corporate power and capacity to own or lease its property, to carry on its business, to enter into each of the Supplementary Loan Documents and to complete the transaction provided for herein.

3.3 Corporate Authorization. The execution and delivery of each of the Supplementary Loan Documents by the Borrower and the completion of the transaction provided for herein have been duly authorized by all necessary corporate action and proceedings of the Borrower.

3.4 No Contravention. The execution and delivery of the Supplementary Loan Documents and the performance by the Borrower of its obligations thereunder will not result in the violation of any indenture or other agreement, written or oral, to which the Borrower is a party or by which it is bound.

3.5 Enforceability. This Supplementary Loan Agreement and the other Supplementary Loan Documents have been duly executed and delivered by the Borrower and constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, subject only to any limitation under applicable laws relating to bankruptcy, insolvency, arrangement or creditors' rights generally, and the discretion that a court may exercise in the granting of equitable remedies.

3.6 Title of Assets. The property and assets ("other than leased assets") of the Borrower are beneficially owned by it, including but not limited to the St. Dennis Project, Tuxedo No. 1 Project, Tuxedo No. 2 Project and Kingston Road Projects, with good and marketable title thereto, free and clear of any mortgages, charges, pledges, assignments, liens, security interests or encumbrances whatsoever other than those that have been specifically detailed in writing to the Lender and the Lender's Solicitor at the time of executing this Supplementary Loan Agreement, those being the only permitted encumbrances.

ARTICLE 4 - COVENANTS

So long as the Supplementary Loan or any part thereof remains outstanding, the Borrower covenants and agrees with the Lender as follows:

4.1 Existence. The Borrower will preserve and maintain its existence and its power and capacity to own or lease its property and assets and carry on its business.

4.2 Conduct of Business. The Borrower shall do or cause to be done all things necessary or desirable to maintain its existence, to maintain its power and capacity to own its properties and

assets, and to carry on its business in a commercially reasonable manner in accordance with normal industry standards.

4.3 Punctual Payment. The Borrower shall pay or cause to be paid all Obligations falling due hereunder on the dates and in the manner specified herein.

4.4 Compliance with Applicable Law and Contracts. The Borrower shall comply in all material respects with the requirements of all Applicable Law, and all obligations which, if contravened, could give rise to a Lien over any of the Borrower's assets, and all contracts to which it is bound, non-compliance with which would, singly or in the aggregate, have a material adverse effect upon its business or upon the ability of the Borrower to perform its obligations under any Supplementary Loan Document to which it is a party.

ARTICLE 5 - CONDITIONS PRECEDENT

5.1 Conditions of Advance. The obligations of the Lender to make available the Advance to the Borrower are subject to compliance, with each of the following conditions precedent, which conditions precedent are for the sole and exclusive benefit of the Lender and may be waived in writing by the Lender in its sole discretion:

- (a) the representations and warranties set out in Article 5 shall be true and correct on the date of the Advance as if made on and as of such date;
- (b) the Borrower shall have delivered the Supplementary Loan Documents to the Lender; and
- (c) evidence of PPSA registration in Ontario against the Borrower in respect of the General Security Agreement.

5.2 Additional Conditions. The Lender and the Borrower covenant and agree to the following additional terms and conditions in relation to the Supplementary Loan as contemplated by this Supplementary Loan Agreement:

- (a) the Borrower undertakes to complete all legal documentation in furtherance of this proposal, providing all confirmations, approvals and authentications as might be sought by the Lender and the Lender's Solicitor, and providing all appropriate securitization and modifications to securitization as might be sought by the Lender and the Lender's Solicitor; and
- (b) the Borrower shall promptly provide the Lender and the Lender's Solicitor with complete copies of all materials related to the all the solar projects, the Incident and the dealings with the insurance company thereon, including all communications related thereto.

ARTICLE 6 - EVENTS OF DEFAULT

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6.1 Events of Default. The occurrence of any of the following events shall constitute an Event of Default.

- (a) default by the Borrower, in payment of money to the Lender unless such default is remedied within 5 Business Days of such default;
- (b) default by the Borrower in the performance or observance of any covenant, condition or obligation contained in any Supplementary Loan Document to which it is a party that does not require the payment of money to the Lender unless such default is remedied within 15 Business Days after notice thereof by the Lender to the Borrower;
- (c) default by the Borrower in the performance or observance of any covenant, condition or obligation contained in any agreement between the Borrower and any person, where such default gives rise to a right to enforce security against the Borrower and such security is being enforced;
- (d) the Borrower takes any action or commences any proceedings or any action or proceeding is taken or commenced by another person or persons against the Borrower in respect of the liquidation or dissolution of the Borrower and same is not contested in good faith by the Borrower;
- (e) the Borrower commits or threatens to commit any act of bankruptcy pursuant to or set out under the provisions of the Bankruptcy and Insolvency Act;
- (f) the filing of a petition for a receiving order against the Borrower pursuant to the provisions of the Bankruptcy and Insolvency Act and the same is not contested in good faith by the Borrower;
- (g) any execution, sequestration or other process of any court or other tribunal becoming enforceable against the Borrower or a distress or analogous action or proceeding being taken, commenced or issued against the Borrower;
- (h) a receiver, receiver and manager, agent liquidator or other similar administrator being appointed in respect of the assets of the Borrower or any part thereof or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession of the assets of the Borrower or any part thereof and the same is not contested in good faith by the Borrower.

6.2 Remedies Upon Default. Upon the occurrence of any event of Default, the Lender may undertake any and all of the following:

- (a) declare the entire principle amount and interest to be immediately due and payable;
- (b) effect the transference of the Kingston Road Projects as contemplated by the transference agreement of the Security Agreements;
- (b) realize upon all or part of the Security; and

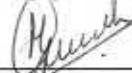
7.5 Further Assurances. Whether before or after the happening of an Event of Default, the Borrower shall at its own expense do, make execute or deliver, or cause to be done, made executed or delivered by other Persons, all such further acts, documents and things in connection with the Supplementary Loan and the Supplementary Loan Documents as the Lender may reasonably require from time to time for the purpose of giving effect to the Supplementary Loan Document including, without limitation, for the purpose of facilitating the enforcement of the Security, all immediately upon the request of Lender.

7.6 Counterparts. This Supplementary Loan Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.


7.7 Legal Representation. In negotiating and executing this Supplementary Loan Agreement, as with all prior agreements between the parties, the Borrower acknowledges having had adequate opportunity to obtain independent legal advice prior to executing all such legal agreements, as Lender's Solicitor is solely representing the Lender in all matters related to this Supplementary Loan Agreement and all related matters, and not the Borrower or its representatives.

IN WITNESS WHEREOF the parties hereto have executed this Supplementary Loan Agreement.

SAPTASHVA SOLAR, S.A.

Per: 
Name: MARSHAL GUNDOE
Title: President DIRECTOR
(I have the authority to bind the corporation)

1199403 ONTARIO INC.

Per: 
Name: Gulu Thadani
Title: President
(I have the authority to bind the corporation)

(c) take such actions and commence such proceedings as may be permitted at law or in equity (whether or not provided for herein or any of the Security Agreements) at such times and in such manner as Lender in its sole discretion may consider expedient.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Reliance and Non-Merger. All covenants, agreements, representations and warranties of the Borrower made herein or in another Supplementary Loan Document or any other legal agreement between the Borrower and any of 119Co, 127Co and/or Gulu are material, shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or any employee or other representative of the Lender and shall survive the execution and delivery of this Supplementary Loan Agreement and the other Supplementary Loan Documents until the Borrower shall have satisfied and performed all of the Obligations.

7.2 Notices. Any notice or other communication to be given hereunder to any of the parties hereto shall be in writing and may be given by delivery, or sent by facsimile or other similar means of electronic communication, or if postal services and deliveries are then operating, mailed by registered mail to such party at its address set out below or at such other address as such party may have designated by notice so given to the other parties hereto.

(a) in the case of a Notice to the Borrower at:

Saptashva Solar, S.A.
99 Prairie Dunes Place
Concord, Ontario L4K 2E4
Email: harshal.gunde@enviroen.com
Attention: Harshal Gunde

(b) in the case of a Notice to the Lender at:

1199403 Ontario Inc.
157 York Mills Road
North York, ON M2L 1K6
Fax: 416-222-4424
Attention: Gulu Thadani

Any notice or other communication shall be deemed to have been given, if delivered, on the date of delivery, or if sent by facsimile or other similar means of electronic communication, on the Business Day next following the date of sending, or if mailed by registered mail as aforesaid, on the third Business Day following the date of the mailing if postal service and deliveries are then operating.

7.3 Proper Law. This Supplementary Loan Agreement shall be construed in accordance with and governed in all respects by the laws of the Province of Ontario.

7.4 Successors and Assigns. This Supplementary Loan Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This is Exhibit **D** referred to in the affidavit
of Gulu Thadani Sworn before me, this
23 day of December, 2020

A handwritten signature in black ink, appearing to read "Larry J. Levine", written over a horizontal line.

A COMMISSIONER, ETC.
Larry J. Levine, QC

GENERAL SECURITY AGREEMENT

Date: June 15, 2015

1. Secured Interest in Collateral - SAPTASHVA SOLAR, S.A. (the "Debtor") for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to 1199403 ONTARIO INC. (the "Secured Party") as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in the present and future undertaking, property and assets of the Debtor, including, without limitation, such property and rights, including property and rights situated at (i) the 21 kW solar project at 1445 Kingston Road, Toronto (F-001691-SPV-130-502, FIT-F9ND3MI); (ii) the 21 kW solar project at 1449 Kingston Road, Toronto (F-001692-SPV-130-502, FIT-F3GNE08); (iii) the 26 kW solar project at 1457 Kingston Road, Toronto (F-001693-SPV-130-502, FIT-F9MVKXX); (iv) the 18 kW solar project at 1463 Kingston Road, Toronto (F-001694-SPV-130-502, FIT-FF0Z020); (v) the 26 kW solar project at 1469 Kingston Road, Toronto (F-001695-SPV-130-502, FIT-FLQLLQJ); (vi) the 18 kW solar project at 1475 Kingston Road, Toronto (F-001696-SPV-130-502, FIT-FL8B6T7); (vii) the 26 kW solar project at 1481 Kingston Road, Toronto (F-001684-SPV-130-502, FIT-FN7L15H); (viii) the 60 kW solar project at 40 Tuxedo Court, Toronto (F-001698-SPV-130-502, FIT-FR4951V); and (ix) the 50 kW solar project at 42 Tuxedo Court, Toronto (F-001700-SPV-130-502, FIT-FEMUZ1B) (collectively, the "Collateral"), including but not limited to:

(a) all goods now or hereafter comprising part of the inventory of the Debtor, including, but not limited to, goods now or hereafter held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession, or finished goods;

(b) all goods now or hereafter used or intended to be used in any business of the Debtor (and which are not inventory) including, but not limited to, fixtures, equipment, machinery, vehicles and other tangible personal property;

(c) all debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor, and all claims of any kind which the Debtor now has or may hereafter have, including, but not limited to, claims against the Crown and claims under insurance policies;

(d) all chattel paper now or hereafter owned by the Debtor;

(e) all warehouse receipts, bills of lading and other documents of title, whether negotiable or non-negotiable, now or hereafter owned by the Debtor;

(f) with respect to the personal property described in sub-paragraphs (c), (d) and (e), all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(g) all goodwill, patents, trade marks, copyrights and other industrial property and all other intangibles now or hereafter owned by the Debtor;

(i) with respect to the personal property described in sub-paragraphs (a) to (g) inclusive, all substitutions and replacements thereof, increases, additions and accessions thereto and any interest of the Debtor therein; and

(j) with respect to the personal property described in sub-paragraphs (a) to (h) inclusive, personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for such property destroyed or damaged.

In this paragraph, the words "goods", "inventory", "equipment", "chattel paper", "document of title", "instrument", "securities", "intangible" and "accessions" shall have the same meanings as their defined meanings in the Personal Property Security Act, 1989, of Ontario, including all amendments thereto, (the "PPSA"). In this Agreement, any reference to "Collateral" shall, unless the context otherwise requires, refer to "Collateral or any part thereof". In this Agreement, "Collateral" shall include the proceeds thereof.

2. Obligations Secured

The fixed and specific mortgages, charges and security interest granted hereby secures payment to the Secured Party of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Party or remaining unpaid by the Debtor to the Secured Party, whether arising from dealings between the Secured Party and the Debtor or from other dealings or proceedings by which the Secured Party may be or become, in any manner whatever, a creditor of the Debtor and wherever incurred, and in any currency, and whether incurred by the Debtor alone or with another or others, and whether as principal or surety, including expenses under paragraph 5 of this Agreement, and all interest, commissions, legal and other costs, charges and expenses (all of the foregoing being herein called, and included in, the "Obligations").

3. Representations and Warranties

The Debtor represents and warrants as follows:

- (a) the Debtor is, or is to become, the beneficial owner of the Collateral;
- (b) the Debtor has, or will have when the Collateral is acquired, the right to create mortgages and charges of, and grant a security interest in, the Collateral in favour of the Secured Party;
- (c) the Collateral is, or will be when acquired, free and clear of all security interests, mortgages, hypothecs, charges, liens, encumbrances, taxes and assessments;
- (d) this Agreement has been duly and properly authorized by all necessary action and constitutes a legal, valid and binding obligation of the Debtor; and
- (e) The Debtor has, and at all times hereafter shall have, full power and lawful authority, corporate and other, to grant the Security Interests.

4. Covenants

The Debtor hereby agrees that:

- (a) Maintain, Use, etc. - the Debtor shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;

(b) Insurance - the Debtor shall cause all of the Collateral, which is of a character usually insured by businesses operating Collateral of a similar nature, to be properly insured and kept insured with reputable insurers against loss or damage by fire or other hazards of the nature of and to the extent that such Collateral is usually insured by businesses operating or using Collateral of a similar nature in the same or similar localities and shall maintain such insurance with loss, if any, payable to the Secured Party and shall deliver to the Secured Party evidence of such insurance satisfactory to the Secured Party;

(c) Rent, Taxes, etc. - the Debtor shall pay all rents, taxes, rates, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral, or any part thereof, as and when the same shall become due and payable, and shall exhibit to the Secured Party, when required, the receipt and vouchers establishing such payments;

(d) Observe Law - the Debtor shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(e) Books, Records - the Debtor shall keep proper books of accounts in accordance with sound accounting practice and the Debtor shall furnish to the Secured Party such financial information and statements relating to its business and the Collateral as the Secured Party may, from time to time, require, and the Debtor shall permit the Secured Party or its authorized agent at any time, at the expense of the Debtor, to examine the Collateral and to examine the books of accounts and other financial records and reports of the Debtor, including, but not limited to, books of accounts and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;

(f) Information - the Debtor shall furnish to the Secured Party such information with respect to the Collateral and the insurance thereon as the Secured Party may, from time to time, require, and the Debtor shall give written notice to the Secured Party of all litigation before any court, administrative board or other tribunal affecting the Debtor or the Collateral;

(g) Other Encumbrances - the Debtor shall not, without the prior consent in writing of the Secured Party, create any security interest, mortgage, hypothec, charge, lien or other encumbrance upon the Collateral, or any part thereof;

(h) Defend Title - the Debtor shall defend the title to the Collateral against all persons and shall, upon demand by the Secured Party, furnish further assurance of title and further security for the Obligations and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and

(i) Change of Name - the Debtor shall not change its name or sell, exchange, assign or lease or otherwise dispose of the Collateral, or any interest therein, without the prior written consent of the Secured Party except that, until an event of default as described in paragraph 6, occurs, the Debtor may sell or lease inventory in the ordinary course of its business.

5. Immediate Possession

Upon failure by the Debtor to perform any of the agreements described in paragraph 4 hereof, the Secured Party is authorized and has the option to take possession of the Collateral and, whether it has taken possession or not, to perform any of the agreements in any manner deemed proper by the Secured Party, without waiving any rights to enforce this Agreement. The reasonable expenses (including the cost of any insurance and payment of taxes or other charges and reasonable solicitors' costs and legal

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expenses) incurred by the Secured Party in respect of the custody, preservation, use or operation of the Collateral shall be deemed advanced to the Debtor by the Secured Party, shall bear interest at the Prime Rate of interest of the Royal Bank of Canada plus Nine Percent (9%), calculated on a daily compounded basis from the date of the advancement of funds and shall be secured by this Agreement.

6. Events of Default

At the option of the Secured Party, the Obligations shall immediately become due and payable in full upon the happening of any of the following events:

- (a) if the Debtor shall fail to pay or perform, when due, any of the Obligations;
- (b) if the Debtor shall fail to perform any provisions of this Agreement or of any other agreement to which the Debtor and the Secured Party are parties;
- (c) if any of the representations and warranties herein is or becomes incorrect in any respect at any time;
- (d) if the Debtor, or any guarantor of any of the Obligations, ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors;
- (e) if any proceeding is taken with respect to a compromise or arrangement, or to have the Debtor or any guarantor of any of the Obligations declared bankrupt or wound up, or to have a receiver appointed in respect of the Debtor or of any guarantor of any of the Obligations or of any part of the Collateral or if any encumbrancer takes possession of any part thereof;
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Debtor or any guarantor of any of the Obligations, or if any distress or analogous process is levied upon the Collateral, or any part thereof;
- (g) if the Secured Party, in good faith, believes that the prospect of payment or performance of any of the Obligations is impaired.

7. Remedies

If, pursuant to paragraph 6 hereof, the Secured Party declares that the Obligations shall immediately become due and payable in full, the Debtor and the Secured Party shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and those provided by this Agreement. The Secured Party may take immediate possession of the Collateral and enforce any rights of the Debtor in respect of the Collateral by any manner permitted by law and may require the Debtor to assemble and deliver the Collateral or make the Collateral available to the Secured Party at a reasonably convenient place designated by the Secured Party. The Secured Party may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral, or any part thereof, or may, by instrument in writing, appoint any person to be a receiver of the Collateral, or any part thereof, and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall have power (a) to take possession of the Collateral, or any part thereof, (b) to carry on the business of the Debtor, (c) to borrow money required for the maintenance, preservation or protection of the Collateral, or any part thereof, or for the carrying on

of the business of the Debtor on the security of the Collateral in priority to the mortgage and charge and security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that any such receiver shall be deemed the agent of the Debtor and the Secured Party shall not be, in any way, responsible for any misconduct or negligence of any such receiver.

8. Expenses

Any proceeds of any disposition of any of the Collateral may be applied by the Secured Party to the payment of expenses incurred in connection with the retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including reasonable solicitors' fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Secured Party towards the payment of the Obligations in such order of application as the Secured Party may, from time to time, effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 7 hereof shall bear interest at 5% per annum and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations and the expenses incurred by the Secured Party, the Debtor shall be liable to pay for any deficiency on demand.

9. Appointment of Attorney

The Debtor hereby constitutes and appoints the Secured Party, or any receiver appointed hereunder, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do, make and execute all such assignments, documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient. The Debtor hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

10. Notices

Every notice, consent, demand and other communication in connection with this Security Agreement and all legal process in regard hereto shall be validly given, made or served if in writing and delivered to, or mailed, postage prepaid, or telecopied or telexed, telegrammed or telegraphed or other similar form of communication (collectively "Electronic Communication").

If to the Debtor:

Saptashva Solar, S.A.
99 Prairie Dunes Place
Concord, Ontario L4K 2E4
Email: harshal.gunde@enviroen.com
Attention: Harshal Gunde

If to the Secured Party:

1199403 Ontario Inc.
157 York Mills Road
North York, ON M2L 1K6
Fax: 416-222-4424
Attention: Gulu Thadani

(61)

or to such other address, number or person as any party may, from time to time, designate by notice.

Any notice, requisition, demand or other instrument, if delivered, shall be deemed to have been given or made on the day on which it was delivered, and if sent by Electronic Communication, shall be deemed to have been given or made on the business day next following the day on which it was so sent and, if mailed, shall be deemed to have been given or made on the fifth business day following the day on which it was so mailed. Any party hereto may give written notice of a change of address in the same manner in which any notice shall thereafter be given to it as above provided at such changed address.

11. Miscellaneous

The Debtor and the Secured Party further agree that:

(a) the Debtor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act, except a release or discharge of the security interest upon the payment in full of the Obligations including charges, expenses, fees, costs and interest;

(b) any failure by the Secured Party to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations shall preclude any other remedy by action or otherwise for the enforcement of this agreement or the payment in full of the Obligations secured by this Agreement;

(c) all rights of the Secured Party hereunder shall be assignable and in any action brought by an assignee to enforce such rights, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or may hereafter have against the Secured Party;

(d) all rights of the Secured Party hereunder shall enure to the benefit of its successors and assigns and all obligations of the Debtor hereunder shall bind the Debtor, his heirs, executors, administrators, successors and assigns;

(e) if more than one person executes this Agreement as Debtor, their obligations under this Agreement shall be joint and several;

(f) this Security Agreement contains the entire agreement between the parties relating to the Security Interests granted herein. Any modification of this Security Agreement or waiver of any provision herein contained shall not be binding unless in writing and signed by the Secured Party and the Debtor. This Security Agreement shall continue in effect until the Obligations are satisfied in full;

(g) any provision of this Security Agreement prohibited by law or otherwise ineffective shall be ineffective only to the extent of such prohibition or ineffectiveness and shall be severable without invalidating or otherwise affecting the remaining provisions hereof;

(h) nothing herein shall obligate the Secured Party to make any advance or loan or further advance or extend credit to the Debtor;

(i) this Security Agreement and the Security Interests created hereby are in addition to and not in substitution for any other security or rights now or hereafter held by the Secured Party for the performance of any of the Obligations;

(71)

(j) the Debtor shall sign such further and other documents and shall do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Security Agreement and every part thereof;

(k) this Agreement shall be governed in all respects by the laws of the Province of Ontario;

(l) all remedies of the Secured Party at law and hereunder are cumulative and concurrent;

(m) Upon payment and performance by the Debtor of the Obligations secured hereby, the Secured Party shall, upon request in writing by the Debtor, deliver up this Security Agreement to the Debtor and shall, at the expense of the Debtor, cancel and discharge the Security Interests and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interests hereby constituted;

(n) All headings and titles in this Security Agreement are for reference only and are not to be used in the interpretation of the terms hereof;

(o) the Debtor hereby acknowledges receipt of an executed copy of this Agreement; and

(p) this Agreement shall become effective when it is signed by the Debtor.

Executed in duplicate on the 15th day of June, 2015.

SIGNED, SEALED AND DELIVERED

In the presence of:


SAPTASHVA SOLAR, S.A.

Per: _____

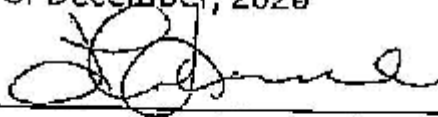
Name: HARSHAL GUNDE

Title: DIRELTOR

(I have the authority to bind the corporation)



This is Exhibit **E** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

RUN NUMBER : 099
RUN DATE : 2018/04/09
ID : 20180409080521.28

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(6870)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
FILE CURRENCY : 08APR 2018

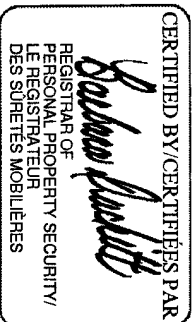
ENQUIRY NUMBER 20180409080521.28 CONTAINS 12 PAGE(S), 3 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ESC REF: 4946431
ESC CORPORATE SERVICES LTD.
445 KING STREET WEST, SUITE 400
TORONTO ON M5V 1K4

CONTINUED...

2



(c/r# 11/2017)



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 PIRB CURRENCY : 08APR 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 724500144

CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULES NUMBER UNDER PERIOD
 01 001 002 20170131 1614 1862 6788 P PPSA 2

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME ENVIROEN INC.
 04 ADDRESS 99 PRAIRIE DUNES PLACE CONCORD ONTARIO CORPORATION NO: 3042407
 ON L4K 2E4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME SAPTASHVA SOLAR, S.A. ONTARIO CORPORATION NO: 1821485
 07 ADDRESS 99 PRAIRIE DUNES PLACE CONCORD ON L4K 2E4

08 SECURED PARTY / LIEN CLAIMANT ADDRESS 1199403 ONTARIO INC. NORTH YORK ON M2L 1K6

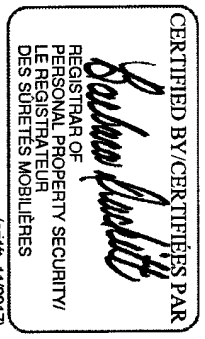
09 COLLATERAL CLASSIFICATION
 10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED NO FIXED DATE OF MATURITY OR MATURITY DATE
 X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL COLLATERAL ALL MATERIALS, EQUIPMENT AND ONTARIO POWER AUTHORITY CONTRACT, TOGETHER WITH REVENUES GENERATED FROM THE 210 KW SOLAR PROJECT LOCATED AT 31-35 ST. DENNIS DRIVE, TORONTO (CONTRACT)

14 REGISTERING AGENT NEUFELD LEGAL PROFESSIONAL CORPORATION
 15 ADDRESS 719 CATALINA CRESCENT BURLINGTON ON L7L 5B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 3



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM 10 FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 724500144

01 CANTON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 002 002 20170131 1614 1862 6788

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 05 NAME BUSINESS NAME ADDRESS

06 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 07 NAME BUSINESS NAME ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09

COLLATERAL CLASSIFICATION	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

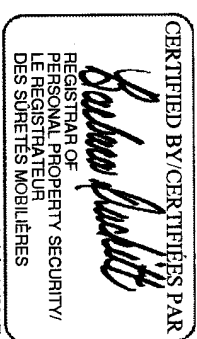
F-001699-SPV-130-502, FIT-FNUFYFU)

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING ADDRESS
 17 AGENT

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

CONTINUED...



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE REFERENCE : 08APR 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 700541514

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULES NUMBER UNDER PERIOD
 001 002 20141008 1219 1862 2487 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME SAPTASHVA SOLAR, S.A.
 04 ADDRESS 99 PRAIRIE DUNES PLACE CONCORD ONTARIO CORPORATION NO: 1821485
 ON L4K 2E4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ENVIROEN INC.
 07 ADDRESS 99 PRAIRIE DUNES PLACE CONCORD ONTARIO CORPORATION NO: 3042407
 ON L4K 2E4

08 SECURED PARTY / LIEN CLAIMANT ADDRESS 405 ORANGE WALK CRESCENT MISSISSAUGA ON L5R 0A7

COLLATERAL CLASSIFICATION

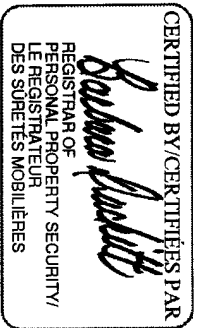
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11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING TSC LAW PROFESSIONAL CORPORATION
 17 AGENT ADDRESS 7900 HURONTARIO STREET, SUITE 307 BRAMPTON ON L6Y 0P6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 5



RUN NUMBER : 099
 RUN DATE : 2018/04/09
 ID : 20180409080521.28

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (6874)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILER CURRENCY : 08APR 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 700541514

01 CHARTER PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 SYLING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 002 002 20141008 1219 1862 2487

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 NAME BUSINESS NAME ENSOR CORP.
 ADDRESS 11 CIDERMILL AVENUE VAUGHAN
 ONTARIO CORPORATION NO: 3065221
 ON L4K 4B6

03 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 NAME BUSINESS NAME ENSOR CORP.
 ADDRESS 11 CIDERMILL AVENUE VAUGHAN
 ONTARIO CORPORATION NO: 3065221
 ON L4K 4B6

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 NAME BUSINESS NAME ENSOR CORP.
 ADDRESS 11 CIDERMILL AVENUE VAUGHAN
 ONTARIO CORPORATION NO: 3065221
 ON L4K 4B6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 NAME BUSINESS NAME ENSOR CORP.
 ADDRESS 11 CIDERMILL AVENUE VAUGHAN
 ONTARIO CORPORATION NO: 3065221
 ON L4K 4B6

06 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 NAME BUSINESS NAME ENSOR CORP.
 ADDRESS 11 CIDERMILL AVENUE VAUGHAN
 ONTARIO CORPORATION NO: 3065221
 ON L4K 4B6

07 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 NAME BUSINESS NAME ENSOR CORP.
 ADDRESS 11 CIDERMILL AVENUE VAUGHAN
 ONTARIO CORPORATION NO: 3065221
 ON L4K 4B6

08 SECURED PARTY / ITEM CLAIMANT ADDRESS
 99 PRAIRIE DUNE PL. CONCORD ONTARIO L4K 2E4

09 COLLATERAL CLASSIFICATION ADDRESS
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED NATURALITY DATE

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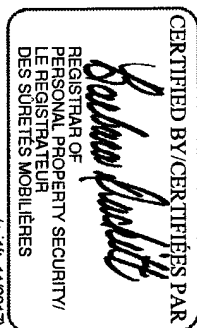
11 MOTOR YEAR MAKE MODEL V.I.N.
 VEHICLE

12 GENERAL COLLATERAL DESCRIPTION
 REGISTERING AGENT ADDRESS

13 REGISTERING AGENT ADDRESS
 14 REGISTERING AGENT ADDRESS
 15 REGISTERING AGENT ADDRESS
 16 REGISTERING AGENT ADDRESS
 17 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONT INUED...



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 69415376

CHARTER PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 01 001 006 20140314 1408 1862 7379 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME SAPTASHVA SOLAR, S.A.
 ADDRESS 99 PRAIRIE DUNES PLACE CONCORD ONTARIO CORPORATION NO: 001821485
 L4K2E4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ENVIROEN INC.
 ADDRESS 99 PRAIRIE DUNES PLACE CONCORD ONTARIO CORPORATION NO: 003042407
 L4K2E4

08 SECURED PARTY / LIEN CLAIMANT
 ADDRESS 1199403 ONTARIO INC. TORONTO ON M5C 1G8

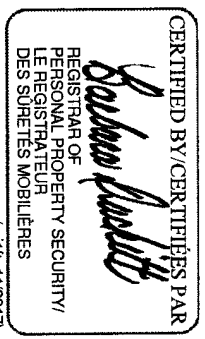
09 COLLATERAL CLASSIFICATION
 10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED
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11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL ALL MATERIALS, EQUIPMENT AND ONTARIO POWER AUTHORITY CONTRACTS,
 14 COLLATERAL TOGETHER WITH REVENUES GENERATED FROM THE FOLLOWING SOLAR PROJECTS
 15 DESCRIPTION (I) 60 KW SOLAR PROJECT AT 40 TUXEDO COURT, TORONTO

16 REGISTERING NEUFELD LEGAL PROFESSIONAL CORPORATION
 17 AGENT ADDRESS 719 CATALINA CRESCENT BURLINGTON ON L7L5B9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 7



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM TO FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 694115376

CHARGE PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SEARCHED NUMBER UNDER PERIOD
 002 006 20140314 1408 1862 7379

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS
 04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME ADDRESS
 07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

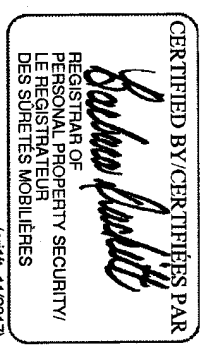
10 COLLATERAL CLASSIFICATION : MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL (P-001698-SPV-130-502, FTI-PR4951V), (II) 50 KW SOLAR PROJECT AT 42
 14 COLLATERAL TUXEDO COURT, TORONTO (F-001700-SPV-130-502, FTI-FEMU21B), (III) 21
 15 DESCRIPTION KW SOLAR PROJECT AT 1445 KINGSTON ROAD, TORONTO

16 REGISTERING ADDRESS
 17 AGENT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 694415376

CHARTER NO. OF PAGES : 003 006
 MOTOR VEHICLE REGISTRATION NUMBER : 20140314 1408 1862 7379
 REGISTRATION PERIOD UNDER :

01 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

02 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

03 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

04 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

05 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

06 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

07 DEBTOR NAME : BUSINESS NAME : ADDRESS :
 DATE OF BIRTH : FIRST GIVEN NAME : INITIAL : SURNAME :
 ONTARIO CORPORATION NO. :

08 SECURED PARTY / LIEN CLAIMANT : ADDRESS :

09 COLLATERAL CLASSIFICATION :
 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED DATE OF MATURITY OR NO. FIXED MATURITY DATE

10 MOTOR VEHICLE AMOUNT : DATE OF MATURITY OR NO. FIXED MATURITY DATE :

11 MOTOR YEAR MAKE : MODEL : V.I.N. :

12 VEHICLE :

13 GENERAL COLLATERAL DESCRIPTION :
 (F-001691-SPV-130-502, FIT-F9ND3MI), (IV) 21 KM SOLAR PROJECT AT 1449 KINGSTON ROAD, TORONTO (F-001692-SPV-130-502, FIT-F3GNE08), (V) 26 KM SOLAR PROJECT AT 1457 KINGSTON ROAD, TORONTO

14 REGISTERING AGENT : ADDRESS :

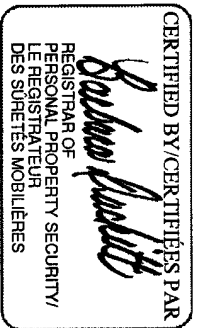
15 REGISTERING AGENT : ADDRESS :

16 REGISTERING AGENT : ADDRESS :

17 REGISTERING AGENT : ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.***

CONTINUED...



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 694415376

CHARGEON PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 004 006 20140314 1408 1862 7379

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02 DEBTOR BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 04 ADDRESS ONTARIO CORPORATION NO.

DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 05 DEBTOR BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09 ADDRESS

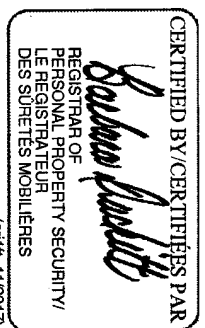
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 10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL (F-001693-SPV-130-502, FIT-F9MWKXX), (VI) 18 KW SOLAR PROJECT AT 1463
 14 COLLATERAL KINGSTON ROAD, TORONTO (F-001694-SPV-130-502, FIT-FP0Z020), (VII) 26
 15 DESCRIPTION KW SOLAR PROJECT AT 1469 KINGSTON ROAD, TORONTO

16 REGISTERING ADDRESS
 17 AGENT

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***
 CONTINUED...



RUN NUMBER : 099
 RUN DATE : 2018/04/09
 ID : 20180409080521.28

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 10
 (6879)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM 1G FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 694415376

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION PERIOD
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 005 006 20140314 1408 1862 7379

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.
 07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
 LIEN CLAIMANT ADDRESS

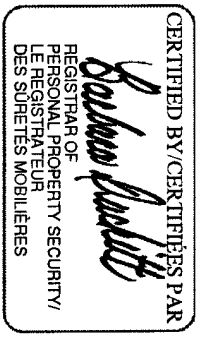
09 COLLATERAL CLASSIFICATION
 10 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL (F-001695-SPV-130-502, FIT-PL0LLOJ), (VIII) 18 KW SOLAR PROJECT AT
 14 COLLATERAL 1475 KINGSTON ROAD, TORONTO (F-001696-SPV-130-502, FIT-PLBB6T7), AND
 15 DESCRIPTION (IX) 26 KW SOLAR PROJECT AT 1481 KINGSTON ROAD, TORONTO

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



RUN NUMBER : 099
 RUN DATE : 2018/04/09
 ID : 20180409080521.28

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 11
 (6880)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

FORM ID FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
 694415376

01 CHARTER PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 006 006 20140314 1408 1862 7379

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

03 DEBTOR BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

05 DEBTOR BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

06 DEBTOR BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

07 DEBTOR BUSINESS NAME ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

09 COLLATERAL CLASSIFICATION: ADDRESS

10 COLLATERAL CLASSIFICATION: CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF NO FIXED MATURETY OR MATURETY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL (P-001684-SPV-130-502, FIT-FN7L15H)

14 COLLATERAL DESCRIPTION

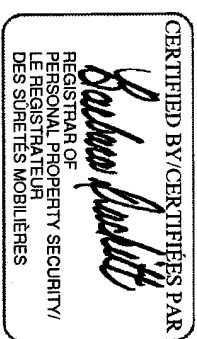
15 REGISTERING ADDRESS

16 AGENT ADDRESS

17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...



RUN NUMBER : 099
 RUN DATE : 2018/04/09
 ID : 20180409080521.28

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

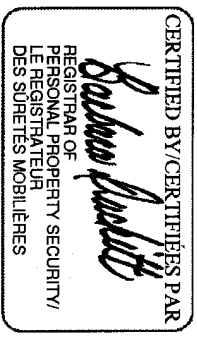
REPORT : PSSR060
 PAGE : 12
 (6881)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SAPTASHVA SOLAR, S.A.
 FILE CURRENCY : 08APR 2018

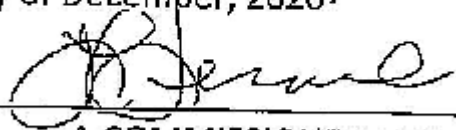
INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
724500144	20170131	1614	1862	6788
700541514	20141008	1219	1862	2487
694415376	20140314	1408	1862	7379

3 REGISTRATIONS(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



This is Exhibit F referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020.



A COMMISSIONER, ETC.
Larry J. Levine, QC

**VIA EMAIL & REGISTERED MAIL**

May 2, 2017

Saptashva Solar, S.A.
Calle Goya, 41 – Piso 5D
Madrid, Spain 28001

Saptashva Solar, S.A.
c/o EnviroEn Inc.
99 Prairie Dunes Place
Concord, ON L4K 2E4

Attn: Mr. J. Kumar**Attn: Harshal Gunde****Re: Solar Projects**

Dear Messrs. J. Kumar and H. Gunde,

We are legal counsel for Gulu Thadani, 1199403 Ontario Inc., 127442 Ontario Inc., and 1034523 Ontario Ltd. (collectively known as the "**Creditors**").

The Creditors have extended financing to Saptashva Solar, S.A. ("**Saptashva**") pursuant to the September 2014 Repair Agreement, Loan Agreement, and a Supplementary Loan Agreement dated June 15, 2105. On September 30, 2016, a demand for payment was sent to Saptashva and EnviroEn Inc. ("**EnviroEn**") from Neufeld Legal Professional Corporation on behalf of the Creditors along with several follow up notices. Although our client has received numerous promises of payment, including the promise of \$100,000 last week, the indebtedness remains outstanding.

Please be advised that the Creditors are now enforcing the security agreements. In that regard, our client will be taking possession of the following solar projects on May 18, 2017 unless payment is received on or before May 17, 2017 as outlined below:

1. the 60 kW solar project at 40 Tuxedo Court (F-001698-SPV-130-502; FIT-FR4951V);
2. the 50 kW solar project at 42 Tuxedo Court (F-001700-SPV-130-502, FIT-FEMUZ1B);
3. the 21 kW solar project at 1445 Kingston Road (F-001691-SPV-130-502, FIT-F9ND3MI);
4. the 21 kW solar project at 1449 Kingston Road (F-001692-SPV-130-502, FIT-F3GNE08);
5. the 26 kW solar project at 1457 Kingston Road (F-001693-SPV-130-502, FIT-F9MVKXX);
6. the 18 kW solar project at 1463 Kingston Road (F-001694-SPV-130-502, FIT-FF0Z020);
7. the 26 kW solar project at 1469 Kingston Road (F-001695-SPV-130-502, FIT-FLQLLQJ);
8. the 18 kW solar project at 1475 Kingston Road (F-001696-SPV-130-502, FIT-FL8B6T7);
- and,
9. the 26 kW solar project at 1481 Kingston Road (F-001684-SPV-130-502, FIT-FN7L15H).
(Collectively known as the "**Projects**")



As of May 2, 2017, the total outstanding Indebtedness relating to the loans and outstanding rooftop lease payments, are as follows:

Indebtedness	Amount
Initial Loan / Solar Repair Agreement – Principal	\$ 450,000.00
Initial Loan / Solar Repair Agreement – Interest	\$ 183,896.95
Supplementary Loan – Principal	\$ 67,037.04
Supplementary Loan – Interest	\$ 27,286.79
Outstanding rooftop lease payments from Kingston Road	\$ 18,080.00
Interest from outstanding rooftop lease payments from Kingston Road	\$ 3,431.89
Outstanding rooftop lease payments from Tuxedo Court	\$ 5,493.00
Interest from outstanding rooftop lease payments from Tuxedo Court	\$ 307.71
Legal Expenses to which you are contractually responsible for	\$ 100,000.00
Total	\$855,533.38

Interest relating to the Initial Loan and the Supplementary Loan are calculated as follows:

- From the date that the funds were advanced, up to, but not including, the date of the default, the interest is calculated using the rate of the Prime Rate of interest of the Royal Bank of Canada plus nine percent (9%), calculated on a daily compounded basis; and,
- From the date of default up to and including May 2, 2017, the interest is calculated using the rate of the Prime Rate of interest of the Royal Bank of Canada plus fifteen percent (15%), calculated on a daily compounded basis.

Interest relating to the outstanding roof payments are calculated as follows:

- From the date that the funds were owed, up to, but not including, the date notice of default was provided, the interest is calculated using the rate of the Prime Rate of interest of the Royal Bank of Canada plus nine percent (9%) for commercial loans in Toronto on an annually compounded basis; and,
- From the date of default up to and including May 2, 2017, the interest is calculated using the rate of the prime rate quoted by the Royal Bank of Canada for commercial loans in Toronto plus fifteen percent (15%) on an annually compounded basis.

Please note that to date the legal expenses incurred by our client, to which you are contractually responsible for, exceeds \$100,000. However, our client is willing to limit the recovery of its legal expenses to \$80,000 if payment is made in full on or before May 17, 2017, or \$100,000 if payment is made in accordance with the payment plan set out below. Please indicate, in writing, which payment option you will choose.



Option 1:

Payment made in full, including \$80,000 in legal fees, in the amount of \$835,533.38 paid in trust to *Omar Ha-Redeye Professional Corporation* on or before **May 17, 2017**.

Option 2:

Payment made in accordance of the payment plan set out below, including \$100,000 in legal fees paid in trust to *Omar Ha-Redeye Professional Corporation*.

<u>Payment Amount</u>	<u>Date payment is to be made</u>
\$100,000.00	May 12, 2017
\$150,000.00	May 22, 2017
\$150,000.00	May 29, 2017
\$150,000.00	June 5, 2017
\$150,000.00	June 12, 2017
\$155,533.38	June 19, 2017

If a payment option is not selected on or before **May 12, 2017**, or if a payment is missed, our client will be taking possession of solar projects listed above on May 18, 2017, without further notice. Accordingly, we enclose herewith a notice of intention to enforce security pursuant to the *Bankruptcy and Insolvency Act*.

In addition to the above, the Creditors reserve the right to act before May 17, 2017 as necessary if, for example, the Creditors consider the property under its security to be in peril.

Please contact us if you have any further questions.

Yours truly,

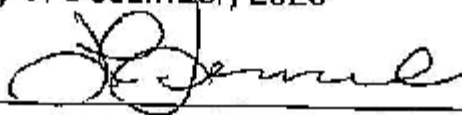
Omar Ha-Redeye

Omar Ha-Redeye

OH/dm

cc Client

This is Exhibit **G** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

Form 86

Notice of Intention to Enforce a Security
(Rule 124)

To: Saptashva Solar, S.A. (“**Saptashva**”), Enviroen Inc. (“**Enviroen**”) and Harshal Gunde (“**Harshal**”)

Take notice that:

1. 119403 Ontario Inc., a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - a. All materials, equipment and Ontario Power Authority Contracts, together with revenues generated from the following solar projects:
 - i. 60 KW SOLAR PROJECT AT 40 TUXEDO COURT, TORONTO (F-001698-SPV-130-502, FIT-FR4951V);
 - ii. 50 KW SOLAR PROJECT AT 42 TUXEDO COURT, TORONTO (F-001700-SPV-130-502, FIT-FEMUZ1B);
 - iii. 21 KW SOLAR PROJECT AT 1445 KINGSTON ROAD, TORONTO (F-001691-SPV-130-502, FIT-F9ND3MI);
 - iv. 21 KW SOLAR PROJECT AT 1449 KINGSTON ROAD, TORONTO (F-001692-SPV-130-502, FIT-F3GNE08);
 - v. 26 KW SOLAR PROJECT AT 1457 KINGSTON ROAD, TORONTO (F-001693-SPV-130-502, FIT-F9MVKXX);
 - vi. 18 KW SOLAR PROJECT AT 1463 KINGSTON ROAD, TORONTO (F-001694-SPV-130-502, FIT-FF0Z020);
 - vii. 26 KW SOLAR PROJECT AT 1469 KINGSTON ROAD, TORONTO (F-001695-SPV-130-502, FIT-FLQLLQJ);
 - viii. 18 KW SOLAR PROJECT AT 1475 KINGSTON ROAD, TORONTO (F-001696-SPV-130-502, FIT-FL8B6T7); and,
 - ix. 26 KW SOLAR PROJECT AT 1481 KINGSTON ROAD, TORONTO (F-001684-SPV-130-502, FIT-FN7L15H);
 - b. All Intangibles, Proceeds, Books & Records, Equipment, Inventory, Real Estate and Other Property as such terms are defined in the general security agreement of September 2014, granted by Saptashva and Enviroen in favour of 1199403 Ontario Inc.; and,
 - c. All debts, accounts, choses in action, claims, demands, and moneys now due or owing or accruing due or owing to Saptashva and all books or books of record and otherwise, together with all papers, documents and wirings relating thereto, granted by Saptashva and Enviroen in favour of 1199403 Ontario Inc.

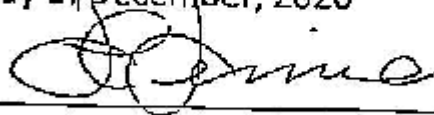
2. The security that is to be enforced is in the form of the security agreement referred to in section 1 herein.
 - a. Fs (Provide particulars of the security.)
3. The total amount of indebtedness secured by the security is as set out in a letter from Fleet Street Law to Saptashva and Enviroen dated May 2, 2017.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Toronto, this May 2, 2017.

1199403 Ontario Inc.
By its lawyers, Omar Ha-Redeye Professional
Corporation

Per: *Omar Ha-Redeye*
Omar Ha-Redeye
Telephone: 416-546-7412

This is Exhibit **H** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.

Larry J. Levine, QC



VIA EMAIL & REGULAR MAIL

June 16, 2017

Saptashva Solar, S.A.
Calle Goya, 41 – Piso 5D
Madrid, Spain 28001

Saptashva Solar, S.A.
c/o EnviroEn Inc.
99 Prairie Dunes Place
Concord, ON L4K 2E4

Attn: Mr. J. Kumar

Attn: Harshal Gunde

Re: Solar Projects

Dear Messrs. J. Kumar and H. Gunde,

As you aware we are legal counsel for Gulu Thadani, 1199403 Ontario Inc., 127442 Ontario Inc., and 1034523 Ontario Ltd. (collectively known as the “**Creditors**”).

Further to our letter dated June 6, 2017, to which no response was received, the Creditors are exercising their rights under the General Security Agreement and realizing on their security.

In that regard, our client will be immediately taking possession of the following solar projects, including but not limited to, all related Feed-In Tariff contracts:

1. the 60 kW solar project at 40 Tuxedo Court (F-001698-SPV-130-502; FIT-FR4951V);
2. the 50 kW solar project at 42 Tuxedo Court (F-001700-SPV-130-502, FIT-FEMUZ1B);
3. the 21 kW solar project at 1445 Kingston Road (F-001691-SPV-130-502, FIT-F9ND3MI);
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5. the 26 kW solar project at 1457 Kingston Road (F-001693-SPV-130-502, FIT-F9MVKXX);
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7. the 26 kW solar project at 1469 Kingston Road (F-001695-SPV-130-502, FIT-FLQLLQJ);
8. the 18 kW solar project at 1475 Kingston Road (F-001696-SPV-130-502, FIT-FL8B6T7);
- and,
9. the 26 kW solar project at 1481 Kingston Road (F-001684-SPV-130-502, FIT-FN7L15H).
(Collectively known as the “**Projects**”)

Please contact us if you have any further questions.

Yours truly,

Omar Ha-Redeye

Omar Ha-Redeye

OH/dm

This is Exhibit I referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020 .

A handwritten signature in black ink, appearing to read "Larry J. Levine", written over a horizontal line.

A COMMISSIONER, ETC.

Larry J. Levine, QC

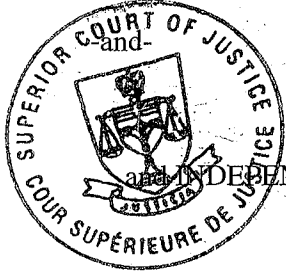
ONTARIO
SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

Plaintiffs

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI



SAPTASHVA SOLAR S.A., ENVIROEN INC.,
HARSHAL GUNDE, TORONTO HYDRO-ELECTRIC SYSTEM LIMITED.,
INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER AUTHORITY)

Defendants

NOTICE OF ACTION

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the statement of claim served with this notice of action.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this notice of action is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$ 400 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount

claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

DATE: June 27, 2017

Issued by:


Local Registrar
G. Irwin
Registrar

Address of
Court office:

Superior Court of Justice
Bankruptcy / Commercial Courts
330 University Avenue
7th Floor
Toronto, ON M5G 1R7

TO: Saptashva Solar, S.A.
Calle Goya, 41 – Piso 5D
Madrid, Spain 28001

AND TO: EnviroEn Inc.
99 Praire Dunes Place
Concord, ON L4K 2E4

Harshal Gunde
99 Prairie Dunes Place
Concord, ON L4K 2E5

Toronto Hydro-Electric System Limited.
14 Carlton Street
Toronto, ON M5B 1K5

Independent Electricity System Operator
120 Adelaide Street West Suite 1600
Toronto, ON M5H 1T1

CLAIM

The plaintiff's claim is for

1. as against the Defendants, Saptashva Solar S.A. ("**Saptashva**") and Harshal Gunde ("**Harshal**") for relief in respect to outstanding loans;

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and- SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL
GUNDE, TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR.
Defendants

Court File No. CV-17-11854-00

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

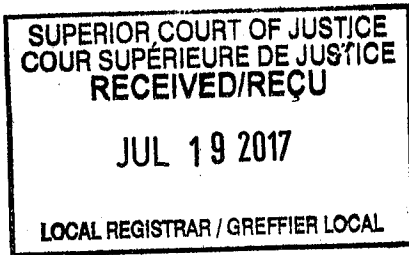
NOTICE OF ACTION

OMAR HA-REDEYE
Omar Ha-Redeye Professional Corporation
526 Richmond Street East
Toronto, Ontario M5A 2Y8

Email: Omar@FleetStreetLaw.com
Tel: (416) 546-7412
Fax: (416) 546-7412

rev LSCC: 60456R

Lawyer for the Plaintiffs
1199403 Ontario Inc.,
1274442 Ontario Inc.,
134523 Ontario Ltd.
and Gulu Thadani



CL
Court File No. CV-17-11854-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

Plaintiffs

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER
AUTHORITY)

Defendants

STATEMENT OF CLAIM

Notice of action issued on (June 27, 2017)

1. The Plaintiffs, 1199403 Ontario Inc. (“119 Co”), 1274424 Ontario Inc. (“127 Co”) and Gulu Thadani (“Gulu”), claim:
 - a) as against the Defendants, Saptashva Solar S.A. (“Saptashva”) and Harshal Gunde (“Harshal”) in respect of the First Loan and Supplementary Loan (defined below), for the following relief:
 - i. \$450,000.00, plus interest and costs at the contract rate, in respect to the First Loan (Defined below);
 - ii. \$67,073.14, plus interest and costs at the contract rate, in respect to the Supplementary Loan (Defined below);
 - iii. an order that 127 Co be given immediate possession of the Tuxedo No. 2 Project (defined below);
 - iv. an order that 127 Co be given immediate possession of all material, equipment, Independent Electricity System Operator (“IESO”), the successor entity to the Ontario Power Authority, contracts and revenue related to the Tuxedo No. 2 Project;

- v. an order that 103 Co be given immediate possession of the Kingston Project (defined below);
 - vi. an order that 103 Co be given immediate possession of all material, equipment, Ontario Power Authority contracts and revenue related to the Kingston Project;
 - vii. an order for the issuance of a Writ of Possession against the Tuxedo No. 2 Project and the Kingston Project;
 - viii. an order for Saptashva to turn over all documents relating to the revenue and regulatory compliance of the Solar Projects (defined below);
 - ix. pre-judgment and post-judgement interest thereon pursuant to The Courts of Justice Act;
 - x. costs of these proceedings; and,
 - xi. such further and other relief as to this Honourable Court may seem just.
- b) as against the Defendants, Saptashva, Harshal and EnviroEn Inc. (“**EnviroEn**”) in respect of the Project Deficiencies (defined below) for the following relief:
- i. \$1,080,000.00, representing the deficiency in revenues from those amounts that were guaranteed by the Defendants over a 20 year period;
 - ii. pre-judgment and post-judgement interest thereon pursuant to The Courts of Justice Act;
 - iii. costs of these proceedings; and,
 - iv. such further and other relief as to this Honourable Court may seem just.

2. The Plaintiffs, 127 Co and Gulu, claim:

- a) as against the Defendants, Saptashva and Harshal in respect of the unpaid Tuxedo No. 2 Rent (defined below), for the following relief:
- i. \$5,493.00, plus interest at the contract, in respect of unpaid rent in relation to the Tuxedo No. 2 Project;
 - ii. pre-judgment and post-judgement interest thereon pursuant to The Courts of Justice Act;
 - iii. costs of these proceedings; and,
 - iv. such further and other relief as to this Honourable Court may seem just.
- b) as against the Defendant Saptashva in respect to breach of the Service Agreement (defined below), for the following relief:

- i. \$500,000.00, representing the estimated cost to clean, repair and perform the required maintenance of the Service Agreement over the lifespan of the solar project;
 - ii. pre-judgment and post-judgement interest thereon pursuant to The Courts of Justice Act;
 - iii. costs of these proceedings; and,
 - iv. such further and other relief as to this Honourable Court may seem just.
3. The Plaintiffs, 1034523 Ontario Ltd. (“103 Co”) and Gulu Thadani (“Gulu”), claim:
 - a) as against the Defendants, Saptashva and Harshal in respect of the unpaid Kingston Rent (defined below), for the following relief:
 - i. \$18,080.00, plus interest at the contract rate, in respect of unpaid rent in relation to the Kingston Project;
 - ii. pre-judgment and post-judgement interest thereon pursuant to The Courts of Justice Act;
 - iii. costs of these proceedings; and,
 - iv. such further and other relief as to this Honourable Court may seem just.
4. The Plaintiffs, 110 Co, 127 Co and 103 Co, claim:
 - a) as against the Defendants, Saptashva and EnviroEn Inc. (“EnviroEn”) in respect of damage to the Structures (defined below) caused by the Solar Projects (defined below) for the following relief:
 - i. \$200,000.00, representing the damaged caused to the rooftop surface of the structures and the interior damaged caused by water penetration;
 - ii. pre-judgment and post-judgement interest thereon pursuant to The Courts of Justice Act;
 - iii. costs of these proceedings; and,
 - iv. such further and other relief as to this Honourable Court may seem just.
5. The Plaintiffs claim against the Defendants, Toronto Hydro-Electric System Limited and Independent Electricity System Operator (a.k.a. Ontario Power Authority) for:
 - i. An Order that these Defendants deliver to the lawyers for the Plaintiffs true complete copies of the FIT Contracts between these Defendants and the Co-Defendants, Saptashva Solar, S.A., Enviroen Inc. and Harshal Gunde with respect to the solar projects referred to in paragraphs 15 – 18 hereof;

- ii. An Order that the revenues from the said solar projects heretofore paid to the Co-Defendants, Saptashva Solar, S.A., Enviroen Inc., and Harshal Gunde be henceforth paid to the Plaintiffs;
- iii. Costs of these proceedings;
- iv. Such further and other relief as to this Honourable Court may seem just.

The Plaintiffs

6. The Plaintiff, 119 Co, is an Ontario corporation conducting business in the province of Ontario.
7. The Plaintiff, 127 Co, is an Ontario corporation, with its principal function being the ownership of the real estate and structures situated at 20, 40 and 42 Tuxedo Court, Toronto, Ontario.
8. The Plaintiff, 103 Co, is an Ontario corporation, with its principal function being the ownership of the real estate and structures situated at 1445, 1449, 1457, 1463, 1469, 1475 and 1481 Kingston Road.
9. The Plaintiff, Gulu, is a resident of the City of Toronto in the province of Ontario and is the president and principal shareholder in each of 119 Co, 127 Co, and 103 Co.

The Defendants

10. The Defendant, Saptashva, is a Spanish corporation (société anonyme) that is extra-provincially registered in the Province of Ontario with offices in Madrid, Spain and Concord, Ontario.
11. The Defendant, EnviroEn is a federal corporation with its principal office in Concord, Ontario. EnviroEn acts as the representative for Saptashva in Canada and does work on their Canadian contacts. EnviroEn and is owned by Harshal.
12. The Defendant, Harshal, is a resident of the Concord, Ontario and the president of EnviroEn and a director of Saptashva.
13. The Defendant, Independent Electricity System Operator (“**IESO**”), is not-for-profit corporate entity established in 1998 by the *Electricity Act* of Ontario. Through amendments to the *Electricity Act*, the operations of the IESO and the Ontario Power Authority (“**OPA**”) were merged on January 1, 2015. The IESO manages and administers the revenue generated from the Solar Projects.
14. The Defendant, Toronto Hydro-Electric System Limited (“**Toronto Hydro**”), provides the means to connect the Solar Projects to the electrical grid in order to generate revenue.

The Solar Projects

15. 127 Co is the owner of the solar projects, real estate and structures of:
 - a) The 160 kW solar project at 20 Tuxedo Court, Toronto, Ontario (F-001697-SPV-130-502; FIT-FLDP3PT). (the “**Tuxedo No. 1 Project**”)

16. Saptashva is the owner of the solar projects and 127 Co is the owner of the real estate and structures of:
 - a) the 60 kW solar project at 40 Tuxedo Court, Toronto, Ontario (F-001698-SPV-130-502; FIT-FR4951V); and,
 - b) the 50 kW solar project at 42 Tuxedo Court, Toronto, Ontario (F-001700-SPV-130-502, FIT-FEMUZ1B). (Collectively known as the “**Tuxedo No. 2 Project**”)

17. Saptashva is the owner of the solar projects and 103 Co is the owner of the real estate and structures of:
 - a) the 21 kW solar project at 1445 Kingston Road, Toronto (F-001691-SPV-130-502, FIT-F9ND3MI);
 - b) the 21 kW solar project at 1449 Kingston Road, Toronto (F-001692-SPV-130-502, FIT-F3GNE08);
 - c) the 26 kW solar project at 1457 Kingston Road, Toronto (F-001693-SPV-130-502, FIT-F9MVKXX);
 - d) the 18 kW solar project at 1463 Kingston Road, Toronto (F-001694-SPV-130-502, FIT-FF0Z020);
 - e) the 26 kW solar project at 1469 Kingston Road, Toronto (F-001695-SPV-130-502, FIT-FLQLLQJ);
 - f) the 18 kW solar project at 1475 Kingston Road, Toronto (F-001696-SPV-130-502, FIT-FL8B6T7); and,
 - g) the 26 kW solar project at 1481 Kingston Road, Toronto (F-001684-SPV-130-502, FIT-FN7L15H). (Collectively known as the “**Kingston Project**”)

18. 119 Co was the owner of the solar projects, real estate and structures of:
 - a) The 210 kW solar project at 31-35 St. Dennis Drive, Toronto, Ontario (F-001699-SPV-130-502; FIT-FNUFXFU). (the “**St. Dennis Project**”)

Background

19. The Plaintiffs and the Defendants entered into a number of contracts and agreements (collectively known as the “**Solar Agreements**”) with the purpose of facilitating the construction of eleven (11) rooftop solar projects (collectively known as the “**Solar Projects**”).

20. Upon completion of the Tuxedo No. 2 Project and the Kingston Project (“**Rental Projects**”) Saptashva was to pay “rent” to 127 Co and 103 Co respectively. Saptashva operates, maintains and collects revenue from the Rental Projects. The ownership of the Rental Projects was to remain with Saptashva unless they were found in default of their financial obligations.

21. Upon completion of the St. Dennis Project and Tuxedo No. 1 Project ownership were to be transferred to 119 Co and 127 Co respectively.

22. In late 2016 the St. Dennis Project, along with the associated real estate and structures, were sold to an unrelated third party. Up until the sale of the St. Dennis Project, 119 Co operated, maintained and collected revenue from the St. Dennis Project.
23. 127 Co operates, maintains and collects revenue from the Tuxedo No. 1 Project.

The Major Event

24. In January of 2014, a wind-related incident caused significant equipment and structural damage to the St. Dennis Project and the underlying building (the "**Major Event**").
25. As a result of the Major Event and the St. Dennis Project having not been fully transferred to 119 Co, but instead still being under control of Saptashva, an arrangement was made between Saptashva and 119 Co to effect the necessary repairs (the "**Solar Repair Agreement**").

The First Loan

26. On September 23rd, 2014 and in furtherance of the actions required under the Solar Repair Agreement, 119 Co, 127 Co and Gulu did undertake to loan certain necessary funds to Saptashva in order to facilitate those repairs and other ongoing costs to Saptashva, which they had not necessarily budgeted for, with a base amount advanced of \$450,000 (the "**First Loan**").
27. The Solar Repair Agreement also required Saptashva to pay interest on the First Loan, all costs associated or arising therewith (including legal and engineering costs) and all corrective costs associated with the St. Dennis Project and the underlying building that were not covered by insurance.
28. Along with the financial obligations of the First Loan, Saptashva was required to undertake certain reporting obligations, including but not limited to:
 - a) provide information as stipulated in the Solar Repair Agreement; and,
 - b) remit into the law firm's escrow account all revenue in excess of its financing obligation to banks, equipment and services costs, stipulated in Schedule 1 of the Solar Repair Agreement.
29. The First Loan set variable interest rate of the Prime Rate of the Royal Bank of Canada plus Nine Percent (9%), unless in the event of Default, then the interest rate was to be increased to the Prime Rate of the Royal Bank of Canada plus Fifteen Percent (15%).
30. The First Loan provided a general security agreement as to all of Saptashva's Canadian interest and properties.
31. To date no payments have been made towards the First Loan and reporting obligations have not been completed.

The Supplementary Loan

32. On June 15, 2015, Saptashva entered into a loan agreement with 119 Co for \$67,037.04, which was payable with interest and costs (the "**Supplementary Loan**").

33. Along with the financial obligations of the Supplementary Loan, Saptashva was required to undertake certain reporting obligations, including but not limited to:
 - a) provide information as stipulated in the Solar Repair Agreement;
 - b) remit into the law firm's escrow account all revenue in excess of its financing obligation to banks, equipment and services costs, stipulated in Schedule 1 of the Solar Repair Agreement;
 - c) remit all insurance related documentation as stipulated in the Supplementary Loan; and,
 - d) provide immediate updates of the state of repair, insurance matters, financing matters and banking transactions.
34. The Supplementary Loan set the interest rate of the Prime Rate of the Royal Bank of Canada plus Nine Percent (9%), unless in the event of Default, then the interest rate shall be increased to the Prime Rate of the Royal Bank of Canada plus Fifteen Percent (15%).
35. The Supplementary Loan provided further security
 - a) a general security agreement as to all of Saptashva's Canadian interest and properties;
 - b) the postponement of all Saptashva's creditors to the Supplementary Lenders; and,
 - c) the transference upon default of the Kingston Project to 119 Co.
36. To date no payments have been made towards the Supplementary Loan and reporting obligations have not been completed.

The Lease Agreements

37. Saptashva entered into a twenty (20) year rooftop lease agreement with 103 Co to facilitate the installation and operation of the Kingston Project (the "**Kingston Lease Agreement**"). Saptashva was to pay, in equal monthly installments, in advance, an annual gross rent of Twelve Thousand Dollars (\$12,000.00) per year, increasing by Two Percent (2%) per annum, until it reaches Sixteen Thousand Dollars (\$16,000.00), after which the gross rent was to remain at Sixteen Thousand Dollars (\$16,000.00) until the end of the Twenty (20) year lease period. Payment was to commence upon completion of the Kingston Project. (the "**Kingston Rent**")
38. Saptashva entered into a twenty (20) year rooftop lease agreement with 127 Co to facilitate the installation and operation of the Tuxedo No. 2 Project (the "**Tuxedo No. 2 Lease Agreement**"). Saptashva was to pay, in equal monthly installments, in advance, the greater of an annual gross rent of Seven Thousand Dollars (\$7,000.00) per year or Eight Percent (8%) of the annual revenue from the Tuxedo No. 2 Project pursuant to the FIT Contracts. Payment was to commence upon completion of the Tuxedo No. 2 Project. (the "**Tuxedo No. 2 Rent**")

The Personal Guarantee

39. In August of 2014, Harshal made an unconditional personal guarantee of all obligations arising from the Solar Agreements to 119 Co and Gulu, including the First Loan, Supplementary Loan, Kingston Rent, and Tuxedo No. 2 Rent, as security for the outstanding indebtedness and responsibilities of Saptashva.

PPSA Registration

40. 119 Co did make a registration pursuant to the *Personal Property Security Act* (Ontario) (“PPSA”) with respect to all security, including material, equipment, Ontario Power Authority contracts and revenues from the Tuxedo No. 2 Project and Kingston Road Project.

Solar Project Deficiencies

41. Performance guarantees, which guarantee a minimum amount of power generation from the solar panels, were provided to the Plaintiffs.
42. Performance guarantees are an industry standard necessary to determine if a project will be profitable.
43. The Defendants were notified, in writing, on April 25, 2016, that the Tuxedo No 1 Project was substantially underperforming, resulting in a revenue shortfall (the “**Project Deficiencies**”).
44. The Tuxedo No 1 Project included a twenty (20) year warranty from Saptashva, provided as a component part of the Purchase Price at no additional cost.
45. Together with the twenty (20) year warranty mentioned above, an operation and maintenance agreement was made between Saptashva and 127 Co that provides twenty (20) years of operational and maintenance services for the PV Contracts and the equipment that facilitates same.
46. To date, no corrective measures have been taken by any of the Defendants to rectify, or attempt to rectify, the performance issues associated with the Tuxedo No 1 Project.

Service Agreement

47. The Defendant, Saptashva, and the Plaintiff, 127 Co., entered into a twenty (20) service agreement (the “**Service Agreement**”) where Saptashva was to maintain all aspects of the Tuxedo No. 1 Project, including providing a twenty (20) year, all inclusive, warranty.
48. The Tuxedo No. 1 Project is not being maintained and, as a result, a significant portion of the Tuxedo No. 1 Project is malfunctioning.

Damage to Structures

49. The Solar Projects were attached to the structures using anchors, bolts and other fasteners (the “**Fasteners**”) at 20 Tuxedo Court, 40 Tuxedo Court, 42 Tuxedo Court, 1445 Kingston Road, 1449 Kingston Road, 1457 Kingston Road, 1463 Kingston Road, 1469 Kingston Road, 1475 Kingston Road and 1481 Kingston Road (the “**Structures**”). During the installation of the Solar Projects, the Fasteners pierced the rooftop’s waterproofing membrane.

50. The Defendants, Saptashva and EnviroEn, were responsible to regularly inspect and maintain the Solar Projects, including the roof surface where the Fasteners pierced the rooftop's waterproofing membrane.
51. The Solar Projects are not being regularly inspected and maintained, resulting in damage to the Solar Projects and Structures.

Default Background

52. In anticipation to the maturation of all amounts due to the Plaintiffs as set forth in paragraphs 1-3 on September 30, 2016, former legal counsel to the Plaintiffs did forward correspondence to the Defendants to address said payments together with other outstanding issues, on June 8, 2016, July 4, 2016, August 31, 2016, September 14, 2016 and September 26, 2016.
53. As of September 30, 2016, payment has not been received from the Defendants in furtherance of the correspondence of September 26, 2016, nor has confirmation been provided as to the initiation of a wire transfer in furtherance thereof.
54. Following the close of business on September 30, 2016, the Plaintiffs formally demanded repayment of all outstanding amounts by delivering notices of demand on the Defendants (the "**Demand Notices**"). Each of the Demand Notices made clear that if the full amount of indebtedness owed to the Plaintiffs was not repaid by October 3, 2016, the Plaintiffs would take whatever steps necessary to enforce its rights under the securities.
55. Following the close of business on September 30, 2016, the Plaintiffs' representatives also served Notices of intention in respect of outstanding indebtedness owed to the Plaintiffs, pursuant to the provisions of the Bankruptcy and Insolvency Act (the "**BIA Notices**").
56. Subsequent to the Demand Notices and BIA Notices, Harshal, on behalf of all of the Defendants, promised to issue significant payments towards of the Initial Loan, Supplementary Loan, and outstanding rent payments.
57. As of May 2, 2017, none of the Defendants repaid any of the amounts outstanding.
58. Following the close of business on May 2, 2017, the Plaintiffs delivered a second demand for repayment of all outstanding amounts by delivering notices of demand on the Defendants (the "**Second Demand Notices**"). Each of the Second Demand Notices made clear that if the full amount of indebtedness owed to the Plaintiffs was not repaid by May 17, 2017 or if the Defendants refuse to enter into an interest free payment plan by May 12, 2017, the Plaintiffs would take whatever steps necessary to enforce its rights under the securities.
59. Following the close of business on May 2, 2017, the Plaintiffs' representatives also served, for a second time, Notices of intention in respect of outstanding indebtedness owed to the Plaintiffs, pursuant to the provisions of the Bankruptcy and Insolvency Act (the "**Second BIA Notices**").
60. As of June 27, 2017, none of the Defendants repaid any of the amounts outstanding following delivery of the Second Demand Notices and the Second BIA Notices.
61. As at the date of issuing this claim, all outstanding amounts remain in default. Pursuant to the terms of each loan and the associated agreements, the Defendants are liable to pay the amount of indebtedness under the loans, plus the stipulated rate of interests, the legal, receiver and other

professional fees that are incurred by the Plaintiffs until the date that the outstanding amounts are repaid in full.

62. As a consequence of the default on the part of the Defendants, Saptashva Solar S. A., Enviroen Inc., and Harshal Gunde, and after providing appropriate notice, the Plaintiffs have taken possession of the solar projects referred to in paragraphs 15 - 18, above. The Plaintiffs have requested that the Defendants, Toronto Hydro-Electric System Limited and Independent Electricity System Operator (a.k.a. Ontario Power Authority), recognize the entitlement of the Plaintiffs to the revenue streams under the FIT Contracts between those Defendants and the Defendants, Saptashva Solar, S. A., Enviroen Inc. and Harshal Gunde. The Defendants, Toronto Hydro-Electric System Limited and Independent Electricity System Operator (a.k.a. Ontario Power Authority), through counsel, have refused to comply with such requests or to provide copies of the said FIT Contracts, all without lawful excuse.
63. The Plaintiffs ask that this action be tried at the City of Toronto, in the Province of Ontario

DATE OF ISSUE:

**Omar Ha-Redeye Professional
Corporation**
526 Richmond Street East
Toronto, Ontario M5A 2Y8

Omar Ha-Redeye
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Lawyer for the Plaintiffs,
1199403 Ontario Inc.,
1274442 Onatrio Inc.,
134523 Ontario Ltd.
and Gulu Thadani

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and- SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A.
ONTARIO POWER AUTHORITY)
Defendants

Court File No. CV-17-11854-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

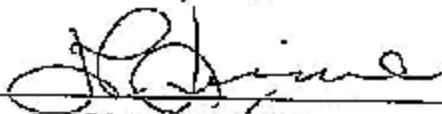
OMAR HA-REDEYE
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Fax: (416) 546-7412

LSUC 60456R

Lawyer for the Plaintiffs
1199403 Ontario Inc.,
1274442 Onatrio Inc.,
134523 Ontario Ltd.
and Gulu Thadani

This is Exhibit J referred to in the affidavit
of Gulu Thadani Sworn before me, this
18th day of December, 2020



A COMMISSIONER, ETC.

Larry J. Levine, QC

Court File No. CV-17-11854-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE JUSTICE

) FRIDAY, THE 16TH DAY OF

)
) MARCH, 2017



BETWEEN:

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC.,
HARSHAL GUNDE, TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER
AUTHORITY)

Defendants

JUDGMENT

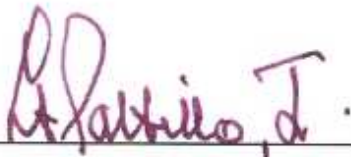
THIS MOTION made by the Plaintiffs, 1199403 Ontario Inc., and Gulu Thadani for partial summary judgment against the Defendant, Harshal Gunde was heard this day at 330 University Avenue, Toronto, Ontario.

UPON READING the Motion Record and Factum and Book of Authorities of the Plaintiffs and hearing the submissions of counsel for the said Plaintiffs, this action having been discontinued against the Defendant, Toronto Hydro-Electric System Limited; no one appearing for the Defendant, Independent Electricity System Operator (aka Ontario Power Authority), although duly served, and the Defendant, Harshal Gunde being noted in default for failure to deliver a Statement of Defence in this action;

1. IT IS ORDERED AND ADJUDGED that the Plaintiffs, 1199403 Ontario Inc., and Gulu Thadani shall have Judgment against the Defendant, Harshal Gunde, in the amount of \$658,000.00 which amount is inclusive of prejudgment interest to the date of this Judgment.

2. AND IT IS ORDERED AND ADJUDGED that the said Plaintiffs shall have post-judgment interest upon the aforesaid amount from the date hereof to the date of payment pursuant to the provisions of the *Courts of Justice Act*.

3. AND IT IS FURTHER ORDERED AND ADJUDGED that the costs of this Motion shall be reserved to the Judge hearing the balance of the issues in this action.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 16 2018

PER / PAR:



1199403 ONTARIO INC., ET AL

- and -

SAPTASHVA SOLAR S.A., et al

Plaintiffs

Defendants

Court File No. CV-17-11854-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

J U D G M E N T

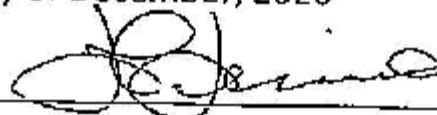
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Fax:(416)546-7412

Omar@Fleetstreetlaw.com

Lawyers for the Plaintiffs

This is Exhibit **KA** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020

A handwritten signature in black ink, appearing to read "Larry J. Levine", written over a horizontal line.

A COMMISSIONER, ETC.
Larry J. Levine, QC

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM JUSTICE

CHIAPPETTA

)
)
)

MONDAY, THIS 3rd DAY OF

DECEMBER, 2018

BETWEEN:

Plaintiffs

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER AUTHORITY)

Defendants

ORDER

THIS MOTION made by the Defendant, Harshal Gunde, for the setting aside of the Default Judgement, dated March 16, 2018 and vacating the Writ of Seizure and Sale dated March 23, 2018, along with a CROSS-MOTION, made by the Plaintiffs 1199404 Ontario Inc., 1274442 Ontario Inc., 1034523 Ontario Ltd. and Gulu Thadani for a stay of execution on the Writ of Seizure and Sale dated March 23, 2018, upon terms and an order for production of documents was heard this day at 330 University Avenue, Toronto, Ontario, M5G 1R7.

UPON READING the Motion Record and Factum and Book of Authorities of the Plaintiffs, and of the Defendant, Harshal Gunde, and hearing the submissions of the counsel for the Plaintiffs, the Defendants Independent Electricity System Operator (aka Ontario Power Authority) and Harshal Gunde; this action having

been discontinued against Toronto Hydro-Electric System Limited; and the Defendants, Saptashva Solar S.A. and Enviroen Inc. being noted in default for failure to deliver a Statement of Defence in this action;

1. IT IS ORDERED that the defendants Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc. shall produce copies of documents listed in the Domestic Content Report "Exhibit D, Table 2 - Designated Activity 6", hereto attached as Schedule "A" within twenty (20) days of this Order in relation to the FIT Contract dated June 7, 2011 (number F-001697-SPV-130-502);
2. IT IS ORDERED that the defendants Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc. any other information and records in their possession or control required by the Independent Electricity System Operator pertaining to the domestic content reporting obligations under the FIT Contract dated June 7, 2011 (number F-001697-SPV-130-502) within ten (10) days of receipt of such request made by the Plaintiffs to the defendants Harshal Gunde, Saptashva Solar S.A. and/or Enviroen Inc;

3. IT IS ORDERED that execution of the Writ of Seizure and Sale, dated March 23, 2018, shall be stayed;

until the return of this matter at 9:30 am before

✓ 4. ~~IT IS ORDERED the above motions are adjourned to _____, and~~
MS Chiappetta on Jan 23, 2019.

✓ 5. IT IS FURTHER ORDERED AND ADJUDGED that the costs of this Motion shall be set in the cause.

Chiappetta

Exhibit D, Table 2 - Designated Activity 6: Mounting systems, where the structural components of the fixed or moving mounting systems have been entirely machined or formed or cast in Ontario. The metal for the structural components may not have been pre-machined outside Ontario, other than peeling/roughing of the part for quality control purposes when it left the smelter or forge. The machining and assembly of the mounting system must have entirely taken place in Ontario (i.e., bending, welding, piercing and bolting).

A	<p>Describe, in a few paragraphs, the process undertaken by the service provider(s) to meet the requirements of this Designated Activity.</p> <p>All extruded components are made by Extrudex in their Vaughan facility; they are subsequently either pierced or cut, drilled and tapped by our fabricator in Toronto (Alpha Tool & Die Manufacturing Inc.). All assembly work are also carried out by Alpha Tool & Die Manufacturing Inc. in Toronto. Aluminium clips (cut from some of the extrusions provided by Extrudex) are pre-assembled and kitted Alpha Tool & Die Manufacturing Inc. in Toronto.</p>
B	<p>Describe all material steps taken by the Supplier to ensure compliance by the service provider(s) to meet the requirements of this Designated Activity.</p> <p>The mounting system was sourced through Kinetic Solar and confirmed that the supplier complied with DC for Solar PV FIT Rules version 1.5.1 Section 6.4(a)(i) and Exhibit D dated April 26, 2011.</p> <p>Visited the manufacturing plant of mounting system.</p>
C	<p>List and provide a brief description of all the documents that will be made available for the OPA, upon the OPA's request, to substantiate this Designated Activity:</p> <ol style="list-style-type: none"> 1. Certificate of domestic content - Alpha Tool & Die Manufacturing Inc. 2. Consent to verify Domestic content - Alpha Tool & Die Manufacturing Inc. 3. Certificate of domestic content - Kinetic Solar 4. Consent to verify Domestic content - Kinetic Solar 5. Certificate of domestic content - Extrudex 6. Consent to verify Domestic content - Extrudex 7. Declaration of Compliance letter - Kinetic Solar 8. Packing lists and Invoices from Kinetic Solar.

If space is not sufficient, please continue in Section 4 - Additional Description Form of the FIT Domestic Content Report.

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and- SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A.
ONTARIO POWER AUTHORITY)

Defendants

Court File No. CV-17-11854-00CL
WRIT FILE NO.: 18- 716

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER

MORRISON LAW
Barristers and Solicitors
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Toronto, Ontario M4W 3R8

Allan Morrison (LSO#: 12070K)

Telephone: (416) 598 0708
Facsimile: (416) 598 7732

Lawyers for the defendant Harshal Gunde

COUNSEL SLIP (COMMERCIAL MOTIONS)

No On List:

Court File No: EV-17-11854

DATE: DEC 03 2018

Title of Proceeding:

119940'S ONTARIO INC ETAL V SAPTASHVA SOLAR S.A.

COUNSEL FOR

Plaintiff(s): Omar Ha-Redeye (416) 546-7412

Applicant(s):

Petitioner(s):

PHONE NO. & FAX

Empty lines for additional contact information.

→ Marshal Grande et al.

COUNSEL FOR

Defendant(s): VIBHU SHARMA

Respondent(s):

416 598 0708

416 598 7732

PHONE NO. & FAX

vibhu@merrisonlaw.ca

Empty lines for additional contact information.

3416 367 6007

716 367 6007

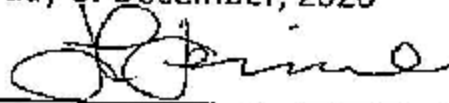
F: 416 367 6799

66-4416-6619

MJ Chiappetta Dec. 3, 2018. Order to go RELIEF SOUGHT:

in accordance with draft signed by me today. The parties shall return before me at 9:30am on Jan 23, 2019. M. Chiappetta

This is Exhibit **KB** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

COURT FILE NO.: CV-17-11854-00CL

WRIT FILE NO.: 18-716

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM JUSTICE)
)
CHIAPPETTA) MONDAY, THIS 7th DAY OF
)
) JANUARY, 2019

BETWEEN:

Plaintiffs



1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER AUTHORITY)

Defendants

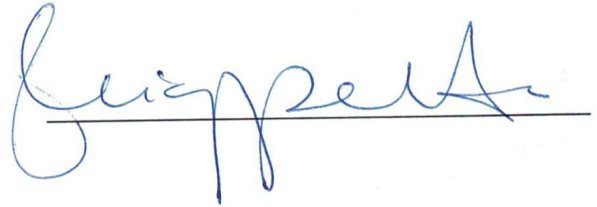
ORDER

THIS MOTION made by the Plaintiffs, for a motion to compel the compliance with the Order of Justice Chiappetta, dated December 3, 2018, was heard this day at 330 University Avenue, Toronto, Ontario, M5G 1R7.

UPON READING the Motion Record and Factum and Book of Authorities of the Plaintiffs and hearing the submissions of the counsel for the Plaintiffs; this action having been discontinued against Toronto Hydro-Electric System Limited; and the Defendants not in attendance;

1. IT IS ORDERED that the Defendants, Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc. shall comply with my Order of December 3, 2018 on or before, Thursday, January 17, 2019, failing which the Plaintiffs may move to find the said Defendants in contempt of my Order upon two (2) days' notice; and,

2. IT IS FURTHER ORDERED AND ADJUDGED that the costs of this Motion shall be set in the cause.



A handwritten signature in blue ink, appearing to read 'G. J. P.', is written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JAN 07 2019

PER / PAR: 

Handwritten initials in blue ink, possibly 'MM', are written next to the text 'PER / PAR:'.

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and- SPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A.
ONTARIO POWER AUTHORITY)
Defendants

Court File No. CV-17-11854-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

ORDER

OMAR HA-REDEYE

Omar Ha-Redeye Professional Corporation
710-210 Simcoe St
Toronto ON M5T 0A9

Tel: (416) 546-7412

Fax: (416) 546-7412

Email: Omar@FleetStreetLaw.com

LSUC 60456R

Lawyer for the Plaintiffs
1199403 Ontario Inc.,
1274442 Ontario Inc.,
134523 Ontario Ltd.
and Gulu Thadani

COUNSEL SLIP

Court File No CV-17-11854-00CL

Date: JAN 7/19

1199403

ENVIRON INC
v.s

No. On List 3

Title of Proceeding SAPTASHVA SOLAR S.A.

Counsel for:

Plaintiff(s)
Applicant(s)
Petitioner(s)

OMAR HA-REDEYO

Phone No. 416 546 7412

Fax No. 416 546 7412

Counsel for:

Defendant(s)
Respondent(s)

Phone No. _____

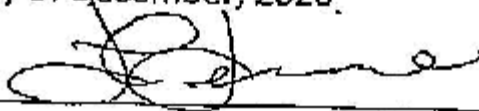
Fax No. _____

MJ Chiappetta Jan 7, 2019

The defendants Harshal Gunde, Saptashva Solar S.A and Environ Inc. shall comply with my order of Dec 3, 2018 on or before Thursday January 17, 2019 failing which, the plaintiffs may move to find the said defendants in contempt of my order upon 3 days notice.

Chiappetta

This is Exhibit **KC** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28 day of December, 2020.



A COMMISSIONER, ETC.
Larry J. Levine, QC



COUNSEL SLIP

COURT FILE NO. Cy-17-11854-0001

DATE: Jan 23rd 2019

No. ON LIST 4
@ 9:30

TITLE OF PROCEEDING 1199403 Ontario inc - v - Saptashua

COUNSEL FOR: Plaintiff
Plaintiff (s)
Applicant (s) HA. RENOUE, O
Petitioner (s)

Phone & Fax No
(P/F): 416 546 7412

COUNSEL FOR: Vibhu Sharma
Defendant (s)
Respondent (s)

Phone & Fax No
416 598 0708
416 598 7732
allan@morrisonlaw.ca

Jan. 23, 2019 MJ Chiappetta

Order for production to go in accordance with the attached. 3 pages. ^{Productions shall be provided on or before Feb. 12, 2019} My order of Dec 3, 2018 is amended in that para 3 shall read that the writ is stayed until further order of this court. Counsel for the plaintiffs shall advise the Sheriff accordingly. Case conference scheduled before me on Feb. 14, 2019 ^{11:19 am} for 1 hour at 10 am. Chiappetta

Pursuant to Section 2.11(c) of the FIT Contract, the IESO is hereby notifying the Supplier of the deficiencies related to their Domestic Content Report. Capitalized terms not defined herein have the meanings ascribed thereto in the FIT Contract.

We require that you provide the clarification(s) outlined below.

Date	January 23, 2019
Legal Name of Supplier	1274442 ONTARIO INC (formerly Saptashva Solar, S.A.)
FIT Contract Identification #	F-001697-SPV-130-502 (the "FIT Contract")
Commercial Operation Date	June 27, 2014
Contract Date	June 7, 2011
FIT Contract Version	<input type="checkbox"/> Version 1.3 <input checked="" type="checkbox"/> Version 1.5 <input type="checkbox"/> Version 2.1.1
Minimum Domestic Content Level Required	60%

Report Component	Issues and Actions
NOTE:	<ul style="list-style-type: none"> If your project is audited, you will be required to produce all of the supporting documentation you have listed, as well as the documentation indicated in this Clarification as available upon request in your Domestic Content Report, to the IESO within a maximum of 20 Business Days. We therefore strongly advise that you retain this documentation. The documentation does not need to be included in the Domestic Content Report. Clarifications requested herein can be added to the existing report by amending your Exhibit D prescribed forms or by adding "Additional Description Forms" available on the Website where the other Domestic Content forms are accessible.
Designated Activity 4 (Modules) PART B	<ul style="list-style-type: none"> Describe any contractual agreements in place that reference Domestic Content requirements
Designated Activity 5 (Inverter) PART A	<ul style="list-style-type: none"> This section of the Domestic Content Report is intended to demonstrate a general understanding of the Designated Activity undertaken by the service provider(s) from the perspective of you, the Supplier. Please include your own high level description of what components were assembled, finally wired and tested in Ontario.
Designated Activity 5 (Inverter) PART B	<ul style="list-style-type: none"> Describe any contractual agreements in place that reference Domestic Content requirements
Designated Activity 6 (Mounting systems) PART A	<ul style="list-style-type: none"> This section of the Domestic Content Report is intended to demonstrate a general understanding of the Designated Activity undertaken by the service provider(s) from the perspective of you, the Supplier. Please

21

Report Component	Issues and Actions
	<p>include your own high level description of what components were machined or formed in Province of Ontario. Provide details, including the names and addresses, of all facilities/subcontractors involved in these processes</p> <ul style="list-style-type: none"> • Confirm that the Supplier has read or caused the mounting system manufacturer to read the April 26, 2011 mounting system interpretations posted to the FIT website (http://www.ieso.ca/en/sector-participants/feed-in-tariff-program/contract-management; under Post-COD Contract Management) and confirm that the mounting system is manufactured in a way that is compliant with these interpretations.
Designated Activity 6 (Mounting systems) PART B	<ul style="list-style-type: none"> • Describe any contractual agreements in place that reference Domestic Content requirements
Designated Activity 6 (Mounting systems) PART C	<ul style="list-style-type: none"> • Please list a document that lists the components (make/model) for the mounting systems that were used for the Contract Facility (in the case of FIT Contract Versions 1.3 and 1.5) or the Facility (in the case of FIT Contract Version 2.1.1), as applicable. If standard bolts, clamps, and screws were used, they may be listed generically.
Designated Activity 7 (Wiring and electrical hardware) PART A	<ul style="list-style-type: none"> • Provide the address for the Service Provider in this Section • Describe any contractual agreements in place that reference Domestic Content requirements
Designated Activity 8 (On-site labour) PART A	<ul style="list-style-type: none"> • Please provide a break-down of hours between the different service providers.
Designated Activity 8 (On-site labour) PART B	<ul style="list-style-type: none"> • Describe any contractual agreements in place that reference Domestic Content requirements
Designated Activity 8 (On-site labour) PART C	<ul style="list-style-type: none"> • Please list a document that will confirm the number of hours worked by employees for each service provider.
Designated Activity 9 (Consulting services) PART A	<ul style="list-style-type: none"> • Please confirm if the Service Provider listed performed all the on-site labour or if they hired sub-contractors for specific tasks. If multiple Service Providers were used, please provide the addresses, roles and a break-down of hours between the different service providers.
Designated Activity 9 (Consulting services) PART B	<ul style="list-style-type: none"> • Describe any contractual agreements in place that reference Domestic Content requirements
Designated Activity 9 (Consulting services) PART C	<ul style="list-style-type: none"> • Please list a document that will confirm the number of hours worked by employees for each service provider..



Independent Electricity
System Operator

120 Adelaide Street West
Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

Revised-Schedule "A"
2018 IESO Audit Document Request Form

1274442 ONTARIO INC

F-001697-SPV-130-502

The Supplier must provide the documents outlined in Table 1 to the IESO no later than two (2) Business Days prior to the scheduled Facility Inspection Date. Refer to the Notice for delivery instructions.

The documents outlined in Table 2 must be provided to the IESO either on site on the Facility Inspection Date or, at the Supplier's option, within ten (10) Business Days after receipt of this Notice. Refer to the Notice for delivery instructions.

Table 1: General Information/Documentation

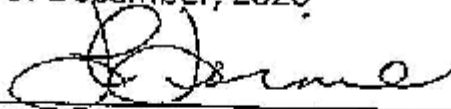
General Information/Documentation Required	To be Provided By	Provided before Site Visit (Y/N?)
Project address, name and contact information (e.g. cell#, email) for main Supplier Contact (or representative at the facility) participating in the Site Visit	Supplier	
Describe any site access limitations such as access to the property or access to roof to inspect solar modules or inverter area?	Supplier	
Describe any Facility specific safety requirements? (e.g. personal protective equipment)	Supplier	
Revenue Meter (Information Form, Commissioning Report, or Metering Plan)	Supplier (from LDC)	
As-Built Single Line Diagram	Supplier	
Roof Layout Drawing (issued for construction/as built)	Supplier	

Table 2: Further Information/Documentation

General Information/Documentation Required	To be Provided By	Provided (Y/N?)
Technical Specifications for Solar Panels	Supplier	
Technical Specifications for Inverter(s)	Supplier	
✓ Monthly Production Information (e.g. Reports, LDC statements or access to online production data) for representative period (i.e. latest year or as minimum June to Aug if applicable)	Supplier	PP
ESA Authorization to Connect or ESA Certificate of Inspection	Supplier	
✓ Documentation that confirms land ownership, lease, or rooftop lease	Supplier	PP
✓ Documentation that confirms building was existing at time of application (e.g. Building Permit or Certificate of Building Completion)	Supplier	PP
✓ Proof of insurance coverage	Supplier	PP

All pages of the above requested documentations (including attachments) must be numbered and referenced with the FIT Contract Identification Number on the bottom right corner (or somewhere visible on the document).

This is Exhibit **KD** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28 day of December, 2020.

A handwritten signature in black ink, appearing to read "Larry J. Levine", written over a horizontal line.

A COMMISSIONER, ETC.
Larry J. Levine, QC

COURT FILE NO.: CV-17-11854-00CL

WRIT FILE NO.: 18-716

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM JUSTICE) THURSDAY, THIS 14 DAY OF
)
CHIAPPETTA) FEBRUARY, 2019

Plaintiffs

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER AUTHORITY)

Defendants

ORDER

THIS MOTION made by the Plaintiffs, for an order of contempt, was heard this day at 330 University Avenue, Toronto, Ontario, M5G 1R7.

UPON READING the Motion Record and Factum and Book of Authorities of the Plaintiffs and hearing the submissions of the counsel for the Plaintiffs, the Defendants Independent Electricity System Operator (aka Ontario Power Authority), Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc.; and this action having been discontinued against Toronto Hydro-Electric System Limited.

1. IT IS ORDERED that the parties shall have an in-person meeting prior to March 7, 2019, the contents of which are on a without prejudice basis, with the appropriate experts or consultants in attendance, to fully discuss the contents and requirements of the IESO Audit and the corresponding obligations related to:
 - a. The Order of the Honourable Justice Madam Chiappetta, dated December 3, 2018;
 - b. The Order of the Honourable Justice Madam Chiappetta, dated January 7, 2019; and,
 - c. The Endorsement of the Honourable Justice Madam Chiappetta, dated January 23, 2019.

2. IT IS ORDERED that within fourteen (14) days of the in-person meeting at paragraph one, the Defendants, Saptashva Solar S.A., Enviroen Inc., and Harshal Gunde, shall produce the documents specified in the Orders and Endorsements listed in paragraph one, or alternatively such documents as agreed upon and confirmed in writing between the parties, failing which the Plaintiffs may move for a motion for contempt.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

FEB 14 2019

PER / PAR: RW

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and- SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A.
ONTARIO POWER AUTHORITY)
Defendants

Court File No. CV-17-11854-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT
TORONTO**

ORDER

OMAR HA-REDEYE

Omar Ha-Redeye Professional Corporation
c/o Staples Studio
375 University Ave.
Toronto ON M5G 2J5

Tel: (416) 546-7412
Fax: (416) 546-7412
Email: Omar@FleetStreetLaw.com

LSUC 60456R

Lawyer for the Plaintiffs
1199403 Ontario Inc.,
1274442 Ontario Inc.,
134523 Ontario Ltd.
and Gulu Thadani

COUNSEL SLIP

Court File No CV-17-11854-001

Date: FEB 14/19

1199403 ANTARLO INK.
VS.

No. On List 7

Title of Proceeding SAPTASHVA SOLAR S.A.

Counsel for:
Plaintiff(s)
Applicant(s)
Petitioner(s)

MAE EN COZY

Phone No. 46546742
Fax No. 46546742

Counsel for:
Defendant(s)
Respondent(s)

Allan Morrison
allan@morrisonlaw.ca

Phone No. 465980708
Fax No. _____

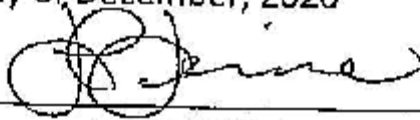
BEVAN BROSKE BANK
FOR THE IESO

416 367 6807
bbroske@bbs.com

Feb 14 2019 MS Crappetta
Order to go in accordance with
draft signed by me today.

Crappetta

This is Exhibit **KE** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28 day of December, 2020

A handwritten signature in cursive script, appearing to read "Larry J. Levine", written over a horizontal line.

A COMMISSIONER, ETC.
Larry J. Levine, QC

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM JUSTICE)
)
CHIAPPETTA) FRIDAY, THIS 12th DAY OF
)
) APRIL, 2019

BETWEEN:

Plaintiffs



1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER AUTHORITY)

Defendants

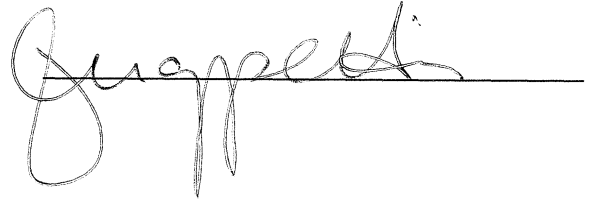
ORDER

THIS MOTION made by the Plaintiffs, for an order allowing the Plaintiffs to amend the Statement of Claim in this action was heard this day at 330 University Avenue, Toronto, Ontario, M5G 1R7.

UPON READING the Motion Record and Factum and Book of Authorities of the Plaintiffs and hearing the submissions of the counsel for the Plaintiffs, the Defendants Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc.; this action having been discontinued against Toronto Hydro-Electric System Limited; and the Defendant Independent Electricity System Operator (aka Ontario Power Authority) not in attendance;

1. IT IS ORDERED that the parties may bring a motion over the counter, on consent of all parties, to address the contempt status of the Defendants, Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc.;

2. IT IS ORDERED that the parties shall conduct all cross-examinations relevant to all outstanding motions, prior to April 24, 2019; and,
3. IT IS ORDERED that the parties shall return to the court on May 1, 2019, for the Plaintiff's motion to Amend the Statement of Claim, the Defendant's motion to set aside the Defendant's status in default, and the Defendant's motion to set aside or vary the Summary Judgment.

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ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 12 2019

PER / PAR: RV

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

Plaintiffs

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A.
ONTARIO POWER AUTHORITY)
Defendants

Court File No. CV-17-11854-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

ORDER

OMAR HA-REDEYE

Omar Ha-Redeye Professional Corporation
c/o Staples Studio
375 University Ave.
Toronto ON M5G 2J5

Tel: (416) 546-7412
Fax: (416) 546-7412
Email: Omar@FleetStreetLaw.com

LSO 60456R

Lawyer for the Plaintiffs
1199403 Ontario Inc.,
1274442 Ontario Inc.,
134523 Ontario Ltd.
and Gulu Thadani

COUNSEL SLIP

COURT FILE NO CW-17-0011881-00CL DATE April 12, 2019

NO ON LIST 6

TITLE OF PROCEEDING 1199403 Ontario Inc et al
- v -
Saptashva Solar SA

COUNSEL FOR: Omni HA. Rexif
LARRY LEWIS Qc
PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

PHONE & FAX NOS
416 546 7412

COUNSEL FOR:
DEFENDANT(S)
RESPONDENT(S)

BEVAN BROOKSBANK

PHONE & FAX NOS

416 367 6604

Christy@stj.com

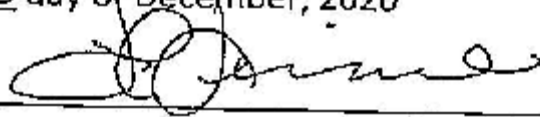
For (ESJ)
Allan Monrose
For D

MJ Chiappetta April 12 2019

Order to go in accordance
with draft signed by me today.

Chiappetta

This is Exhibit **KF** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

10:00

COUNSEL SLIP

COURT FILE NO CV-17-00011854-00CL

DATE MAY 01 2019

NO ON LIST 5.

1199403 ONTARIO INC.
et al.

SAPTASHVA SOLAR S.A.
et al.

TITLE OF
PROCEEDING

COUNSEL FOR:
PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

HA-ROEYE, O

PHONE & FAX NOS.

P/A: 416 596 7412

COUNSEL FOR:
DEFENDANT(S)
RESPONDENT(S)

PHONE & FAX NOS

BEVAN BROOKSBANK

416 367 6604

FOR LESO

bbrooksbank@bt.com

Allan Morrison
Vibhu Sharma

for Harshad Gunde
Dapasshve
Environca

416 598 0708

416 598 7732

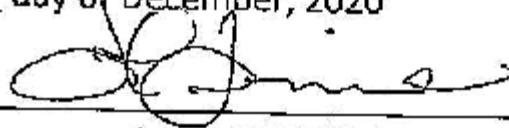
allan@
morrisonlaw.ca

1 May 19

Matter will return May 6/19
before me @ 8:30 am for a
Scheduling report

Mel

This is Exhibit **KG** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

COUNSEL SLIP

COURT FILE NO CV-17-11854-DCL DATE May 6/19

1199403

CHITRAN SINGH
vs

NO ON LIST 1

TITLE OF PROCEEDING

SAPTASHVA SOLAR S.A.

COUNSEL FOR:
PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

UMA HA. ROYJE (P/E) 416 596 7462

PHONE & FAX NOS

COUNSEL FOR: D
DEFENDANT(S)
RESPONDENT(S)

Vibhu Sharma

PHONE & FAX NOS

416 598 0708

416 598 7732

vibhu@morrisonlaw.ca

6 May 19

Motion to be heard on July 15, 2019

Full day, confirmed. The motions are - ① contempt
② setting aside default ③ setting aside ruling in
default. I have urged the parties to narrow
the issues & they will advise if less time is
required

Any judge can hear the motion -

The timetable shall go as per Schedule

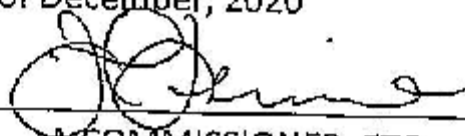
A attached, as initialled

McE...

↖ Schedule A ↗

- ① Moving party materials (Plaintiffs & Defendants) ————— May 17, 2019
- ② Responding party materials ————— May 24, 2019
- ③ Cross examinations ————— May 30 to June 14, 2019
- ④ Response to undertakings ————— June 24, 2019
- ⑤ Factors ————— as per Rules.

This is Exhibit **KH** referred to in the affidavit
of Gulu Thadani Sworn before me, this
08 day of December, 2020

A handwritten signature in black ink, appearing to read "L. Levine", written over a horizontal line.

A COMMISSIONER, ETC.
Larry J. Levine, QC

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM JUSTICE

) FRIDAY, THIS 31ST DAY OF

CHIAPPETTA

) MAY, 2019

BETWEEN

Plaintiffs



1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULU THADANI

-and-

SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A. ONTARIO POWER AUTHORITY)

Defendants

ORDER

THIS MOTION made by the Plaintiffs, for an order finding the Defendants, Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc. in contempt, was read this day at 330 University Avenue, Toronto, Ontario, M5G 1R7.

UPON READING the Motion Record and Factum and Book of Authorities of the Plaintiffs;

1. IT IS ORDERED that the documentation provided by the Defendants, Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc., to the Independent Electricity System Operator, as referenced in the Independent Electricity System Operators letter dated April 8, 2019, attached as Exhibit 'A', shall constitute a compliance with the Orders and Endorsements of the Honourable Madam Justice Chiappetta dated December 3, 2018, January 7, 2019, January 23, 2019, February 14, 2019, and April 12, 2019.

2. IT IS ORDERED that the Independent Electricity System Operator shall not pursue the same audit as was the subject of the Supplier Event of Default, noted as referenced in the Independent Electricity System Operators letter, dated April 8, 2019, in relation to the Feed In Tariff contract (FIT-001697-SPV-130-502), attached as Exhibit 'A'.
3. IT IS ORDERED that the documentation provided by the Defendants, Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc., to the Independent Electricity System Operator, as referenced in the Independent Electricity System Operators' letter, dated April 8, 2019, attached as Exhibit 'A', shall fully satisfy the Independent Electricity System Operator's Domestic Content requirements in relation to the Feed In Tariff contract (FIT-001697-SPV-130-502).
4. IT IS ORDERED that the respective successors and permitted assigns under Sections 15.5 and 15.6. of the Feed In Tariff contract (FIT-001697-SPV-130-502), shall be able to rely on said Order.
5. IT IS ORDERED that the motions of the Defendants, Harshal Gunde, Saptashva Solar S.A. and Enviroen Inc., scheduled for July 15, 2019, shall be adjourned until the parties have completed cross-examinations.

6. IT IS FURTHER ORDERED ADJUDGED that ~~written submissions shall be provided to the court by all parties within thirty (30) days of this Order being entered and issued,~~ for costs in all steps relating to the compliance with the Orders and Endorsements of the Honourable Madam Justice Chiappetta, dated December 3, 2018; January 7, 2019; January 23, 2019; February 14, 2019; and, April 12, 2019.

shall be reserved to the judge hearing the motions referenced at paras above.

J. Chiappetta

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAY 31 2019

Stacey Hutchison
PER CLERK:
Stacey Hutchison
Registrar Superior Court of Justice

1199403 ONTARIO INC., 1274442 ONTARIO INC.,
1034523 ONTARIO LTD., and GULLU THADANI

Plaintiffs

-and- SAPTASHVA SOLAR S.A., ENVIROEN INC., HARSHAL GUNDE,
TORONTO HYDRO-ELECTRIC SYSTEM LIMITED,
and INDEPENDENT ELECTRICITY SYSTEM OPERATOR (A.K.A.
ONTARIO POWER AUTHORITY)

Defendants

Court File No. CV-17-11854-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

ORDER

OMAR HA-REDEYE

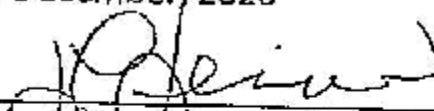
Omar Ha-Redeye Professional Corporation
c/o Staples Studio
375 University Ave.
Toronto ON M5G 2J5

Tel: (416) 546-7412
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Email: Omar@FleetStreetLaw.com

LSO 60456R

Lawyer for the Plaintiffs
1199403 Ontario Inc.,
1274442 Ontario Inc.,
134523 Ontario Ltd.
and Gulu Thadani

This is Exhibit **KI** referred to in the affidavit
of Gulu Thadani Sworn before me, this
22 day of December, 2020



A COMMISSIONER, ETC.

Larry J. Levine, QC

COUNSEL SLIP

COURT FILE

NO.: CV-17-011854-00CL

DATE: November 15, 2019

NO. ON LIST 8

10:00

TITLE OF PROCEEDING

1199403 ontario inc et al v saptashva solar s.a. et al

COUNSEL FOR:

- PLAINTIFF(S)
- APPLICANT(S)
- PETITIONER(S)

Omni Healthcare

PHONE 416 546 7412

FAX 416 546 7417

EMAIL omni@fectsolutions.ca

COUNSEL FOR:

- DEFENDANT(S)
- RESPONDENT(S)

Vibhu Sharma

PHONE 416 598 0708

FAX 416 598 7732

EMAIL vibhu@morrisonlaw.ca

JUDICIAL NOTES:

via telephone (as needed)
Bevin Brooksbank For 1850
416 367 6604

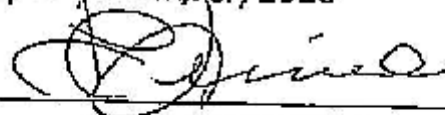
November 15/19

This matter is transferred to the civil list it does not belong on the Commercial list. Ms Sharma should attend civil scheduling

Account & schedule her
motion.

Harvey J

This is Exhibit **KJ** referred to in the affidavit
of Gulu Thadani Sworn before me, this
22 day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

Superior Court of Justice
Civil Practice Court
FILE/DIRECTION/ORDER

1199403 ONTARIO INC

CP5

Applicant(s)

AND

SAPTASHVA SOLAR

Respondents(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Email:
L. Levine - PL		
V. SHARMA - DF		

- Order Direction for Registrar (No formal order need be taken out)
- Above Action transferred to the _____ (No formal order need be taken out)
- Adjourned to: _____
- Time Table approved (as follows)

Master's motion to be scheduled and timetabled.
 Counsel are welcome to attend in CPC shortly thereafter;

DEC 9 /19
Date

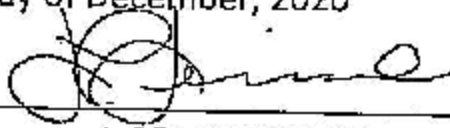


Judge's Signature

For all cases over 2 hours counsel are to email Michelle Chen (Coordinator) at LongMotionsStatus.Judge@ontario.ca 30 days prior to hearing date regarding the status of their case.

Additional Pages

This is Exhibit **KK** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28 day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC

COURT FILE NO.: CV-17-11854-CL
DATE: 26022020

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: 1199403 Ontario Inc. et al., Plaintiffs

AND:

Saptashva Solar S.A. et al, Defendants

BEFORE: Master P. Tamara Sugunasiri

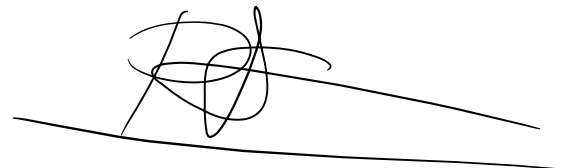
COUNSEL: Ha-Radeye, O., Counsel for the Plaintiffs

Sharma, V. Counsel for the Defendants

HEARD: February 26, 2020 by teleconference

ENDORSEMENT

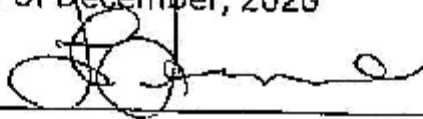
- [1] The Plaintiffs have requested a long motion to address issues arising from cross-examinations of the Defendants. I schedule their motion for 5 hours on June 16, 2020.
- [2] The Defendants indicate that they have a related cross-motion that should also be heard at the same time. To determine the best way to proceed, the Plaintiffs and Defendants shall exchange their Notices of Motion and provide them to the court by March 9, 2020. In the meantime, I have blocked June 17, 2020 for the Defendants' motion. Once I receive the requested materials, I will determine if the Defendants' motion shall proceed before me on June 17, 2020 or whether I require them to requisition a regular or long motion in the normal course. If the Defendants' motion is not sufficiently linked to that of the Plaintiffs and is not urgent, the Defendants will not be permitted to jump the motions queue.



Master Sugunasiri

Date: February 26, 2020

This is Exhibit **L** referred to in the affidavit
of Gulu Thadani Sworn before me, this
28th day of December, 2020



A COMMISSIONER, ETC.
Larry J. Levine, QC



Omar Ha-Redeye
Barristers & Solicitors
Operating as Omar Ha-Redeye Professional Corporation
Phone / Fax: (416) 546-7412
Email: Omar@FleetStreetLaw.com
Mail: c/o Staples Studio, 375 University Ave.
Toronto, Ontario M5G 2J5

WITHOUT PREJUDICE

VIA EMAIL (WJASKIEWICZ@KMBLAW.COM)

February 13, 2020

KMB LAW

1600 - 4 Robert Speck Parkway
Mississauga, ON L4Z 1S1

Attn: Wojtek Jaskiewicz

Re: 1199403 ONTARIO INC. et al. v. SAPTASHVA SOLAR S.A. et al.

Dear Mr. Jaskiewicz,

This letter is further to our conversation and appearance on February 10, 2020.

As you are aware, it is our position that any potential settlements you may be negotiating with the Defendants, Saptashva Solar et. al ("**Saptashva**"), would be for the purpose of defeating Judgment, and as such, could be reversed by the court at a later date as an improvident settlement. Based on our debtor's examination of Saptashva, the only assets available for settlement directly implicate the FIT contracts, and would complicate these proceedings enormously.

In our opinion, the most efficient way to collect on the various debts owed by Saptashva would be to appoint a receiver, something we were in the process of doing prior to your client serving Saptashva with their own receivership Application. Given your client's reluctance to proceed with their Application, we will be brining our own shortly. Kindly provide us with your availability for the months of April and May 2020.

In addition to the above, kindly provide us with your client's Statement of Defence to claim CV-19-619120-CL on or before February 18, 2020, along with their availability for examinations.

Please contact the undersigned if you would like to discuss the matter further.

Yours truly,

Omar Ha-Redeye

Omar Ha-Redeye

OH/dm

cc: Larry Levine, QC

1199403 ONTARIO INC., 1274442 ONTARIO INC., and GULU THADANI
Applicants

-and- SAPTASHVA SOLAR S.A.

Respondent

Court File No. CV-21-00655706-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO**

AFFIDAVIT OF GULU THADANI

LARRY J. LEVINE, QC
Larry Levine Professional Corporation
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LSUC 12987B

Lawyers for the Applicants
1199403 Ontario Inc.,
1274442 Ontario Inc.,
and Gulu Thadani

1199403 ONTARIO INC., 1274442 ONTARIO INC., and GULU
THADANI
Applicants

-and- SAPTASHVA SOLAR S.A.

Respondent

Court File No. _____

CV-21-00655706-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO**

APPLICATION RECORD

LARRY J LEVINE, QC

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LSUC 12987B

Lawyers for the Applicants
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1274442 Ontario Inc.,
and Gulu Thadani