

APPENDIX "A"
TO THE RECEIVER'S FIRST REPORT

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE **LOCOCO**)

THURSDAY, THE 4TH
DAY OF AUGUST, 2016

ROYAL BANK OF CANADA

Applicant

- and -

**MARA TECH AVIATION FUELS LTD.,
MARA-TECH AVIATION SERVICES LTD.,
MARA TECH AVIATION FUELS (THOMPSON) LTD., and
MARA TECH AVIATION FUELS (SUDBURY) LTD.**

Respondents

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 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. C.43. as amended (the "CJA") appointing BDO CANADA LIMITED as receiver [and manager] (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of MARA TECH AVIATION FUELS LTD., MARA-TECH AVIATION SERVICES LTD., MARA TECH AVIATION FUELS (THOMPSON) LTD., and MARA TECH AVIATION FUELS (SUDBURY) LTD. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 59 Church Street, St. Catharines, Ontario.

ON READING the affidavit of JASON ZOMOK sworn October 22, 2015 and the Exhibits thereto and on hearing the submissions of counsel for ROYAL BANK OF CANADA, no one

appearing for the debtors although duly served as appears from the affidavits of service of CASSANDRA OSBORNE sworn October 28, 2015 and July 19, 2016 and on reading the consent of BDO CANADA LIMITED to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO CANADA LIMITED is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act 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 monitor the Property and business of the Debtor;

- (d) to manage, operate, and carry on the business of the Debtors, 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 Debtors;
- (e) 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;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (h) to settle, extend or compromise any indebtedness owing to the Debtors;
- (i) 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 Debtors, for any purpose pursuant to this Order;
- (j) 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 Debtors, 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;

- (k) 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;
- (l) 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 \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; 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*, [or section 31 of the Ontario *Mortgages Act*, as the case may be.] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;

- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (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.

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 Debtors, 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, 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, if 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 DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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 and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 section 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 sections 81.4(5) or 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*, 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 Debtors, 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 unless otherwise ordered by the Court on the passing of accounts, 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 sections 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 standard 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 \$100,000.00 (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, including interim expenditures. 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/e-service-protocol/>) 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 '<http://www.extranets.bdo.ca/MaraTechAviation/index.cfm>'.

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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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.

GENERAL

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 Debtors.

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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' 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.



Entered at ST. CATHARINES
Inscrit à ST. CATHARINES
In BOOK No.
au REGISTRE N° 16
as Document No. 452
comme Document N°
on / le AUG 04 2016
By / Par BF

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED, the receiver (the "Receiver") of the assets, undertakings and properties MARA TECH AVIATION FUELS LTD., MARA-TECH AVIATION SERVICES LTD., MARA TECH AVIATION FUELS (THOMPSON) LTD., and MARA TECH AVIATION FUELS (SUDBURY) LTD. acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

**BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per: _____

Name:

Title:

ROYAL BANK OF CANADA
Applicant

-and-

MARA TECH AVIATION FUELS LTD., ET AL
Respondents

Court File No. 56184/15

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
ST. CATHARINES

ORDER

CLARK PEDDLE
FLETT BECCARIO
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Welland, Ontario
L3B 5P9
Tel # (905) 732-4481
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Lawyers for the Applicant

LSUC #32002M
CP*co

APPENDIX "B"
TO THE RECEIVER'S FIRST REPORT



SimpsonWigle

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Hamilton, Ontario L8N 3W1
P.O. Box 990, Hamilton, Ontario L8N 3R1
Tel: 905-528-8411 Fax: 905-528-9008
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David J. Jackson
Ext. 304
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September 16, 2016

VIA EMAIL

Mr. Darren Griffiths
BDO Canada Limited
805 – 25 Main Street West
Hamilton, ON
L8P 1H1

Dear Sir:

RE: Mara Tech Aviation Fuels Ltd. ("Fuels"), Mara-Tech Aviation Services Ltd. ("Services"), Mara Tech Aviation Fuels (Thompson) Ltd. ("Thompson"), and Mara Tech Aviation Fuels (Sudbury) Ltd. ("Sudbury") (hereinafter collectively "Mara-Tech")

Further to your instructions, we have vetted the following with respect to the borrowings of Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd.:

1. Royal Bank of Canada Loan Agreements and Security

MARA TECH AVIATION FUELS LTD.		
1.	May 6, 2014	Royal Bank of Canada Loan Agreement dated April 9, 2014 from Royal Bank of Canada executed by John Marandola and Sheila Marandola on behalf of Mara Tech Aviation Fuels Ltd. for a: <ul style="list-style-type: none"> Revolving demand facility #1 in the amount of \$50,000.00
2.	May 6, 2014	General Security Agreement in favour of Royal Bank of Canada (identifying the Debtor as Mara Tech Aviation Fuels Ltd.), granting Royal Bank of Canada a security interest in the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property (<i>unidentified signing parties appear to be John Marandola and Sheila Marandola</i>)
3.	May 6, 2014	Guarantee and Postponement of Claim of Mara Tech Aviation Services Ltd. (<i>unidentified signing party appears to be John</i>

P.D. MILNE
J.M. WIGLE
K.L. OSBORNE
S.R. LEE
M. DURGAN
A. KNUDSEN

L.W. MATTHEWS
T. BULLOCK
R.A. FISHER
H.A. HAMDANI
B. SARSH

J.N. ROSENBLATT
D.A. SCHMUCK*
P.A. RAMACIERI**
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S.M. LAW
G. NALSOK
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D.J.L. JACKSON
B.J. FOREMAN
K.C. LANGLITZ
K.C. HYLAND
M.L. DEKINS

M.C. MORGAN
R.S. DANKS (1957-2012)
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		<p>Marandola), limited to the sum of \$50,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum with attached Resolution of the Directors executed by the secretary of Mara Tech Aviation Services Ltd., who is identified in the resolution to be Sheila Marandola.</p> <p><i>The resolution is only executed by John Marandola; however, it calls for execution by both Sheila and John Marandola. The resolution also indicates that the guarantee is provided by Mara-Tech Aviation Services (SOO) Ltd.</i></p>
4.	May 6, 2014	<p>Guarantee and Postponement of Claim of Mara Tech Aviation Fuels (Thompson) Ltd. (unidentified signing party appears to be John Marandola), limited to the sum of \$50,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum with attached Resolution of the Directors executed by the secretary of Mara Tech Aviation Services Ltd., who is identified in the resolution to be Sheila Marandola.</p> <p><i>The resolution is only executed by John Marandola; however, it calls for execution by both Sheila and John Marandola.</i></p>
5.	May 6, 2014	<p>Guarantee and Postponement of Claim of Mara Tech Aviation Fuels (Sudbury) Ltd. (unidentified signing party appears to be John Marandola), limited to the sum of \$50,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum with attached Resolution of the Directors executed by the secretary of Mara Tech Aviation Services Ltd., who is identified in the resolution to be Sheila Marandola.</p> <p><i>The resolution is only executed by John Marandola; however, it calls for execution by both Sheila and John Marandola.</i></p>
6.	May 6, 2014	<p>Guarantee and Postponement of Claim of John Marandola and Sheila Marandola, limited to the sum of \$50,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum (identified signing parties are Sheila Marandola and John Marandola).</p>
7.	May 6, 2014	<p>Postponement and Assignment of Claim of Sheila Marandola (identified signing party is Sheila Marandola) to RBC with respect to all debts and liabilities, present and future of Mara Tech Aviation Fuels Ltd. (identified signing parties on behalf of Mara Tech Aviation Fuels are Sheila Marandola and John Marandola).</p>
8.	May 6, 2014	<p>Postponement and Assignment of Claim of John Marandola (identified signing party is John Marandola) to RBC with respect to all debts and liabilities, present and future of Mara Tech Aviation Fuels Ltd. (identified signing parties on behalf of Mara Tech Aviation Fuels are Sheila Marandola and John Marandola).</p>

MARA-TECH AVIATION SERVICES LTD.		
9.	January 30, 2009	<p>Credit Facilities Agreement from Royal Bank of Canada executed by Mara-Tech Aviation Services Ltd. for a:</p> <ul style="list-style-type: none"> • revolving demand facility #1 in the amount of \$150,000.00; • non-revolving term facility #2 in the amount of \$35,000.00; and • visa business to a maximum of \$10,000.00. <p>(identified signing parties by first name only are John and Sheila. The signatories last name appears to be Marandola)</p>
10.	February 17, 2012	<p>Amended Facilities Agreement from Royal Bank of Canada executed by Mara-Tech Aviation Services Ltd.:</p> <ul style="list-style-type: none"> • increasing the credit facilities agreement dated January 30, 2009 to \$200,000.00; • Increasing the guarantee and postponement of the claims of Sheila and John Marandola \$225,000.00. <p>(identified signing parties are John Marandola and Sheila Marandola in their capacities as President and Secretary Treasurer, respectively, of Mara Tech Aviation Services Ltd.)</p>
11.	September 19, 2001	<p>General Security Agreement in favour Royal Bank of Canada (identifying the Debtor as Mara-Tech Aviation Services (SOO) Ltd., granting Royal Bank of Canada a security interest in the undertaking of the Debtor and in all the Debtor's present and after acquired personal property (unidentified signing party appears to be Sheila Marandola)).</p>
12.	September 19, 2001	<p>General Security Agreement in favour Royal Bank of Canada (identifying the Debtor as Mara-Tech Aviation Services (WINDSOR) Ltd., granting Royal Bank of Canada a security interest in the undertaking of the Debtor and in all the Debtor's present and after acquired personal property (unidentified signing party appears to be John Marandola)).</p>
13.	February 17, 2012	<p>Guarantee and Postponement of Claim of John Marandola and Sheila Marandola, limited to the sum of \$225,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum (identified signing parties are Sheila Clair Marandola and John Marino Marandola)).</p>

MARA TECH AVIATION FUELS (THOMPSON) LTD.		
14.	February 18, 2011	Credit Facilities Agreement from Royal Bank of Canada executed by Mara Tech Aviation Fuels (Thompson) Ltd. for a: <ul style="list-style-type: none"> • revolving demand facility #1 in the amount of \$50,000.00 <p><i>(identified signing party is John Marandola)</i></p>
15.	July 29, 2013	Amending Agreement to the credit facilities agreement dated February 18, 2011 to: <ul style="list-style-type: none"> • Increase the interest rate applied to Facility #1 to 3.65% per annum. <p><i>(identified signing parties are John Marandola and Sharon Marandola)</i></p>
16.	February 18, 2011	General Security Agreement in favour of Royal Bank of Canada (identifying the Debtor as Mara Tech Aviation Fuels (Thompson) Ltd.), granting Royal Bank of Canada a security interest in the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property (<i>unidentified signing party appears to be John Marandola</i>).
17.	February 18, 2011	Guarantee and Postponement of Claim of John Marandola and Sheila Marandola, limited to the sum of \$50,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum (<i>identified signing parties are Sheila Marandola and John Marandola</i>).
MARA TECH AVIATION FUELS (SUDBURY) LTD.		
18.	November 8, 2012	Credit Facilities Agreement from Royal Bank of Canada executed by Mara-Tech Aviation Fuels (Sudbury) Ltd. for a: <ul style="list-style-type: none"> • revolving demand facility #1 in the amount of \$75,000.00; • non-revolving term facility #2 in the amount of \$50,000.00. <p><i>(identified signing parties are John Marandola and Sheila Marandola)</i>.</p>
19.	February 4, 2013	Amending Agreement to the credit facilities agreement dated February 18, 2011 executed by Mara Tech Aviation Fuels (Sudbury) Ltd. to: <ul style="list-style-type: none"> • increasing the revolving demand facility #1 to \$125,000.00; <p><i>(identified signing parties are John Marandola and Sheila Marandola)</i>.</p>

21.	November 8, 2012	General Security Agreement in favour of Royal Bank of Canada (identifying the Debtor as Mara Tech Aviation Fuels (Sudbury) Ltd.), granting Royal Bank of Canada a security interest in the undertaking of the Debtor and in all of the Debtor's present and after acquired personal property (<i>unidentified signing parties appear to be John Marandola and Sheila Marandola</i>)
22.	February 4, 2013	Guarantee and Postponement of Claim of John Marandola and Sheila Marandola, limited to the sum of \$175,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum (<i>identified signing parties are Sheila Clair Marandola and John Marino Marandola</i>).
23.	February 4, 2013	Guarantee and Postponement of Claim of Mara Tech Aviation Services Ltd. (<i>unidentified signing parties appear to be Sheila Marandola and John Marandola</i>), limited to the sum of \$175,000.00 plus interest at RBC's prime rate of interest plus 5.00% per annum with attached Resolution of the Directors executed by the secretary of Mara Tech Aviation Services Ltd., who appears to be Sheila Marandola.

2. L.A.K.E.S. Leasing Corporation Lease Agreement and Security

MARA TECH AVIATION FUELS (SUDBURY) LTD., MARA TECH AVIATION FUELS LTD. and MARA-TECH AVIATION SERVICES LTD.		
24.	October 20, 2014	Lease Agreement (<i>identified signing party on behalf of Mara Tech Aviation Fuels (Sudbury) Ltd. is John Marandola. Unidentified signing parties of Mara Tech Aviation Fuels Ltd. and Mara-Tech Aviation Services Ltd. appears to be John Marandola</i>) dated October 20, 2014 with respect to equipment provided by L.A.K.E.S. Leasing Corporation to Mara Tech.
25.	October 20, 2014	General Security Agreement in favour of L.A.K.E.S. Leasing Corporation (identifying the Debtor as Mara Tech Aviation Fuels (Sudbury) Ltd., <i>Mara Tech Aviation Fuels Ltd. and Mara-Tech Aviation Services Ltd.</i>), granting L.A.K.E.S. Leasing Corporation a security interest in all the property, assets and undertakings of the Debtor (<i>unidentified signing party on behalf of the four (4) Mara Tech Companies appear to be John Marandola</i>).

3. Kubota Canada Ltd.

Mara Tech Aviation Services Ltd.		
26.	November 15, 2014	Conditional Sales Contract (<i>executed by an individual who appears to John Marandola on behalf of Maratech Aviation Services Ltd.</i>) with respect to the purchase of equipment from

		Northshore Tractor Ltd. by Maratech Aviation Services Ltd. We note, the corporate name Mara Tech Aviation Services Ltd. has been misspelled in the Conditional Sales Contract.
Mara-Tech Aviation Services (SOO) Ltd		
27.	April 12, 2014	Conditional Sales Contract (<i>executed by John Marandola on behalf of Mara-Tech Aviation Services (SOO) Ltd.</i>) dated April 12, 2014 with respect to the purchase of equipment from Northshore Tractor Ltd. by Mara-Tech Aviation Services (SOO) Ltd.
28.	August 23, 2013	Conditional Sales Contract (<i>executed by John Marandola on behalf of Mara-Tech Aviation Services (SOO) Ltd.</i>) dated August 23, 2013 with respect to the purchase of equipment from Northshore Tractor Ltd. by Mara-Tech Aviation Services (SOO) Ltd. We note, the corporate name has been misspelled.
29.	August 23, 2013	Conditional Sales Contract (<i>executed by John Marandola on behalf of Mara-Tech Aviation Services (SOO) Ltd.</i>) dated August 23, 2013 with respect to the purchase of equipment from Northshore Tractor Ltd. by Mara-Tech Aviation Services (SOO) Ltd. We note, the corporate name has been misspelled.
30.	August 20, 2015	Conditional Sales Contract (<i>executed by John Marandola on behalf of Mara-Tech Aviation Services (SOO) Ltd.</i>) dated July 31, 2015 with respect to the purchase of equipment from Northshore Tractor Ltd. by Mara-Tech Aviation Services (SOO) Ltd.

Opinion

Save and except as provided herein, we are of the opinion that the aforesaid Loan Agreements, Security Agreements, Postponement and Assignment of Claim Agreements and Guarantee and Postponement of Claims are properly executed and good and enforceable in accordance with their terms and that the security interests provided therein were perfected by registration pursuant to the provisions of the PPSA.

I. Corporate Searches

We have reviewed the corporate profile reports of Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd., which were included in the Application Record provided to us by Mr. Clark Peddle's office and the corporate profile reports of Mara Tech Aviation Services (SOO) Ltd. and Mara-Tech Aviation Services (Windsor) Ltd., which we obtained on September 15, 2016.

Based upon our review of the corporate profile reports and the Affidavit of John Marandola given in support of Mara-Tech's motion to discharge BDO as receiver, we are of the opinion that all of the security agreements have been duly authorized and executed subject to the unidentified signatures on the security documents belonging to either John Marandola or Sheila Marandola.

II. Mara Tech Aviation Services Ltd.

On July 31, 2007 Mara-Tech Aviation Services (SOO) Ltd. and Mara-Tech Aviation Services (Windsor) Ltd. amalgamated and continued under the name Mara-Tech Aviation Services Ltd.

(a) Kubota Canada Inc. Conditional Sales Contracts

We note that the Conditional Sales Agreements (items 27-30) were entered into by Mara-Tech Aviation Services (SOO) Ltd. after the aforementioned amalgamation occurred and therefore when Mara-Tech Aviation Services (SOO) Ltd. was no longer an active corporation. We are, however, of the opinion that these agreements are likely enforceable against Mara-Tech Aviation Services by reason of parol evidence as we have little doubt that Kubota Canada Ltd. intended to enter into a contract with Mara-Tech Aviation Services Ltd. and that Mara-Tech Aviation Services Ltd. intended to enter into a contract Kubota Canada Ltd. The writer notes that evidence to resolve ambiguities in formation of a contract is admissible pursuant to exceptions to the parol evidence rule.

We further note that Kubota Canada Inc.'s security interests have not been properly perfected by reason of Kubota Canada Inc. registering its security interests against an inactive corporation. Therefore, any security interest that Kubota Canada Inc. has in Mara-Tech Aviation Services Ltd. will be subsequent in priority to the Royal Bank of Canada and L.A.K.E.S. Leasing Corporation's security interests.

(b) RBC – General Security Agreement Mara Tech Aviation Services Ltd.

The writer notes that Royal Bank of Canada registered a security interest in the property of Mara Tech Aviation Services Ltd. on January 30, 2009, however, no general security agreement was provided to the writer with respect to this security interest. We have reviewed correspondence sent by Mr. Peddle to BDO and understand that the general security agreement cannot be located by the Royal Bank of Canada. Therefore the enforceability of its security interest, pursuant to the general security agreement, is in issue. In order to enforce for RBC to enforce its security interest, it must be evidenced in writing.

We are however of the opinion that the security agreements provided by the amalgamating companies, Mara-Tech Aviation Services (SOO) Ltd. and Mara-Tech Aviation Services (Windsor) Ltd., provide Royal Bank of Canada with a good and enforceable security interest in the property of Mara Tech Aviation Services Ltd.

III. Mara Tech Aviation Services (Thompson) Ltd.

We note that the Royal Bank of Canada's General Security Agreement with respect to the property of Mara Tech Aviation Fuels (Thompson) Ltd. dated February 18, 2011 (item 16) was not registered pursuant to the provisions of the Ontario PPSA. In this regard, we attach for your ease of reference the search results from the Ontario PPSA search conducted on "Mara Tech

Aviation Fuels (Thompson) Ltd.". The writer understands that Mara Tech Aviation Fuels (Thompson) Ltd. is a company incorporated pursuant to the laws of the Province of Manitoba and that its equipment was located in Manitoba, which would explain why no security interests appears to be registered in the Ontario PPSA Registry with respect to Mara Tech Aviation Fuels (Thompson) Ltd. We understand that Mara Tech Aviation Fuels (Thompson) Ltd. has no exigible assets and therefore we have not conducted a personal property security act search in Manitoba.

The opinions that we have expressed in this letter are subject to the following general assumptions and qualifications:

- 1) That any photocopies were true copies of the executed original documents;
- 2) That the documents were executed by the persons whose signatures appear thereon and were delivered on the date that they bear or as otherwise indicated on the documents;
- 3) The persons who executed the various documents were duly authorized to do so;
- 4) The persons who executed the documents were the legal and beneficial owners of the property described therein;
- 5) That all enabling corporate resolutions and other proceedings in respect of the granting of the security were taken and that any corporation or partnership entity that signed the documents was properly named and validly in existence and capable of entering into the given agreements and granting security at the time that same were signed or granted;
- 6) That there are no other agreements or extraneous facts not disclosed in the documents that would or might affect the validity and enforceability of the security;
- 7) That advances were duly made or other valuable consideration was provided;
- 8) That unless otherwise indicated herein, the enforceability of the security relates only to assets and property located in the Province of Ontario; and
- 9) Any equitable or legal defence which is not apparent from a review of the documents themselves.

Personal Property Security Act Search

We have reviewed the PPSA search results obtained by our office on August 16, 2016 with respect to "Mara Tech Aviation Fuels Ltd.", "Mara-Tech Aviation Services Ltd.", "Mara Tech Aviation Fuels (Thompson) Ltd." and "Mara Tech Aviation Fuels (Sudbury) Ltd", and the PPSA search results obtained by our office on September 13, 2016 with respect to "Mara-Tech Aviation Services (SOC) Ltd." and "Mara-Tech Aviation Services (WINDSOR) Ltd.". We note the following registrations as of the dates that the respective search results were obtained:

Mara Tech Aviation Fuels Ltd.		
September 6, 2013	Bodkin Capital Corporation (expiring September 6, 2017)	Equipment and Other
April 17, 2014	Royal Bank of Canada (expiring April 17, 2019)	Inventory, Equipment, Accounts, Other and MV Included.
June 6, 2014	Royal Bank of Canada (expiring June 6, 2019)	Other and MV Included.
October 21, 2014	L.A.K.E.S. Leasing corporation (expiring October 21, 2018)	Inventory, Equipment, Accounts and Other.
Mara-Tech Aviation Services Ltd.		
September 6, 2013	Bodkin Capital Corporation (expiring September 6, 2017)	Equipment and Other
January 30, 2009	Royal Bank of Canada (expiring January 30, 2019)	Inventory, Equipment, Accounts, Other and MV Included.
October 21, 2014	L.A.K.E.S. Leasing corporation (expiring October 21, 2018)	Inventory, Equipment, Accounts and Other.
Mara Tech Aviation Fuels (Thompson) Ltd.		
NO MATCHES FOUND		
Mara Tech Aviation Fuels (Sudbury) Ltd.		
November 8, 2011	Royal Bank of Canada (expiring November 8, 2017)	Inventory, Equipment, Accounts, Other and MV Included.
October 21, 2014	L.A.K.E.S. Leasing corporation (expiring October 21, 2018)	Inventory, Equipment, Accounts and Other.
Mara-Tech Aviation Services (Windsor) Ltd.		
NO MATCHES FOUND		
Mara-Tech Aviation Services (SOO) Ltd.		
August 28, 2013	Kubota Canada Ltd. (expiring August 28, 2019)	Equipment, Other, MV Included
August 28, 2013	Kubota Canada Ltd. (expiring August 28, 2019)	Equipment, Other, MV Included
November 24, 2012	Kubota Canada Ltd. (expiring November 24, 2019)	Equipment, Other, MV Included
August 5, 2015	Kubota Canada Ltd. (expiring August 5, 2020)	Equipment, Other, MV Included

Notwithstanding that the PPSA search results indicate that Bodkin Capital Corporation has a security interest in Mara-Tech Aviation Services Ltd. and Mara Tech Aviation Fuels Ltd., we understand that Mara-Tech Aviation Services is no longer indebted to Bodkin Capital Corporation. In that regard, we attach for your reference correspondence from Bodkin Capital Corporation dated September 2, 2016.

Yours very truly,

SimpsonWigle LAW LLP

David J. Jackson
DJJ/lpl

Encl.

cc. Chris Mazur, BDO



Shannon Nigalla
Law Clerk
Direct: 905-901-6232
shannonn@bennington/sc.com

102 - 1465 North Service Road East
Oakville, ON L8H 1A7
Toll Free: 844-223-2372 Ext. 6232 | Fax: 866-405-4869

**** VIA FAX ONLY - 905-528-9008 ****

September 2, 2016

Simpson Wigle Law LLP
1 Hunter Street East, Suite 200
Hamilton, ON L8N 3R1

Dear Sirs and Madams


RE: Receivership of Mara Tech Aviation Services Ltd. ("Mara Tech")

We are in receipt of your letter of August 22, 2016.

Please be advised that Bodkin Capital Corporation's lease agreement with Mara Tech has reached its end.

Accordingly, Mara Tech is no longer indebted to Bodkin Capital Corporation.

Yours very truly,
BODKIN CAPITAL CORPORATION


Per: Shannon Nigalis
Law Clerk

Search Results
ID=3615562

Client: 16/08/2016 09:42:54
Submitted: 16/08/2016 09:42:39
Completed: 16/08/2016 09:42:47

CORPORATE SERVICES LTD.

Your Ref No. ESCWEB3615562

DSSHE01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/16/2016
T1P73518 ENQUIRY REQUEST 09:50:13

FILE CURRENCY 15AUG 2016
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009313 0001 ACCOUNT CODE : ESCVFDE

SEARCH TYPE (HD, IN, IS, MV) : BD
SEARCH CRITERIA : MARA TECH AVIATION FUELS (THOMPSON) LTD.

SUB-SEARCH
RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V, P) : V RESPONSE LANGUAGE (E, F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS
NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :
PRINT RESPONSE LOCALLY (Y/N) : N

ESPMS01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/16/2014
01/07/16 ENQUIRY REQUEST 09:50:14

FILE CURRENCY 15AUG 2014
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER * 008514 0001 ACCOUNT CODE : ESCMPE

SEARCH TYPE (RD, IN, IS, BV) :
SEARCH CRITERIA :

SOB-SEARCH

RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (Y, P) : V RESPONSE LANGUAGE (E, F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS

NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :

PRINT RESPONSE LOCALLY (Y/N) : N
ENQUIRY FOR "NARA TECH AVIATION FUELS (THOMPSON) LTD." ENDED

NO MATCH

APPENDIX "C"
TO THE RECEIVER'S FIRST REPORT



**BARON FINANCE
FINANCEMENT BARON**

T: 1-865-879-1611
F: 1-855-879-1512

info@baronfinance.com
www.baronfinance.com

COMMITMENT LETTER

June 24, 2016

PRIVATE AND CONFIDENTIAL

Mara Tech Aviation Services Ltd
412 Wright Crescent
Niagara-on-the-Lake, ON
L0S 1J0

Attention: Mr. John Marandola and Mrs. Sheila Marandola

Dear Mr. and Mrs. Marandola,

Baron Finance Incorporated ("Baron") is pleased to offer credit facilities described in this Commitment Letter (the "Credit Facilities") subject to the terms and conditions set forth below and in the schedules attached hereto (collectively, the "Commitment Letter"). Unless otherwise indicated, all amounts are expressed in Canadian currency.

PARTIES AND USE OF FUNDS

Client:	Mara Tech Aviation Services Ltd. ("Client").
Factor:	Baron Finance Incorporated ("Baron").
Corporate Guarantors:	Cross Corporate Guarantees from: Mara Tech Aviation Fuels Ltd. Mara Tech Aviation Fuels (Sudbury) Ltd. Mara Tech Aviation Fuels (Thompson) Ltd. Marandola Holding Ltd.
Personal Guarantors:	Unlimited Personal Guarantees from: John Marandola; Sheila Marandola
Programme:	Factoring Facility of up to \$500,000.00; Inventory Facility of up to \$100,000.00; Equipment Facility of up to \$250,000.00.

No change in the use of funds may be made without Baron's express prior written consent.

FACTORING FACILITY

Factoring Facility: The following terms are applicable to the Factoring Facility and are subject to the terms of the Baron's standard form Full Factoring Agreement.

Advance Rate: Up to 80% of the face value of the approved receivable.

Recourse: Full recourse to the Client shall occur at 90 days and shall be subject to an additional fee.

Factoring Fees: A Flat Rate of 1.25% shall be due on all purchased receivables for the first 30 days, followed by an additional 1.0% for every 15 days or less.

Further Fee: A further daily rate of 0.1% shall be due on all purchased receivables, from day 91 until day 999.

No Obligations: Baron shall only Factor the receivables which are acceptable to Baron in its sole discretion. Baron reserves the right to contact and obtain documentation from the Client's customers.

Direction of Payments: Client shall direct its debtors to make payments directly to a secured lockbox with TD Bank. The collections of the Client's account receivable shall be directed into such lockbox. The Client shall only have access to monitor such deposits.

Notwithstanding the foregoing, the Client, the Corporate Guarantors, and the Personal Guarantors agree and acknowledge that in the event they receive any funds relating to invoices or accounts receivable purchased by Baron, the funds shall be held in trust for and shall be forthwith remitted to Baron without deduction.

INVENTORY ESTATE FACILITY

Inventory Facility: The following terms are applicable to the Inventory Facility and are subject to the terms of the Baron's standard form Loan Agreement.

Advance: Up to 50% of approved Inventory.

Interest: Prime + 16% (minimum of 19%)

EQUIPMENT FACILITY

Equipment Facility: The following terms are applicable to the Equipment Facility and are subject to the terms of the Baron's standard form Loan Agreement.

Advance Rate: Up to 50% of Net Orderly Liquidation Value of approved equipment.

Interest Fee: Prime + 16% (minimum of 19%).
Amortisation: 5 years.
Payments: Equal monthly instalments of principle and interest sufficient to repay the loan in 5 years.

-Applicable to all above referenced Facilities-

Term: 2 years.
Due Diligence Fee: \$2,500 upon the signing of Commitment Letter.
Facility Fee: 1.25% of total facility, and Letter of Direction to be signed by Client to pay Peel Financial Inc.
Early Termination Penalty: If any of the facilities are terminated by the Client prior to the expiration of the Term for any reason whatsoever, or if Baron terminates the agreement for cause due to the occurrence of an event of default, the Client would be obligated to pay an early termination fee equal to two percent (2%) of the Sum of Facilities Limits if the Facilities are terminated during the first year of the Term, an early termination fee equal to one percent (1%) of the Sum of the Facilities Limits if the Facilities are terminated during the second year of the Term.
Fees: In addition to the fees set forth in Baron's standard Full Factoring Agreement and Loan Agreement, the Client shall pay the following fees to Baron (1) all evaluation fees including, but not limited to appraisal, field audits, HST and disbursements; and (2) all legal fees, HST and disbursements.

SECURITY AND CONDITIONS PRECEDENT TO ADVANCE

Security: The Client, the Personal Guarantors and the Corporate Guarantors shall provide to Baron (or cause to be provided to Baron) the following guarantees, security, charges and assignments (collectively, the "Security") each in form and substance satisfactory and registered with such priority as deemed appropriate by Baron and its legal counsel:

1. joint and several personal guarantee from the Personal Guarantor(s);
2. joint and several guarantee from the Corporate Guarantor(s) for 100% of the outstanding loan amount in respect of all liabilities, obligations, and indebtedness of the Client to Baron;
3. the first mortgage/charge of building municipally known as

475 Airport Road, Sault Ste. Marie, ON (the "Property");

4. an assignment of rents and leases by the Client in respect of the Property, if applicable;
5. a General Security Agreement from Client in favour of Baron with a first security interest in all present and after-acquired personal property of the client;
6. a subordination and postponement of claim by all Persons or companies related to the Client who have advanced monies by way of loan/advance to the Client shall be postponed and subordinated in favour of repayment in full of the Factoring Facilities;
7. assignment of all insurance policies with respect to the Client's operations, liability and all proceeds and benefits therefrom in favour of Baron. The Client shall provide to Baron such evidence as Baron may request that all of the above required insurance is in place prior to any advance of funds being made;
8. receipt by the Baron of proof of payment of property/municipal taxes etc. within 30 days from each annual date at which the Borrowers provide this payment confirmation. In the case of any occurrence of non-payment of property taxes, Baron reserves the right to collect from the Borrower, pro-rata property taxes on a monthly basis and maintain a tax reserve account for the taxes payable in respect of the Property;
9. such other security instruments, certificates, assurances and documentation required in the reasonable opinion of the solicitors for Baron.

Conditions Precedent:

The following conditions precedent shall be completed and/or fulfilled to the satisfaction of Baron in its sole discretion prior to the advance of funds:

1. Satisfactory completion by Baron of all due diligence required by Baron:
 - a) execution, delivery and (where applicable) registration of all necessary legal documentation including, without limitation, the Security and delivery of such legal opinions as may be required by Baron and its legal counsel and as are customary in connection with the Factoring Facilities including with respect to such matters as the enforceability of this Commitment Letter and the Security as well as title to the Property and off-title clearance letters for the Property (it being understood that title insurance, in form and substance satisfactory to

Baron and issued by an insurer acceptable to Baron, acting reasonably, may be provided in lieu of a title opinion);

- b) confirmation by the Client that all consents and approvals have been obtained, including, without limitation, regulatory, shareholder and board approvals and approval of other creditors, if applicable;

For greater certainty, in the event that one or more of the above conditions are not satisfied prior to July 22, 2016, then Baron may in its sole and absolute discretion terminate its commitment to advance the Credit Facilities as set forth in this Commitment Letter.

Reporting Covenants:

- a) Client to provide Baron with audited financial statements within 120 days of year-end;
- b) Client to provide Baron with internal financial statements no later than 45 days after end of fiscal quarter;
- c) Any other reports that Baron may request from time-to-time.

GENERAL CONDITIONS

Acceptance:

If the terms and conditions of the Commitment Letter are acceptable, please return an executed copy to Baron's office prior to June 28, 2016 at 5:00 p.m., failing which this Commitment Letter will expire.

Entire Agreement / Paramountcy:

This Commitment Letter and the Security constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings, representations and understandings, written or oral, between Baron and the Client. To the extent that any provision of the Security is inconsistent with or in conflict with the provisions of this Commitment Letter, the provisions of this Commitment Letter shall govern and the inclusion of any term in any of the Security that is not set out in this Commitment Letter shall not be an inconsistency.

Successors and Assigns:

This Commitment Letter shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.

Governing Law:

This Commitment Letter shall be governed by and construed in accordance with the laws of the Province of Ontario, Province of Quebec and the laws of Canada applicable therein.

Yours truly,

Baron Finance Incorporated



Per: Altan Gao, Credit Risk Analyst

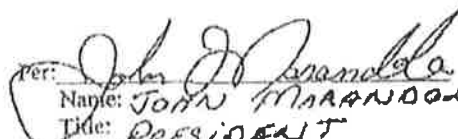
Amendment: As per my discussion of June 27th, 2016 with Mike Wallace - Exxonmobil receivables will not be factored. and the amount of funding we will receive on closing is \$850,000.⁰⁰

ACCEPTANCE AND AGREEMENT

The undersigned hereby confirms agreement to and acceptance of the terms and conditions outlined in the Commitment Letter as of this 28th day of June 2016.

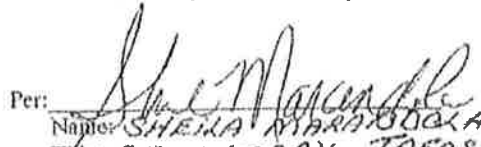
Mara Tech Aviation Services Ltd.


Witness

Per: 
Name: JOHN MARANDOLA
Title: PRESIDENT

I have authority to bind the corporation


Witness

Per: 
Name: SHEILA MARANDOLA
Title: SECRETARY-TREASURER

I have authority to bind the corporation

APPENDIX "D"
TO THE RECEIVER'S FIRST REPORT

**INFORMATION REQUIREMENTS
FOR
MARA TECH AVIATION SERVICES LTD.
MARA TECH AVIATION FUELS LTD.
MARA TECH AVIATION FUELS (THOMPSON) LTD.
MARA TECH AVIATION FUELS (SUDBURY) LTD.
(collectively the "Company")**

Pursuant the Order of the Honourable Justice Lococo dated August 4, 2016, we require the following information (set out in order of priority):

1. Creditors listing (in electronic format, by respective entity) setting out names, addresses, account numbers, and amounts outstanding as of the most recent date available.
2. An analysis of all outstanding government remittances (GST/HST, employee source deductions, workers' compensation, property and business taxes). Provide copies of all recent government statements of account and details of any existing payment arrangements.
3. Disclosure of all Company bank and/or investment accounts by respective entity. Copies of respective bank/investment statements for the preceding 6 months.
4. Current aged accounts receivable and accounts payable listings (including details of any unreleased/held cheques) by respective entity.
5. Externally prepared annual financial statements for the past 3 years.
6. Internal monthly financial statements for the last six month ends.
7. Accruals listing as at the most recent date possible, including accrued wages and an estimate of vacation pay owing, if any.
8. Breakdown of prepaid expenses as at the most current date possible.
9. Copies of Distribution Agreements, i.e. Esso/Imperial Oil, and Service Contracts with respect to airlines serviced by the Company.
10. An organization chart of Company management and key employees by respective entity including the duties for each. Provide a listing of salaries and hourly rates, and details of any bonus or pension plans that may exist.
11. A list of all employees presently on the payroll and their duties if not on the list in the point above. Please include salary, hourly rates, and details of any bonus or pension plans that may exist for these employees as well.

12. Identify unionized employees and provide copies of respective Collective Agreements.
13. Copies of all insurance policies covering the assets of the Company. Also provide a brief description of the claims history over the past three years, if any.
14. A copy of the lease for any leased premises. Details of any rental arrears for each lease.
15. Capital asset listing, indicating which assets are owned or leased (operating and capital leases), the location of assets, and related book values as at the most recent date possible. Also provide copies of the lease agreements.
16. Copies of any appraisals that may have been completed on the capital assets.
17. Details of any outstanding or pending litigation by or against the Company including employee grievances.
18. A list and description of any regulatory offences incurred during the last twelve months and copies of any reports issued by government agencies, if any.
19. Organization chart outlining the shareholder structure and identifying all related or associated companies.
20. A listing of related parties with a description of the nature of the relationship. A listing of related party debt and/or receivables and details on repayment terms.
21. Forecasted cash flows for the next twelve weeks on a weekly basis. Use actual current bank and operating loan balances as a starting point and ensure outstanding cheques yet to clear the bank are included in the weekly cash flow forecast. Provide historical weekly cash flow information for the four weeks prior to the beginning of the forecast for reference purposes.
22. Please advise us of the source of funding for cash disbursements being made on a weekly basis as set out above, i.e. bank loan, accounts receivable collections, etc.
23. Your business plan for the next twelve months. Accompanying the plan should be forecasted monthly balance sheets, income statements and cash flow statements for a 12 month period. Include major assumptions and initiatives underlying the forecast.
24. List of competitors and a description of the competitive advantages of the Company's services/operations versus its competitors'.
25. Any other reports or information that you feel will help us with the administration of the receivership.

APPENDIX "E"
TO THE RECEIVER'S FIRST REPORT



Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton ON L8P 1H1 Canada

IN THE MATTER OF THE RECEIVERSHIP OF
MARA TECH AVIATION FUELS LTD.,
of the City of Sault Ste. Marie,
in the Province of Ontario

Notice and Statement of the Receiver - Form 87
(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)

The receiver gives notice and declares that:

1. On the 4th day of August 2016, the undersigned, BDO Canada Limited, became the receiver in respect of the property of Mara Tech Aviation Fuels Ltd., that is described below:
 - Equipment and machinery
 - Pilot lounge
2. The undersigned became a receiver by virtue of being appointed by the Ontario Superior Court of Justice (the "Court") pursuant to a court order granted by the Honourable Mr. Justice Richard A. Lococo of the Court, dated August 4, 2016 (the "Receivership Order"). A copy of the Receivership Order and other publically available documents related to this proceeding can be found at: <http://www.extranets.bdo.ca/MaraTechAviation/documents.cfm>
3. As of the date of this Notice and Statement, the undersigned has not taken possession or control of any property of the debtor. The debtor remains in possession and control of the assets and day to day operations.
4. The following information relates to the receivership:
 - (a) Address of company:
Sault Ste. Marie Airport
475 Airport Rd.
Sault Ste. Marie, ON
P6A 5K6
 - (b) Principal line of business:
Jet fuel distributor
 - (c) Location of business:
Same as in part 4 (a)
 - (d) Amount owed by the company to each creditor who holds a security on the property described above:



Royal Bank of Canada	\$	75,392.38
Canada Revenue Agency		unknown
Lakes Leasing		90,680.18
Wages under S. 81.4		unknown
	\$	<u>166,072.56</u>

(e) The list of other creditors of the company and the amount owed to each creditor and the total amount due by the company is as follows:

- See attached Schedule A

(f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows:

Prior to the receiver's appointment, the debtor had reportedly secured going concern financing sufficient to satisfy its creditors. The receiver is presently investigating the potential and logistics of such financing. In the interim, the debtor remains in possession and control of the assets and day to day operations.

(g) Contact person for receiver:

BDO Canada Limited
805-25 Main Street West
Hamilton, Ontario
L8P 1H1

Attention: Darren Griffiths

Tel: 905-524-1008 Fax: 905-570-0249

Dated at Hamilton, Ontario, this 15th day of August 2016.

BDO CANADA LIMITED,
in its capacity as the
Court Appointed Receiver
of Mara Tech Aviation Fuels Ltd.
and not in its personal or
corporate capacity

Per:

 Christopher Mazur, CIRP
Senior Vice President

MaverTech Fuels Ltd

Union Gas
PO Box 4001 Stn A
Toronto, ON M5W 0G2

\$ 119.11

PUC Services Inc
500 Second Line East
SSM

254.58

Bell
Sault Fuels Phone

\$ 1,258.03

\$ 1,631.72



Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton ON L8P 1H1 Canada

IN THE MATTER OF THE RECEIVERSHIP OF
MARA TECH AVIATION SERVICES LTD.,
of the City of Sault Ste. Marie, Sudbury, North Bay, and Windsor
in the Province of Ontario

Notice and Statement of the Receiver - Form 87
(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)

The receiver gives notice and declares that:

1. On the 4th day of August 2016, the undersigned, BDO Canada Limited, became the receiver in respect of the property of Mara Tech Aviation Services Ltd., that is described below:
 - Accounts receivable
 - Equipment and machinery
2. The undersigned became a receiver by virtue of being appointed by the Ontario Superior Court of Justice (the "Court") pursuant to a court order granted by the Honourable Mr. Justice Richard A. Lococo of the Court, dated August 4, 2016 (the "Receivership Order"). A copy of the Receivership Order and other publically available documents related to this proceeding can be found at: <http://www.extranets.bdo.ca/MaraTechAviation/documents.cfm>
3. As of the date of this Notice and Statement, the undersigned has not taken possession or control of any property of the debtor. The debtor remains in possession and control of the assets and day to day operations.
4. The following information relates to the receivership:
 - (a) Address of company:
 - Sault Ste. Marie Airport
475 Airport Rd.
Sault Ste. Marie, ON
P6A 5K6
 - Greater Sudbury Airport
5000 Air Terminal Dr.
Garson, ON
P3L 1V4
 - North Bay/Jack Garland Airport
50 Terminal St., Suite 1
North Bay, ON
P1B 8G2
 - Windsor International Airport
3200 County Rd 42
Windsor, ON
N8V 1A1



- (b) Principal line of business:
Ground support services to various airlines
- (c) Location of business:
Same as in part 4 (a)
- (d) Amount owed by the company to each creditor who holds a security on the property described above:
- | | |
|-----------------------|----------------------|
| Royal Bank of Canada | \$ 246,318.73 |
| Canada Revenue Agency | 100,760.11 |
| Kubota Canada Ltd. | 54,714.50 |
| Wages under S. 81.4 | unknown |
| | <u>\$ 401,793.34</u> |

- (e) The list of other creditors of the company and the amount owed to each creditor and the total amount due by the company is as follows:

- See attached Schedule A

- (f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows:

Prior to the receiver's appointment, the debtor had reportedly secured going concern financing sufficient to satisfy its creditors. The receiver is presently investigating the potential and logistics of such financing. In the interim, the debtor remains in possession and control of the assets and day to day operations.

- (g) Contact person for receiver:

BDO Canada Limited
805-25 Main Street West
Hamilton, Ontario
L8P 1H1

Attention: Darren Griffiths

Tel: 905-524-1008 Fax: 905-570-0249



Dated at Hamilton, Ontario, this 15th day of August 2016.

BDO CANADA LIMITED,
in its capacity as the
Court Appointed Receiver
of Mara Tech Aviation Services Ltd.
and not in its personal or
corporate capacity

Per:


for | Christopher Mazur, CIRP
Senior Vice President

Manitoba Auction Services Ltd.

Greater Sudbury Airport 5000 Air Terminal Drive, Suite T202 Garson, ON P3L 1V4 - Leases	\$	3,746.44
North Bay Airport 50 Terminal St, Suite 1 North Bay, ON P1B 8G2	\$	202.89
Fedex 1-495 Eastchester Ave E St Catharines, ON L2M 6S2	\$	141.39
Bell John Fax	\$	65.79
Bell Sudbury Internet	\$	394.42
Bell North Bay Internet	\$	349.47
Bell Sault Ramp Internet	\$	394.05
Bell J Kesek Phone	\$	427.42
	\$	<u>5,721.87</u>



Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton ON L8P 1H1 Canada

IN THE MATTER OF THE RECEIVERSHIP OF
MARA TECH AVIATION FUELS (THOMPSON) LTD.,
of the City of Thompson
in the Province of Manitoba

Notice and Statement of the Receiver - Form 87
(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)

The receiver gives notice and declares that:

1. On the 4th day of August 2016, the undersigned, BDO Canada Limited, became the receiver in respect of the property of Mara Tech Aviation Fuels (Thompson) Ltd., that is described below:
 - N/A
2. The undersigned became a receiver by virtue of being appointed by the Ontario Superior Court of Justice (the "Court") pursuant to a court order granted by the Honourable Mr. Justice Richard A. Lococo of the Court, dated August 4, 2016 (the "Receivership Order"). A copy of the Receivership Order and other publically available documents related to this proceeding can be found at: <http://www.extranets.bdo.ca/MaraTechAviation/documents.cfm>
3. Following the receiver's appointment, the debtor advised operations in Thompson, MB ceased during September 2015 with no remaining assets. There are three related companies named in the Receivership Order which continue to operate in Ontario.
4. The following information relates to the receivership:
 - (a) Address of company:
Thompson Airport
1 Airport Road
Thompson, MB
R8N 1M9
 - (b) Principal line of business:
Jet fuel distributor
 - (c) Location of business:
Same as in part 4 (a)
 - (d) Amount owed by the company to each creditor who holds a security on the property described above:



Royal Bank of Canada	\$ 72,919.65
Canada Revenue Agency	6,340.41
Wages under S. 81.4	unknown
	<u>\$ 79,260.06</u>

(e) The list of other creditors of the company and the amount owed to each creditor and the total amount due by the company is as follows:

- NIL

(f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows:

Following the receiver's appointment, the debtor advised operations in Thompson, MB ceased during September 2015 with no remaining assets. There are three related companies named in the Receivership Order which continue to operate in Ontario.

Prior to the receiver's appointment, the debtor had reportedly secured going concern financing sufficient to satisfy its creditors. The receiver is presently investigating the potential and logistics of such financing. In the interim, the debtor remains in possession and control of the assets and day to day operations in Ontario.

(g) Contact person for receiver:

BDO Canada Limited
805-25 Main Street West
Hamilton, Ontario
L8P 1H1

Attention: Darren Griffiths

Tel: 905-524-1008 Fax: 905-570-0249

Dated at Hamilton, Ontario, this 15th day of August 2016.

BDO CANADA LIMITED,
in its capacity as the
Court Appointed Receiver
of Mara Tech Aviation Fuels (Thompson) Ltd.
and not in its personal or
corporate capacity

Per:

Christopher Mazur, CIRP
Senior Vice President



Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton ON L8P 1H1 Canada

IN THE MATTER OF THE RECEIVERSHIP OF
MARA TECH AVIATION FUELS (SUDBURY) LTD.,
of the City of Sudbury,
in the Province of Ontario

Notice and Statement of the Receiver - Form 87
(Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*)

The receiver gives notice and declares that:

1. On the 4th day of August 2016, the undersigned, BDO Canada Limited, became the receiver in respect of the property of Mara Tech Aviation Fuels (Sudbury) Ltd., that is described below:
 - Accounts receivable
 - Equipment and machinery
2. The undersigned became a receiver by virtue of being appointed by the Ontario Superior Court of Justice (the "Court") pursuant to a court order granted by the Honourable Mr. Justice Richard A. Lococo of the Court, dated August 4, 2016 (the "Receivership Order"). A copy of the Receivership Order and other publically available documents related to this proceeding can be found at: <http://www.extranets.bdo.ca/MaraTechAviation/documents.cfm>
3. As of the date of this Notice and Statement, the undersigned has not taken possession or control of any property of the debtor. The debtor remains in possession and control of the assets and day to day operations.
4. The following information relates to the receivership:
 - (a) Address of company:
Greater Sudbury Airport
5000 Air Terminal Dr.
Garson, ON
P3L 1V4
 - (b) Principal line of business:
Jet fuel distributor
 - (c) Location of business:
Same as in part 4 (a)
 - (d) Amount owed by the company to each creditor who holds a security on the property described above:



Royal Bank of Canada	\$ 177,280.94
Canada Revenue Agency	unknown
Wages under S. 81.4	unknown
	<u>\$ 177,280.94</u>

(e) The list of other creditors of the company and the amount owed to each creditor and the total amount due by the company is as follows:

- See attached Schedule A

(f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows:

Prior to the receiver's appointment, the debtor had reportedly secured going concern financing sufficient to satisfy its creditors. The receiver is presently investigating the potential and logistics of such financing. In the interim, the debtor remains in possession and control of the assets and day to day operations.

(g) Contact person for receiver:

BDO Canada Limited
805-25 Main Street West
Hamilton, Ontario
L8P 1H1

Attention: Darren Griffiths

Tel: 905-524-1008 Fax: 905-570-0249

Dated at Hamilton, Ontario, this 15th day of August 2016.

BDO CANADA LIMITED,
in its capacity as the
Court Appointed Receiver
of Mara Tech Aviation Fuels (Sudbury) Ltd.
and not in its personal or
corporate capacity

Per:

Christopher Mazur, CIRP
Senior Vice President

Mauritech Sudbury

Hydro One Networks Inc.
PO Box 5700
Markham, ON L3R 1C8 \$ 562.90

Northern Metering Services
1000 Barrydowne Rd
Sudbury, ON P3A 3V3 \$ 135.60

Bell
Sudbury Fuels Phone \$ 215.85

914.35

APPENDIX "F"
TO THE RECEIVER'S FIRST REPORT



BARON FINANCE
FINANCEMENT BARON

T. 1-855-879-1511
F. 1-855-879-1512

info@baronfinance.com
www.baronfinance.com

COMMITMENT LETTER

August 9, 2016

PRIVATE AND CONFIDENTIAL

Mara Tech Aviation Services Ltd
412 Wright Crescent
Niagara-on-the-Lake, ON
L0S 1J0

Attention: Mr. John Marandola and Mrs. Sheila Marandola

Dear Mr. and Mrs. Marandola,

Baron Finance Incorporated ("**Baron**") is pleased to offer credit facilities described in this Commitment Letter (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the schedules attached hereto (collectively, the "**Commitment Letter**"). Unless otherwise indicated, all amounts are expressed in Canadian currency.

PARTIES AND USE OF FUNDS

Client: Mara Tech Aviation Services Ltd. ("**Client**").

Factor: Baron Finance Incorporated ("**Baron**").

Corporate Guarantors: Corporate Guarantees from:
Mara Tech Aviation Fuels Ltd.
Mara Tech Aviation Fuels (Sudbury) Ltd.
Mara Tech Aviation Fuels (Thompson) Ltd.
Marandola Holding Ltd.

Personal Guarantors: Unlimited Personal Guarantees from:
John Marandola, Sheila Marandola, as well as all registered directors.

Programme: Factoring Facility of up to \$750,000.00;
Equipment Facility of up to \$100,000.00;
Real Estate Facility of up to \$300,000.00;
No change in the use of funds may be made without Baron's express prior written consent.

FACTORING FACILITY

Factoring Facility:	The following terms are applicable to the Factoring Facility and are subject to the terms of the Baron's standard form Full Factoring Agreement.
Advance Rate:	Up to 80% of the face value of the approved receivable.
Recourse:	Full recourse to the Client shall occur at 90 days and shall be subject to an additional fee.
Factoring Fees:	A Flat Rate of 1.5% shall be due on all purchased receivables for the first 30 days, followed by an additional 1.0% for every 15 days or less.
Further Fee:	A further daily rate of 0.1% shall be due on all purchased receivables, from day 91 until day 999.
No Obligations:	Baron shall only Factor the receivables which are acceptable to Baron in its sole discretion. Baron reserves the right to contact and obtain documentation from the Client's customers.
Direction of Payments:	Client shall direct its debtors to make payments directly to a secured lockbox with TD Bank. The collections of the Client's account receivable shall be directed into such lockbox. The Client shall only have access to monitor such deposits. Notwithstanding the foregoing, the Client, the Corporate Guarantors, and the Personal Guarantors agree and acknowledge that in the event they receive any funds relating to invoices or accounts receivable purchased by Baron, the funds shall be held in trust for and shall be forthwith remitted to Baron without deduction.

EQUIPMENT FACILITY

Equipment Facility:	The following terms are applicable to the Equipment Facility and are subject to the terms of the Baron's standard form Loan Agreement.
Advance Rate:	Up to 75% of Gross Orderly Liquidation Value of approved equipment.
Interest Fee:	Prime + 16% (minimum of 19%).
Amortisation:	3 years.
Payments:	Equal monthly instalments of principle and interest sufficient to repay the loan in 2 years.

REAL ESTATE FACILITY

Real Estate Facility:	The following terms are applicable to the Real Estate Facility and are subject to the terms of the Baron's standard form Loan Agreement.
Advance:	Up to 65% of Market Value of approved real estate.
Interest:	Prime + 3% (minimum of 16%).
Amortization:	10 years.
Payments:	Equal monthly instalments of principle and interest sufficient to repay the loan in 10 years.

-Applicable to all above referenced Facilities-

Term:	2 years.
Due Diligence Fee:	\$2,500 upon the signing of Commitment Letter.
Facility Fee:	1.25% of total facility, and Letter of Direction to be signed by Client to pay Peel Financial Inc.
Early Termination Penalty:	If any of the facilities are terminated by the Client prior to the expiration of the Term for any reason whatsoever, or if Baron terminates the agreement for cause due to the occurrence of an event of default, the Client would be obligated to pay an early termination fee equal to two percent (2%) of the Sum of Facilities Limits if the Facilities are terminated during the first year of the Term, an early termination fee equal to one percent (1%) of the Sum of the Facilities Limits if the Facilities are terminated during the second year of the Term.
Fees:	In addition to the fees set forth in Baron's standard Full Factoring Agreement and Loan Agreement, the Client shall pay the following fees to Baron (1) all evaluation fees including, but not limited to appraisal, field audits, HST and disbursements; and (2) all legal fees, HST and disbursements.

SECURITY AND CONDITIONS PRECEDENT TO ADVANCE

Security:	The Client, the Personal Guarantors and the Corporate Guarantors shall provide to Baron (or cause to be provided to Baron) the following guarantees, security, charges and assignments (collectively, the "Security") each in form and substance satisfactory and registered with such priority as deemed appropriate by Baron and its legal counsel: <ol style="list-style-type: none"> 1. joint and several personal guarantee from the Personal Guarantors;
------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. joint and several guarantee from the Corporate Guarantors for 100% of the outstanding loan amount in respect of all liabilities, obligations, and indebtedness of the Client to Baron;
3. the first mortgage/charge of building municipally known as 475 Airport Road, Sault Ste. Marie, ON; and,

the second mortgage/charge of land and building municipally known as:

412 Wright Cres., Niagara-On-the-Lake, ON L0S 1J0;

(Collectively, the "Property")
4. an assignment of rents and leases by the Client in respect of the Property, if applicable;
5. General Security Agreement from Client and all Corporate Guarantors in favour of Baron with a first security interest in all present and after-acquired personal property of the client;
6. a subordination and postponement of claim by all Persons or companies related to the Client who have advanced monies by way of loan/advance to the Client shall be postponed and subordinated in favour of repayment in full of the Factoring Facilities;
7. assignment of all insurance policies with respect to the Client's operations, liability and all proceeds and benefits therefrom in favour of Baron. The Client shall provide to Baron such evidence as Baron may request that all of the above required insurance is in place prior to any advance of funds being made;
8. receipt by the Baron of proof of payment of property/municipal taxes etc. within 30 days from each annual date at which the Borrowers provide this payment confirmation. In the case of any occurrence of non-payment of property taxes, Baron reserves the right to collect from the Borrower, pro-rata property taxes on a monthly basis and maintain a tax reserve account for the taxes payable in respect of the Property;
9. such other security instruments, certificates, assurances and documentation required in the reasonable opinion of the solicitors for Baron.

Conditions Precedent:

The following conditions precedent shall be completed and/or fulfilled to the satisfaction of Baron in its sole discretion prior to the advance of funds:

- I. Satisfactory completion by Baron of all due diligence required by Baron:
- a) execution, delivery and (where applicable) registration of all necessary legal documentation including, without limitation, the Security and delivery of such legal opinions as may be required by Baron and its legal counsel and as are customary in connection with the Factoring Facilities including with respect to such matters as the enforceability of this Commitment Letter and the Security as well as title to the Property and off-title clearance letters for the Property (it being understood that title insurance, in form and substance satisfactory to Baron and issued by an insurer acceptable to Baron, acting reasonably, may be provided in lieu of a title opinion);
 - b) confirmation by the Client that all consents and approvals have been obtained, including, without limitation, regulatory, shareholder and board approvals and approval of other creditors, if applicable;

For greater certainty, in the event that one or more of the above conditions are not satisfied prior to **Sept 9, 2016**, then Baron may in its sole and absolute discretion terminate its commitment to advance the Credit Facilities as set forth in this Commitment Letter.

Reporting Covenants:

- a) Client to provide Baron with audited financial statements within 120 days of year-end;
- b) Client to provide Baron with internal financial statements no later than 45 days after end of fiscal quarter;
- c) Any other reports that Baron may request from time-to-time.

GENERAL CONDITIONS

Acceptance:

If the terms and conditions of the Commitment Letter are acceptable, please return an-executed copy to Baron's office prior to **Aug 12, 2016 at 5:00 p.m.**, failing which this Commitment Letter will expire.

Entire Agreement / Paramountcy:

This Commitment Letter and the Security constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, undertakings, representations and understandings, written or oral, between Baron and the Client. To the extent that any provision of the Security is inconsistent with or in conflict with the provisions of this Commitment Letter, the provisions of this Commitment Letter shall govern and the inclusion of any term in any of the Security

that is not set out in this Commitment Letter shall not be an inconsistency.

Successors and Assigns:

This Commitment Letter shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representations, successors and permitted assigns.

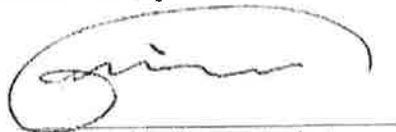
Governing Law:

This Commitment Letter shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Yours truly,

Baron Finance Incorporated

Per:

A handwritten signature in black ink, appearing to read 'Altan Gao', is written over a horizontal line. The signature is stylized and cursive.

Altan Gao, Credit Risk Analyst

ACCEPTANCE AND AGREEMENT

The undersigned hereby confirms agreement to and acceptance of the terms and conditions outlined in the Commitment Letter as of this _____ day of _____ 2016.

Mara Tech Aviation Services Ltd.

Witness

Per: _____

Name:

Title:

I have authority to bind the corporation

Witness

Per: _____

Name:

Title:

I have authority to bind the corporation

APPENDIX "G"
TO THE RECEIVER'S FIRST REPORT



BARON FINANCE
FINANCEMENT BARON

T: 1-855-879-1511
F: 1-855-873-1512

info@baronfinance.com
www.baronfinance.com

COMMITMENT LETTER

August 30, 2016

PRIVATE AND CONFIDENTIAL

Mara Tech Aviation Services Ltd
412 Wright Crescent
Niagara-on-the-Lake, ON
L0S 1J0

Attention: Mr. John Marandola and Mrs. Sheila Marandola

Dear Mr. and Mrs. Marandola,

Baron Finance Incorporated ("**Baron**") is pleased to offer credit facilities described in this Commitment Letter (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the schedules attached hereto (collectively, the "**Commitment Letter**"). Unless otherwise indicated, all amounts are expressed in Canadian currency.

PARTIES AND USE OF FUNDS

Client: Mara Tech Aviation Services Ltd. ("**Client**").

Factor: Baron Finance Incorporated ("**Baron**").

Corporate Guarantors: Corporate Guarantees from:
Mara Tech Aviation Fuels Ltd.
Mara Tech Aviation Fuels (Sudbury) Ltd.
Mara Tech Aviation Fuels (Thompson) Ltd.
Marandola Holding Ltd.

Personal Guarantors: Unlimited Personal Guarantees from:
John Marandola, Sheila Marandola, as well as all registered directors.

Programme: Factoring Facility of up to \$500,000.00;
Real Estate Facility of up to \$312,000.00;

No change in the use of funds may be made without Baron's express prior written consent.

FACTORING FACILITY

27 Royinc Rd, Unit 11
Woodbridge, ON L4L 8F3

604 Columbia Street, Suite 400
New Westminster, BC V3M 1A5

95 Boulevard de Gauthier, Suite 204
Lévis, QC J6Z 3H8

Factoring Facility:	The following terms are applicable to the Factoring Facility and are subject to the terms of the Baron's standard form Full Factoring Agreement.
Advance Rate:	Up to 80% of the face value of the approved receivable.
Recourse:	Full recourse to the Client shall occur at 90 days and shall be subject to an additional fee.
Factoring Fees:	A Flat Rate of 1.5% shall be due on all purchased receivables for the first 30 days, followed by an additional 1.0% for every 15 days or less.
Further Fee:	A further daily rate of 0.1% shall be due on all purchased receivables, from day 91 until day 999.
No Obligations:	Baron shall only Factor the receivables which are acceptable to Baron in its sole discretion. Baron reserves the right to contact and obtain documentation from the Client's customers.
Direction of Payments:	Client shall direct its debtors to make payments directly to a secured lockbox with TD Bank. The collections of the Client's account receivable shall be directed into such lockbox. The Client shall only have access to monitor such deposits. Notwithstanding the foregoing, the Client, the Corporate Guarantors, and the Personal Guarantors agree and acknowledge that in the event they receive any funds relating to invoices or accounts receivable purchased by Baron, the funds shall be held in trust for and shall be forthwith remitted to Baron without deduction.

REAL ESTATE FACILITY

Real Estate Facility:	The following terms are applicable to the Real Estate Facility and are subject to the terms of the Baron's standard form Loan Agreement.
Advance:	Up to 75% of Market Value of approved real estate.
Interest:	Prime + 13% (minimum of 16%).
Amortization:	4 years.
Payments:	Equal monthly instalments of principle and interest sufficient to repay the loan in 4 years.

-Applicable to all above referenced Facilities-

Term:	2 years.
Due Diligence Fee:	\$2,500 upon the signing of Commitment Letter.

Facility Fee:	1.25% of total facility, and Letter of Direction to be signed by Client to pay Peel Financial Inc.
Early Termination Penalty:	If any of the facilities are terminated by the Client prior to the expiration of the Term for any reason whatsoever, or if Baron terminates the agreement for cause due to the occurrence of an event of default, the Client would be obligated to pay an early termination fee equal to two percent (2%) of the Sum of Facilities Limits if the Facilities are terminated during the first year of the Term, an early termination fee equal to one percent (1%) of the Sum of the Facilities Limits if the Facilities are terminated during the second year of the Term.
Fees:	In addition to the fees set forth in Baron's standard Full Factoring Agreement and Loan Agreement, the Client shall pay the following fees to Baron (1) all evaluation fees including, but not limited to appraisal, field audits, HST and disbursements; and (2) all legal fees, HST and disbursements.

SECURITY AND CONDITIONS PRECEDENT TO ADVANCE

Security:	<p>The Client, the Personal Guarantors and the Corporate Guarantors shall provide to Baron (or cause to be provided to Baron) the following guarantees, security, charges and assignments (collectively, the "Security") each in form and substance satisfactory and registered with such priority as deemed appropriate by Baron and its legal counsel:</p> <ol style="list-style-type: none"> 1. joint and several personal guarantee from the Personal Guarantors; 2. joint and several guarantee from the Corporate Guarantors for 100% of the outstanding loan amount in respect of all liabilities, obligations, and indebtedness of the Client to Baron; 3. the first mortgage/charge of building municipally known as 475 Airport Road, Sault Ste. Marie, ON; and, the second mortgage/charge of land and buildings municipally known as: 412 Wright Cres., Niagara-On-the-Lake, ON L0S 1J0; 4 Trinity Circle, St. Catharines, ON L2N 2K8; (Collectively, the "Property") 4. an assignment of rents and leases by the Client in respect of the Property, if applicable;
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5. General Security Agreement from Client and all Corporate Guarantors in favour of Baron with a first security interest in all present and after-acquired personal property of the client;
6. a subordination and postponement of claim by all Persons or companies related to the Client who have advanced monies by way of loan/advance to the Client shall be postponed and subordinated in favour of repayment in full of the Factoring Facilities;
7. assignment of all insurance policies with respect to the Client's operations, liability and all proceeds and benefits therefrom in favour of Baron. The Client shall provide to Baron such evidence as Baron may request that all of the above required insurance is in place prior to any advance of funds being made;
8. receipt by the Baron of proof of payment of property/municipal taxes etc. within 30 days from each annual date at which the Borrowers provide this payment confirmation. In the case of any occurrence of non-payment of property taxes, Baron reserves the right to collect from the Borrower, pro-rata property taxes on a monthly basis and maintain a tax reserve account for the taxes payable in respect of the Property;
9. such other security instruments, certificates, assurances and documentation required in the reasonable opinion of the solicitors for Baron.

Conditions Precedent:

The following conditions precedent shall be completed and/or fulfilled to the satisfaction of Baron in its sole discretion prior to the advance of funds:

1. Satisfactory completion by Baron of all due diligence required by Baron:
 - a) execution, delivery and (where applicable) registration of all necessary legal documentation including, without limitation, the Security and delivery of such legal opinions as may be required by Baron and its legal counsel and as are customary in connection with the Factoring Facilities including with respect to such matters as the enforceability of this Commitment Letter and the Security as well as title to the Property and off-title clearance letters for the Property (it being understood that title insurance, in form and substance satisfactory to Baron and issued by an insurer acceptable to Baron, acting reasonably, may be provided in lieu of a title opinion);

- b) confirmation by the Client that all consents and approvals have been obtained, including, without limitation, regulatory, shareholder and board approvals and approval of other creditors, if applicable;

For greater certainty, in the event that one or more of the above conditions are not satisfied prior to **September 30, 2016**, then Baron may in its sole and absolute discretion terminate its commitment to advance the Credit Facilities as set forth in this Commitment Letter.

Reporting Covenants:

- a) Client to provide Baron with audited financial statements within 120 days of year-end;
- b) Client to provide Baron with internal financial statements no later than 45 days after end of fiscal quarter;
- c) Any other reports that Baron may request from time-to-time.

GENERAL CONDITIONS

Acceptance:

If the terms and conditions of the Commitment Letter are acceptable, please return an executed copy to Baron's office prior to **September 2, 2016 at 5:00 p.m.**, failing which this Commitment Letter will expire.

Entire Agreement / Paramountcy:

This Commitment Letter and the Security constitutes the entire agreement between the parties with respect to the **subject matter** hereof and supersedes all prior negotiations, **undertakings, representations and understandings**, written or oral, between Baron and the Client. To the extent that any provision of the Security is inconsistent with or in conflict with the provisions of this Commitment Letter, the provisions of this Commitment Letter shall govern and the inclusion of any term in any of the Security that is not set out in this Commitment Letter shall not be an inconsistency.

Successors and Assigns:

This Commitment Letter shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and permitted assigns.


Governing Law:

This Commitment Letter shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Yours truly,

Baron Finance Incorporated

Per:


Altan Gao, Credit Risk Analyst

ACCEPTANCE AND AGREEMENT

The undersigned hereby confirms agreement to and acceptance of the terms and conditions outlined in the Commitment Letter as of this _____ day of _____ 2016.

Mara Tech Aviation Services Ltd.

Witness

Per: _____
Name:
Title:

I have authority to bind the corporation

Witness

Per: _____
Name:
Title:

I have authority to bind the corporation

APPENDIX "H"
TO THE RECEIVER'S FIRST REPORT



SimpsonWigle

1 Hunter Street East, Suite 200
Hamilton, Ontario L8N 3W1
P.O. Box 990, Hamilton, Ontario L8N 3R1
Tel: 905-528-8411 Fax: 905-528-9008
www.simpsonwigle.com

David J. Jackson
Tel: 005-528-8411 ext.304
Email: jacksond@simpsonwigle.com

September 27, 2016

VIA EMAIL TO: delisio@bellnet.ca

Luigi De Lisio
Barrister & Solicitor
16 – 261 Martindale Road
St. Catharines, Ontario
L2W 1A2

Attention: Mr. Luigi De Lisio

Dear Mr. De Lisio,

RE: Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd. (hereinafter collectively referred to as "Mara Tech").

We are writing to you on behalf of BDO Canada Limited receiver of the four above captioned companies. We attach herewith a listing of Information Requirements. We advise that the information requested at items 8, 14, 17, 18, and 20-25 inclusive have not been received by our client. Additionally, our client requested environmental reports with respect to the Sault Saint Marie location and employee wage rates. Our client has made numerous requests to Mr. Marandola and the bookkeeper for the aforesaid companies. I will not detail the numerous requests but do advise that further to our client's most recent email and voicemail requests to Mr. Marandola and the bookkeeper on September 15, 2016, and a telephone communication between Mr. Robyn Duwyn of BDO Canada Limited and Mr. Marandola on September 15, 2016, Mr. Marandola undertook to provide the outstanding information by September 20th, 2016. Notwithstanding your clients undertaking, very little of the information has been received.

P.D. MILNE
J.M. WIGLE
K.L. OSBORNE
S.H. TEE
M. DURDAN
G. R. DALY

L.W. MATTHEWS
T. BULLOCK
R.A. FISHER*
H.A. HAMDANI
B. SARSH

J.N. ROSENBLATT
D.A. SCHMUCK*
P.A. RAMALIERI**
C. SAVAS**
S.H. COSTA

J.C. BROWN
I.C. MONACO*
S.M. LAW
G. NALSOK
A. KNUDSON

D.J.H. JACKSON
B.J. FOJTMAN
B.C. LANGLOTT
K.G. HYLAND
A.M. STONE

M.C. MORGAN
R.S. BANKS
C.A. HESIAK
R. WYDYSKI
T.P. LAMBERT

*Professional Corporation ** Member of the Ontario and New York Bar
Burlington Office: 390 Brant Street, Suite 501, Burlington, Ontario L7R 4J4 Tel: 905-639-1052 Fax: 905-333-3960

We advise you that if the aforesaid information is not received by September 28, 2016, our client will have no alternative but to bring a motion to compel Mr. Marandola to provide the aforementioned information and will be seeking costs personally against Mr. Marandola.

Yours very truly,

SimpsonWigle LAW LLP

David J. Jackson
DJJ/cv

cc. Client

APPENDIX "I"
TO THE RECEIVER'S FIRST REPORT

LUIGI DE LISIO

Barrister & Solicitor
16 - 261 Martindale Road
St. Catharines, ON L2W 1A2
Telephone: 905-687-4885 Fax: 905-687-3311

September 29, 2016

DELIVERED VIA FACSIMILE TO 1-905-528-9008

Simpson Wigle
Barristers & Solicitors
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

Attention: Mr. David Jackson

Dear Mr. Jackson;

Re: Mara Tech Aviation Fuels Ltd. et al ats Royal Bank of Canada

Thank you for your e-mail of September 27, 2016. I forwarded a copy of same to my client this morning. He was very surprised on receiving same. He advises that he has complied with all requests made by BDO on each and every occasion that a request for information has been made.

He advises that most recently he was asked by Mr. Duwyn to provide financial and operational information required by BDO to carry out it's mandate pursuant to the Court order. Mr. Duwyn requested that he receive the information by noon, September 29th. My client advises that he provided the information to him a day early. His bookkeeper, Rita has also complied with all requests in a timely fashion. After reading your correspondence my client contacted Mr. Duwyn directly and was informed that he had most of what he currently needs. My client also extended an invitation to Mr. Duwyn to visit his office if he required anything further.

I will address your requests in the numbered paragraphs below. Note that the paragraph numbers correspond to the items you have enumerated at paragraph 1 of your letter of September 29, 2016.

Re: Item 8

I am advised that when Mr. Duwyn attended the Maratech offices on August 31, 2016, the issue of breaking down pre-paid expenses at the most current date possible was addressed. The only pre-paid amount is the rent paid at 39 Queen Street, St. Catharines for \$500.00 per month.

Re: Item 14

Each of the airports have leases. Some of the leases were signed 27 years ago and simply renewed as the term expired. My client will contact each airport to obtain whatever documentation is available.

Re: Item 17

Details of outstanding and/or pending litigation was discussed with Mr. Duwyn at the August 31, 2016 meeting. He was advised that there is one employee grievance outstanding with the Human Rights Commission. I enclose herewith a copy of the grievance/complaint.

Re: Item 18

Mr. Duwyn was advised at the August 31, 2016 meeting that there are no regulatory offences outstanding. The situation currently remains the same.

Re: Item 20

All related parties are disclosed in the financial statements that have been provided. They consist of the four (4) companies owned by Mr. Marandola. There are no other related parties. I am told that the related parties have one combined bank account. As a result, daily transactions affect each of the related parties.

Re: Item 21

Forecasted cash flows for the following twelve (12) months on a weekly basis cannot be determined given the accounting changes caused by the appointment of the Receiver. Exxon is currently holding all payments which were previously paid on a daily cash settlement basis. Nevertheless, Mr. Marandola will request a pay-out amount from Exxon next week. The payment arrangement with World Fuels, which will come into effect November 1, 2016 has not yet been finalized.

Re: Item 22

The source of cash for cash disbursements are the funds from accounts receivable.

Re: Item 23

My client is not able to prepare a business plan given all of the above and the uncertainty of the new arrangement with World Fuels. The main plan at this point is to pay out RBC, CRA and Lakes Leasing. RBC provided pay-out figures September 28, 2016. Mr. Marandola has a commitment for sufficient funds to pay out RBC and has listed two (2) properties for sale which had been ear-marked for sale even prior to the Receiver's appointment. There is sufficient equity in the properties and sufficient money being

borrowed to allow for payment to all interested parties. Mr. Marandola's goal at this point is to stop RBC and the Receiver from adding to the amount already owed. I called Mr. Peddle's office today with the hopes of arranging a meeting in the next day or two to finalize a pay-out with RBC and it is hoped that your client, through you, would be available to discuss finalizing matters.

Re: Item 24

My client cannot provide a list of competitors. He does not know who they are, the terms of their engagement, or the airports that they service. He can provide you with a list of names of companies that provide services similar to his, but he is not privy to any details.

Re: Item 25

My client has no other reports or information to provide.

Miscellaneous

Mr. Durwyn was provided the wage rates for employees on August 31, 2016.

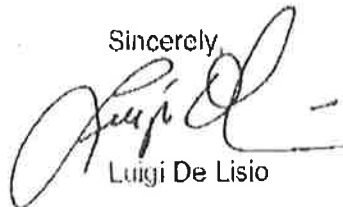
My client has no "environmental reports". The companies have not been required to obtain any reports given that they have not violated any environmental regulations. I am advised that the Ministry of Environment audits my clients' tank farm facility from time to time and they have always passed inspection. The companies also audited by Imperial Oil on an annual basis and by their major customers, which include Air Canada, Porter Airlines, and the Department of National Defence.

I trust this satisfies the requests made by your client.

At this point my client is becoming very concerned with additional costs being incurred over and above those already claimed. It is our position that the "clock" should have stopped ticking some time ago but certainly now since he has the means to have the Receiver's involvement terminated. The continued involvement of the Receiver and RBC is to his significant detriment and prejudice.

We are requesting that all enforcement proceedings cease now and that the focus be on paying out creditors, ending the litigation, and placing the companies back in Mr. Marandola's capable hands.

Sincerely



Luigi De Lisio



Canadian
human rights
commission

Commission
canadienne des
droits de la personne

Resolution Services
Division

Division des services
de règlement

JUL 27 2016

PROTECTED

File number: 20160503

Mr. John Marandola
President
Mara-Tech Aviation Fuels Ltd
39 Queen Street
St. Catharines, Ontario L2R 5G6

Dear Mr. Marandola:

I am writing to let you know that we have received a complaint from Mr. Michel Boulard alleging that Mara-Tech Aviation Fuels Ltd has violated the *Canadian Human Rights Act* (the Act). I have enclosed a copy of the complaint.

What happens now?

We are inviting you to participate in the mediation process. Mediation is voluntary and confidential. It gives you an opportunity to explain your side. It also gives both parties a chance to find a solution to the concerns that led to the complaint. Anything you discuss in mediation cannot be used against you.

Mediation has many advantages, which are mentioned in the attached brochure. Please contact Janet Spencer, Mediator, at 613-943-9164 or by e-mail at the following address: Janet.Spencer@chrc-ccdp.gc.ca within 15 calendar days from the date of receipt of this letter, in order to set up a mediation date or if you have any questions regarding the mediation process.

Will my information become public?

The Commission's process is confidential, but both parties get to see all the information that the Commissioners see when they make their decision.

Also, all information will become public if the Commission's decision is sent to a judge for review. And all information will become public if the complaint is referred to the Canadian Human Rights Tribunal. All information is available in both official languages.

You should hold on to any material related to the allegations until the complaint process is finished. This includes information in electronic formats.

.../2



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canadienne des
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SUMMARY OF COMPLAINT

<p>FILE NUMBER 20160503</p>	<p>DATE COMPLAINT RECEIVED 22-JUN-2016</p>
<p>COMPLAINANT Michel Boulard</p>	<p>RESPONDENT Mara-Tech Aviation Fuels Ltd</p>
<p>DATE OF ALLEGED DISCRIMINATION 23-JUN-2015</p>	<p>LOCATION WHERE ALLEGED DISCRIMINATION OCCURED Falconbridge, Ontario</p>
<p>PROHIBITED GROUNDS OF DISCRIMINATION Disability</p>	<p>SECTIONS OF THE ACT 7 - Employment</p>
<p>ALLEGED PRACTICES Employment - Termination of Employment</p>	



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human rights
commission

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COMPLAINT FORM

For Office Use Only:	File Number: 20160503
-----------------------------	------------------------------

Your name (You are the complainant)

First name <i>Michel</i>	Last name <i>Bouland</i>
-----------------------------	-----------------------------

Who are you complaining against? (This is the respondent) (If your complaint is accepted, the Commission will send a copy of this complaint to the respondent.)

Name of business, organization or association <i>Mara-Tech Aviation Fuels LTD.</i>

Please read the statements below and sign and date this form to confirm your agreement:

I am making a complaint under the *Canadian Human Rights Act* (the Act) for assessment by the *Canadian Human Rights Commission* (the Commission). I have reasonable grounds for believing that I have been the victim of discrimination on the basis of one or more of the prohibited grounds specified in the Act. I declare that the information I provided is true to the best of my knowledge or belief.

I understand that the personal information provided in this complaint form is collected under the authority of the Act and, along with all of the personal information obtained or compiled by the Commission regarding this complaint, will be protected under the *Privacy Act*. Such information is to be used and/or disclosed for the purpose of the processing of this human rights complaint (or some consistent purpose) or as otherwise required by law. As such, any and all of the information that I provide may be shared with the respondent. I understand that, if the Commission requests that the *Canadian Human Rights Tribunal* institute an inquiry into the complaint, the Commission will provide the complaint file (including all of my personal information) to the respondent. I also understand that my personal information may be publicly disclosed during a Tribunal hearing, in a Tribunal ruling and/or by the Federal Court, should there be a judicial review concerning my complaint.

I consent to the release to the Commission of all information and documents concerning me that the Commission considers necessary to deal with my complaint. Such documents may include my personnel records or data, and medical or hospital records which relate to the complaint. I also authorize the Commission to have such information examined by any person it retains to provide advice and assistance in dealing with my complaint.

Complainant's signature *Michel Bouland* Date *June 17 2016*

Sep 29, 2016 7:00PM

No. 9547 P. 3

From:

To: 16139989661

06/23/2016 02:17

#578 P_006/006

On June 23rd 2015 at 12:24pm I called my family doctor to make an appointment about getting a doctors note to excuse me from call outs while i adjust to my increase dose of medication. At 12:50pm i informed former manager James Andrew Tinker about my appointment on July 3rd and the nature of the appointment. In a rude manner he told me i have to continue being on call until he was given the doctors note. I said that was fine and that i would attempt to get an earlier appointment. 1:00pm, it's the end of my shift and i go home. 3:05pm, i received a phone call from James Andrew Tinker. He tells me that himself and the owner (John Marandola) had spoke on the phone to discuss my situation and he informs me that "because of my mental illness and my medication that they feel that its safer for everyones if i am no longer employed there". He tells me that i am laid off. I replied by asking "Are you laying me off because of my mental illness?" James Andrew Tinker replied "Yes". I demand they text me the owners phone number then i hung up. 3:38pm, I now call James Andrew Tinkers manager Carlo Briglio, he answers and is puzzled when i tell him i was just laid off for my mental illness. He simply says "I'll call you back". Carlo then calls James Andrew Tinker. 4:01pm Carlo calls me back and says "My managers tell me that they never said that and you were laid off due to lack of work". I ensure him that James Andrew Tinker did in fact say that and he simply says "I have to believe my manager". After a brief conversation with Carlo i proceeded to call the owner John Marandola at 4:06pm, there was no answer. I called again at 4:09pm and the call was answered by an older lady. She proceeded to say that "John just stepped out and will call you back when he returns. He never called. It took the maximum amount of time to receive my lay off papers and when i finally did it was written that i was laid off due to shortage of work yet they had an active job advertisement on kijiji (i have it printed) to meet demand. I did not receive my proper record of employment until around mid to late august and was denied employment insurance at first because i could not provide them with a correct record of employment. The employment insurance issue was eventually rectified but not until i was 12 weeks or so without an income. I also never received my 2 weeks pay for layoff with no notice.

Since i have been laid off i have had a serious reduction in quality of life. The 12 week wait for ESI because of the record of employment issue has depleted all of my savings and i was not able to recover. My illness has got considerably worse because of the way i was treated during this layoff. The unemployment in Sudbury has spiked and as a result i have not been able to find employment and am on the verge of homelessness. Also i cannot trust Maratech or any of its employees to give me a proper reference for other employment because of all of this. This whole situation has undone years of hard work dealing with my illness. I no longer can support my family and have become very depressed. Before this i had not had a serious panic attack in 2 years and now i have them frequently.



Canadian
human rights
commission

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MEDIATION

The Canadian Human Rights Commission deals with allegations of discrimination against federally regulated employers, unions and service providers. When possible, the Commission encourages parties to try to resolve the allegations through mediation. The Commission can help parties resolve disputes that are brought to its attention, or the Commission may investigate the allegations and ask the Canadian Human Rights Tribunal to hold a hearing.

What is mediation?

Mediation is a voluntary, confidential process led by a trained, impartial mediator. Parties may use it as soon as someone raises allegations with the Commission.

What are the advantages of mediation?

Mediation helps parties better understand each other's point of view. It can improve communication and future relations between the parties. Because it is flexible, mediation allows parties to deal with both the immediate problem and its possible causes. It also allows them to craft creative solutions together. Mediating a dispute as soon as possible can help parties solve the problem quickly and keep it from getting worse.

How does mediation work?

- First, the mediator speaks to the parties individually about the situation and possible solutions. The mediator also explains how he or she will run the mediation session.
- Then the parties decide whether to meet in person or make other arrangements, such as participating in a telephone conference.
- Finally, the parties participate in the mediation session with the mediator. They are expected to negotiate quickly and in good faith, to treat each other with respect, and to keep discussions confidential.

Discussions in mediation are "without prejudice." This means that the parties do not give up their right to launch further legal proceedings or to take other steps. It also means that anything discussed during mediation cannot be used in a later court case. Further, participating in mediation does not mean that one party accepts the other party's version of events.

Who are the mediators and what do they do?

Mediators work for the Commission. They have training and experience in mediation and human rights. They create a safe environment, encourage discussion and help the parties find solutions. They cannot make decisions about the dispute.

- The mediators discuss the ground rules for mediation, the location of the mediation session and similar matters with the parties.
- They guide discussions impartially and give the parties feedback on their ideas.
- They provide information on the *Canadian Human Rights Act*, Commission policy and legal precedents.
- They encourage parties to look at the pros and cons of the different options for resolving the dispute.
- They tell the parties about the "public interest" – that is, they point out what is appropriate from a human rights perspective. For example, if one party claims that a discriminatory practice or policy affects other people, mediators will ensure that any settlement also corrects the practice or policy.
- If the parties reach a settlement, mediators help them prepare an agreement to sign.

What might a settlement include?

The purpose of the *Canadian Human Rights Act* is not to punish people. Instead, it is designed to resolve human rights disputes and prevent them from happening again. If parties reach a settlement, they can agree to whatever solutions seem appropriate to them, as long as the public interest is considered. Solutions might include apologies, training, replacement of lost wages, reinstatement in a position, or financial compensation. If the case involves a discriminatory policy, the terms of the settlement could include changing the policy or putting new procedures in place.

What happens when the parties reach a settlement?

If the parties reach a settlement, the mediator helps them prepare a written agreement. This document outlines what each party has agreed to do to resolve the matter. If one of the parties has filed a formal complaint, the Commission reviews the agreement to ensure it is fair and in the public interest. Normally, the Commission will approve settlements in a few days. It later monitors settlements to ensure the parties meet the terms. If required, the Commission or the parties can enforce the terms through the courts.

In some cases, the parties settle the dispute between themselves, without asking the Commission to approve the agreement. The Commission does not monitor these settlements.

What happens if there is no settlement?

If there is no settlement, the mediation process ends. The person raising the allegations may then file a complaint, if he or she has not already done so. The Commission then investigates the complaint and decides whether to dismiss it or to refer it to the Canadian Human Rights Tribunal for hearings.

FURTHER INFORMATION

For information on all aspects of the dispute resolution process, please visit the Commission's website at www.chrc-ccdp.gc.ca, or contact the Commission's national office at:

344 Slater Street, 8th floor
Ottawa, Ontario K1A 1E1
Toll free: 1-888-214-1090; TTY: 1-888-643-3304.

This document is available in alternative formats on request.

August 2014

APPENDIX "J"
TO THE RECEIVER'S FIRST REPORT

Griffiths, Darren

From: Griffiths, Darren
Sent: Monday, October 31, 2016 2:53 PM
To: 'rita.dimaurizio.com'
Cc: 'jmarandola@maratech.org'
Subject: Mara Tech

Rita/John,

Please provide a short term cash flow projection covering the next four weeks (at a minimum).

Please also provide TD Bank account activity (online printout) for the month of October 2016 along with details of any cheques/payments you intend to make this week.

Finally, please provide complete copies of bank statements (including copies of cancelled cheques) for August and September 2016 (and for October 2016 once received).

Thank you,

Darren Griffiths
Senior Manager

BDO Canada Limited
Direct: 905 524 1008
dgriffiths@bdo.ca

25 Main Street West, Suite 805
Hamilton Ontario L8P 1H1
Canada
Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

 Before you print think about the environment

APPENDIX "K"
TO THE RECEIVER'S FIRST REPORT



Tel: 416 865 0210
Fax: 416 865 0904
www.bdo.ca

BDO Canada Limited
123 Front Street W, Suite 1100
Toronto ON M5J 2M2 Canada

October 13, 2016

Via E-Mail

Mara Tech
39 Queen Street, Suite 418
St. Catharines, ON
L2R 5G4

Attention: Mr. John Marandola

Dear Mr. Marandola:

Re: Mara Tech Aviation Services Ltd., Mara Tech Aviation Fuels Ltd., Mara Tech Aviation Fuels (Sudbury) Ltd., and Mara Tech Aviation Fuels (Thompson) Ltd. (collectively "Mara Tech")

As you are aware BDO Canada Limited was appointed as Receiver of Mara Tech (the "Receiver") by the Ontario Superior Court of Justice (the "Court") on August 4, 2016 (the "Order"). Paragraph 3 (k) of the Order empowers and authorizes the Receiver to market any or all of the property of Mara Tech for sale.


As a courtesy, the Receiver is providing you with notice of its intention to begin marketing the property of Mara Tech for sale effective immediately. It is the intention of the Receiver to market the property of Mara Tech on a going concern basis, to the extent possible.

With respect to obtaining maximum realization for all stakeholders, and pursuant to the Order, the Receiver expects your full cooperation during the upcoming sales process. The Receiver requests that you provide the names and contact information for any prospective purchasers who may have an interest in the property of Mara Tech. You are also invited to participate in the sales process (additional information on the sales process may be obtained by contacting the undersigned).

It is the Receiver's intention to accept offers until November 2, 2016 and to seek Court approval of the sale on the same date as the pending Motion to rescind and/or discharge the appointment of the Receiver.

Should you wish to discuss this matter further, please do not hesitate to contact the undersigned.

Yours very truly,
BDO CANADA LIMITED,
in its capacity as Court Appointed Receiver of
Mara Tech Aviation Services Ltd.
Mara Tech Aviation Fuels Ltd.
Mara Tech Aviation Fuels (Sudbury) Ltd.
Mara Tech Aviation Fuels (Thompson) Ltd.
Per:


Christopher Mazur, CIRP, LIT
Partner/Senior Vice President

c.c. Luigi De L'Isio

APPENDIX "L"
TO THE RECEIVER'S FIRST REPORT



ACQUISITION OPPORTUNITY

CONTEXT

BDO Canada Limited ("BDO"), in its capacity as court-appointed receiver of Mara Tech Aviation Fuels Ltd., Mara-Tech Aviation Services Ltd., Mara Tech Aviation Fuels (Thompson) Ltd., and Mara Tech Aviation Fuels (Sudbury) Ltd. ("Mara Tech" or the "Company"), is soliciting offers for the purchase of the Mara Tech assets.

For more information, contact:

Darren Griffiths
Senior Manager
Tel: 905 524 1008
Email: dgriffiths@bdo.ca

Robyn Duwyn
Senior Manager
Tel: 519 570 4000
Email: rduwyn@bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton Ontario L8P 1H1
Canada
Tel: 905 524 1008
Fax: 905 570 0249
www.bdo.ca

DESCRIPTION OF THE BUSINESS

Founded in 1989 Mara Tech provides support and aeronautical services to general aviation operators in the area of aircraft fueling, aircraft de-icing and aircraft ground handling (above and below wing). The Company operates from four locations in Ontario, Sault Ste. Marie, Sudbury, North Bay and Windsor. The Company's accounting office is located in leased office space in St. Catharines, ON. The Company has approximately 95 union and non-union employees working at the four operating sites and one accountant in St. Catharines.

KEY INVESTMENT HIGHLIGHTS

An investment in Mara Tech creates an opportunity to work with an experienced management team to leverage licensing rights to a world-class brand in the oil and gas industry as well as access to some of the largest aviation companies in Canada.

Experienced Management	Over 26 years of experience in aviation fueling and ground support service.
Sales and Service	Management and on site employees all have extensive experience in the industry, allowing delivery of knowledge and excellent customer service.
Customer Relationships	Solid and long-standing relationships with major aviation companies and personal aviators in Canada.
Growth Opportunities	Core license provides stability and reliable product while the growth of near-north and Windsor airports is expected to fuel growth.

Interested parties may contact us as noted below to receive a Confidentiality and Non-Disclosure Agreement to be executed in order to obtain web access to other information with respect to Mara Tech's business, assets and this sale process. This invitation should not be construed as a Sale by Tender and BDO may terminate the sale process at any time. All offers will be considered on an individual basis as and when received; the highest or any offer may not necessarily be accepted.

Offers must be submitted and received by no later than 5:00 pm E.S.T on Friday November 4, 2016.

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