ONTARIO

SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST

BETWEEN:

ARNOLD BECKERMAN and WAYNE BERRY

Applicants

- and -

JULIAN DEVANTE

Respondents

APPLICATION UNDER Section 241 of the Canada Business Corporations Act

RESPONDING AFFIDAVIT OF JULIAN DEVANTE

I, Julian DeVante, of the City of Ottawa, MAKE OATH AND SAY:

- 1. I am the inventor of the Printable Battery technology and the Respondent in this proceeding. As such I have personal knowledge of the matters deposed to herein.
- 2. I deny the version of events put forth in Wayne J Berry's affidavit, Deborah Flattery's Affidavit, Alfred DiMora's Affidavit and David's Appleby's Affidavit to the extent that they contradict the facts.

Background

- 3. I am the inventor of an energy-storage technology that can be made into ink and printed (the "**Technology**"). Unlike current lithium-based energy storage systems, my technology is low cost, water-based and non-toxic. My printable technology is worth millions of dollars.
- 4. I received a degree in electronic engineering from Algonquin College in 1996. Before inventing the Technology, I worked as an Engineer in Canada and the United States for companies such as British Telecom, Fujitsu, Cisco Systems and Diebold and the Royal Bank of Canada.

- 5. I researched and developed the Technology between May 2008 and August 2011. I self-funded the project and invested most of my savings into developing the Technology during this period. Later in 2011, I moved from Ottawa to Toronto.
- 6. On March 26, 2012, I incorporated Synthion Energy INC. under the *Canada Business Corporations Act*. I was appointed President and Secretary and elected as a director of Synthion on March 27, 2012. I was appointed Chairman of the Board of Directors of Synthion on March 28, 2012. A copy of the Certificate of Incorporation, Articles of Incorporation, and corporate minutes are attached as **Exhibit "A"** to this my affidavit.
- 7. By April 2013, I placed an ad for Chief Financial Officer and Wayne J Berry responded. I did not meet Berry in person but spoke to him on the phone about the CFO position. I relayed to him I was about to travel and would get back to him once I returned. We requested a Police Background Check and a signed NDA in the mean time. Find attached as **Exhibit "B"** to this my affidavit.

5 Million dollar manufacturing offer and 100 Watt Prototype

- 8. June 2013 I travelled to China and after 6 months I had two solid offers for partnering and manufacturing the technology in China; including one offer for more than 5 Million Canadian dollars with the Alfa Bus Company that tested my technology and wanted to power their electric bus with my battery. Email from Alfa Bus Company in China & pictures of 100Watt prototype attached as **Exhibit "C"** to this my affidavit.
- 9. Berry kept contacting Synthion's Office asking for me and when I was returning. We let Berry know that I was working with Key Partners in Beijing on commercialize the technology. At this point I did not make a final decision on the direction and offers I wished to accept. Find email attached as **Exhibit "D"** to this my affidavit.

Convince Julian to stop commercialization efforts in China

- 10. 2013 September By email dated September 19th, 2013– **Berry tells Arjun** (Synthion's then Director) that <u>Beckerman is concerned with Julian's presence in China and wants to get a Patent deal with him.</u> "So we need to move quicker". Berry says that once the technology is demonstrated they have a "group of whos who that's ready to go"
 - I did not know at the time that this was a deception and lie to get me to go with them
 instead of manufacturing in China. Find email attached as Exhibit "E" to this my
 affidavit.

By email dated December 13th, 2013 – I thank Berry and Beckerman for the dinner. I go on to say "...Attached is the doc I put together for the commercialization process I thought I was going to execute in China... Keep confidential" Find attached as Exhibit "F" to this my affidavit.

Beckerman and Berry misrepresented themselves

11. Towards the end of 2013 – I returned to Canada to think about my options in China as my six months Visa needed renewal. I met with Wayne J Berry ("Berry") and Arnold Beckerman ("Beckerman") who represent themselves as trustworthy individuals with high level connections to top companies that can quickly bring my technology to manufacturing – Beckerman and Berry Dissuaded me from manufacturing in China saying that "the Chinese will steal your technology and you will be left with nothing". I was told Arnold was a millionaire with the duo having connections to high net worth individuals that would be ready to fund the manufacturing of my printable battery technology. Exactly the same story they told Arjun.

Email attached as **Exhibit** "E" to this my affidavit.

I did not know at the time that:

- In 2012, <u>The Nova Scotia Securities Commission ("NSSC") came after Wayne J</u>
 Berry for defrauding elderly Nova Scotia Residents Berry deposited their investments in his Bank Account then ran away to Africa when the authorities came after him.
 - In 2017 Berry admitted his guilt and settled with the NSSC after most of the elderly investors past away without ever getting back their investments.
 - ii. Berry was prohibited from becoming or acting as a registrant, investment manager or promoter for 5 years
 - iii. prohibited from acting or <u>becoming a director or officer</u> of any issuer, registrant or investment fund manager for 5 years
 - iv. Cease trading in security for 5 years
 - v. Berry's company Encharge and EnchargeCanada are denied the use of exemptions contained in Nova Scotia laws for 10 years
 - vi. be reprimanded and ordered to pay \$43,500

Documents from Nova Scotia Commission attached as Exhibit "P" to this my affidavit,

- In 2012, Berry was in <u>utter financial ruin</u>, earning only \$11,916.6 in income he was being sued by his ex-wife for unpaid child support and the <u>investors he defrauded</u> were after him to get their money back. Berry was desperate to find money for his financial problems. Email attached as **Exhibit "Q"** to this my affidavit
- Beckerman was no millionaire. He owned a small rice packaging machine in Philippines.

The setup and con

- 12. Beckerman and Berry invited me to dinner and filled my head with all kinds of lies regarding their connections and capabilities. It would take almost six months to find out it was all a lie and learn their true motives. This is the sequence of events:
 - Beckerman and Berry expressed strong concerns with me manufacturing in China.
 They said many times, the Chinese will steal my technology and that they have high net-worth individuals lined up to quickly bring my printable battery to manufacturing.
 Email attached as Exhibit "E" to this my affidavit.
 - By email dated December 13th, 2013 I thank Berry and Beckerman for the dinner. I go on to say "...Attached is the doc I put together for the commercialization process
 I thought I was going to execute in China... Keep confidential" Find attached as

 Exhibit "F" to this my affidavit.

Move forward in California USA

- 13. 2013 November I Created a printable battery demonstration for Wayne, Arnold and Arjun at Synthion's office downtown Toronto In an email dated November 29th, 2013: Arnold advised Arjun that both he and Wayne feels that the <u>Julian's technology is "a game changer and the benefits will impact the world for the better.."</u> Find email attached as **Exhibit "G"** to this my affidavit.
- 14. 2013 December By email dated December 1st, 2013, Arjun told Beckerman and Berry that him and Julian is putting together a strategy for moving forward in USA. Find attached as **Exhibit "H"** to this my affidavit.

GESC Incorporation

15. In May 2013 December 10th - I incorporated Global Energy Storage Corporation (GESC) under the laws of Delaware. Head office located in California. Find attached as **Exhibit** "I" to this my affidavit.

Beckerman and Berry's role in GESC

16. By email dated December 10th, 2013 - I sent Wayne and Arnold a document outlining my vision and strategy for GESC & Wayne and Arnold's respective roles in the corporation. Note their names in the second last page with their respective roles. Find attached as **Exhibit "J"** to this my affidavit.

Personally Started Patent process on behalf of the inventor not Synthion

17. 2013 December - I started the patent process for my printable battery personally by hiring 'TT Consultants' to assist me in putting together the patent. The Patent is in my name, not (Synthion Energy Inc nor GESC). The Patent was to be licensed to GESC. Wayne and Arnold convinced me to terminate my work and agreement with 'tt Consultant'(not trustworthy) and to go with NRF (Norton Rose Fullbright) Find engagement letter with TT Consultants attached as **Exhibit "K"** to this my affidavit.

Wayne and Arnold have the Technology Tested and Validated

18. I was advised by Wayne and Arnold that before they would connect me with potential investors, they needed an expert to verify the Technology worked like I said it did. On December 18, 2013, I performed a second demonstration for Wayne and Arnold who had invited Henry Vehovec to vet the Technology. Henry was an Applied Science and Engineering Professor at the University of Toronto, member of the Sustainable Development Technology Canada Investment Committee and expert in the area of clean energy. A copy of Arnold's email to Henry dated December 17, 2013 and Henry's response is attached as **Exhibit "L"** to this my affidavit.

During the demonstration, I provided Henry with technical data and answered his questions about the Technology. Next, I painted six cells on paper using my nanomaterial energy storage paint and connected them to make a functional battery. Henry tested the battery's voltage, current, chart time and power output. The testing matched the technical data from our technical documents. Henry performed additional safety tests, such as reverse charging and shorting. Henry concluded the Technology is a huge breakthrough and would have a disruptive effect on the energy storage market.

Global Energy Storage Corporation was setup for manufacturing in California

19. By email dated January 16th, 2014 – Berry tells NRF's Paul Amerault that I am incorporated in both USA and Canada; additionally, Berry's first draft of a contract was for GESC not Synthion. Find attached to Berry's email and Berry's GESC rough draft contract for GESC as **Exhibit "BBBB**" to this my affidavit.

Convolute the Contract

20. By email dated January 5th, 2014: Wayne J Berry contacted Paul Amirault of NRF(Norton Rose Fullbright) At the time I did not know that Paul Amirault was Wayne's friend - Wayne asked Amirault to draft a contract that would be <u>clear to understand in some parts and convoluted in others.</u> This clearly shows Wayne J Berry was of ill intent from the beginning of the relationship. Find attached as **Exhibit "M"** to this my affidavit.

The "founders" Agreement

21. Beckerman, Berry myself and Arjun Chahal ("Arjun") entered into a performance based - founders agreement ("contract") on January 10th, 2014, despite the fact that they were not founders. Email attached as **Exhibit "N"** to this my affidavit

Beckerman and Berry were not elected as directors

22. Clause 1(a) of the Founders Agreement contemplated that all of the parties Arnold were to be directors of Synthion. Arjun and I were both directors of Synthion at the time. Wayne and Arnold were never formally elected as directors.

We have no money

- 23. 2014 January 27th Immediately after signing the contract Beckerman and Berry tell Arjun and I that they have no money and cannot pay the overhead cost of \$15,000 a month as per the contract they just Signed.
 - Arnold and Wayne had entered into the Founders Agreement without disclosing the fact
 that they would be unable to provide funds to cover various expenses which they agreed
 to do in the Founders Agreement. Find attached as Exhibit "O" to this my affidavit.

NRF Agreements with Synthion and Julian DeVante

24. January 31st, 2014, NRF signed a letter of engagement with myself on behalf of Synthion. Under the section "Scope of Engagement and Instructions": "We are authorized to act for Synthion in this engagement on the instructions of Julian DeVante" Find attached as **Exhibit** "**UUU**" to this my affidavit.

25. NRF Chris Hunter entered into a non-disclosure agreement (NDA) with myself personally – not Synthion Energy Inc. Find attached an email from Chris Hunter to Berry's Lawyer confirming this fact as **Exhibit "ZZZ"** to this my affidavit.

Meetings with Potential Investors

- 26. On January 14, 2014, Wayne and Arnold arranged for Arjun and I to meet two potential investors names Frank Giffen ("Frank") and Bobby Ahluwalia ("Bobby"). Frank and Bobby had previously viewed a video of the Technology and wanted to see a demonstration in person.
- 27. I demonstrated the Technology for them during the meeting and both were impressed. When they began to discuss business terms, Arnold stopped them and said "he will take it offline". Bobby asked me what my vision was for the business, but Wayne abruptly ended the meeting. A copy of Wayne's email confirming the meeting is attached as **Exhibit "CCCC"** to this my affidavit.
- 28. A second meeting with Frank and Bobby was planned on February 13, 2014 to discuss business terms. Wayne initially advised that the meeting was cancelled because Arnold was unable to attend. However, at the last minute, Wayne asked me to book a meeting room for him at our office. I did not attend this meeting.

Beckerman and Berry block Investment from Frank and Bobby (Scotia Bank)

- 29. We later discovered that Frank and Bobby were interested in investing. During one of our weekly meetings, Wayne and Arnold advised us that they were not happy with the individuals Frank and Bobby had brought to the second meeting. I advised Wayne and Arnold that they could not hold meetings without me as I was the decision maker. Arnold and Wayne apologized and assured me it would not happen again.
- 30. Wayne and Arnold would continue to hold meetings regarding the Technology without my knowledge. Arjun and I confronted them on several occasions during weekly meetings we were holding.
- 31. Wayne and Arnold advised that they had met individuals from the largest auto-parts manufacturer in North America regarding a joint venture. They said the manufacturer was interested in using the Technology in a powerpack for electric vehicles. The manufacture would build the factory and receive a license for the Technology. I was not involved in these discussions. Once again, I advised Wayne and Arnold that they could not have these kinds of conversations without Arjun and I.

32. Later, in April 2014, Arnold advised me about a possible investment from the Israeli government. Arnold said the approval of the top scientist was first required. Arnold advised me that the scientist wanted to learn more about the Technology and that he provided the scientist with documents relating to the Technology. I told Arnold that he could not share information without a signed non-disclosure agreement. He subsequently stopped providing me with updates on this development.

Plans to Dissolve Synthion Energy Inc and operate in California USA

- 33. 2014 March 26th We were gearing up to dissolve Synthion Energy Inc. Moving to develop a pilot facility in California USA:
 - By email dated March 26, 2014 I asked Berry if I should get in touch with Synthion's Corporate lawyer –NRF's Paul Amirault to dissolve Synthion Energy Inc.
 - By email dated March 26th Berry makes a list for me one of the item is Synthion's dissolution papers from Synthion's Corporate Lawyer – Paul Amirault – another is living space and lab space for California.
 - May 30th, 2014 Audio Transcript (Page 27 Line 20 to 25): Both Berry and Beckerman say we are going to close everything down (Synthion).

Find emails attached as **Exhibit "R"** and Audio Transcript attached as **Exhibit "W"** to this my affidavit.

Julian moves to California to setup the pilot facility

- 34. The pilot facility in California was the central part of the next phase of our operational plan. It would allow me to produce the nanomaterials on a large scale and to develop a streamlined manufacturing process for larger scale cells. The first target was to create a 100 kilowatt prototype for Southern California Edison to field test. Southern California Edison is the main electricity supply company for southern California and was interested in testing the Technology. Under the Founders Agreement, Wayne and Arnold were required to assist in setting up the pilot facility.
- 35. 2014 April 19th I travelled to California (Beckerman drove me to the Airport). Prior to leaving to California, I packed my materials and equipment into 11 boxes and labelled them. I needed the materials and equipment to set up the pilot facility. Wayne and Arnold were responsible for shipping the boxes to me once I arrived in California. A copy of emails from Arnold dated April 19 and 21, 2014 are attached as **Exhibit "U"** to this my affidavit

36. By email dated May 5, 2014, I sent Wayne and Arnold a list of potential sites for the pilot facility. They never responded and, to the best of my knowledge, did not make any further inquiries regarding the pilot facility. A copy of my email is attached as **Exhibit "KKK"** to this my affidavit.

Patents off limits except for Julian DeVante (Inventor)

37. 2014 February – By email dated February 19th, 2014 - I was clear to Beckerman and Berry that Patents was 'off limits' to them as the technology was not theirs – It was never assigned to Synthion because Synthion was to be dissolved and the relationship broke down very quickly after that. NRF signed a NDA and a confidentiality agreement to ensure only I work with them on Patents. By email dated August 27th, 2014 NRF Paul Hunter – lead patent attorney explains this to Berry's Lawyer – Alan Dryer. Find emails attached as **Exhibit "S"** to this my affidavit.

Berry secretly visited NRF to look at the confidential Patent

- 38. 2014 April Despite making clear to Beckerman and Berry that Patents were off limits, Wayne J Berry dropped by Norton Rose Financial to view my confidential Patent.
 - In so doing, he was able to <u>ascertain the chemicals and equipment used in making</u> the printable battery.
 - By email dated April 7th, 2014 Michael Ladanyi of NRF apologized for letting this happen and By Email dated June 26th, 2014 Wayne lied saying he did not do this - to this lie, the chief Patent attorney called out his lie.
 - NRF had breached our NDA agreement and Berry breached Synthion's code of conduct as well as the understanding I had with him.

By email dated June 26th, 2014 and email dated April 7th, 2014. Find attached as **Exhibit "T"** to this my affidavit

Stole Printable Battery Making Materials and Equipment

39. May 2014 – Instead of shipping the boxes to me as we agreed upon - Wayne and Arnold stole the boxes containing the chemicals, materials and equipment directly relating to my Patent for themselves. This is a breach of Synthion's Code of Ethics, breach of trust, Duty of Care as a director; it is also criminal.

- By email dated April 19th, 2014 I provided a 'Ship To' address for the boxes for the pilot facility. I mentioned I had space to store the boxes.
- By email dated April 21, 2014 Beckerman tells me that he found a carrier to ship the boxes to me and that it will be shipped in a day or two.
- By email dated April 21st, 2014 Berry tells me that "we have got everything packed up...it should be shipped out on Wednesday and take roughly 1 week."

Find emails attached as **Exhibit "V"** to this my affidavit

Audio Recording of Berry, Beckerman and Arjun

- 40. 2014 May 30th After getting Arjun to question them on the matter and record the conversation; they admit the following: [Audio Transcript.pdf]
 - Arnold tells Berry and Arjun that he is not paying for the locker (Pg 5 line 18)
 - We all agreed and want Synthion to be Dissolved (Audio Transcript, Pg 7 Line 9 25)
 - The Corporate Books, Shares Certificate etc was with Julian (Audio Transcript Pg 6 line 20)
 - They question Arjun where I get the chemicals for the battery from (Page 9 Clip 8)
 - Wayne tells Arjun "He doesn't tell you where he gets his stuff? ..well ultimately we are all going to know." (Page 9 – Clip 8)
 - Wayne makes clear that "there's definitely 2 boxes missing" (Page 4, line 28)
 - Berry states "If it's gone its gone. The most you can do is file a police report..." (page 3 line 6)

Find transcript of the audio recording attached as **Exhibit "W"** to this my affidavit

- 41. Their theft occurred after Berry visited NRF to look at the Patent and ascertain the chemicals, equipment and materials.
 - This technology is worth hundreds of millions and the patent was confidential at the time.
 - The stolen boxes contained exactly the chemicals, materials and equipment mentioned in the patent and was crucial to putting together the Pilot Facility
 - Neither Berry nor Beckerman filed a Police report.

Cannot do business with people that steal from me

42. After I found out Beckerman and Berry stole from me and listened to the recordings of conversations that Deborah shared with me – between Berry and her; I told Arjun in a face to face conversation that "I cannot do business with people that steal from me".

Filed a Police Report for the Stolen Materials and Equipment

43. 2014 June – After reviewing the recording and speaking to various individuals associated with Beckerman and Berry –By email dated June 10th, <u>I filed a Police Report with the Toronto Police</u>. Find attached as **Exhibit "X"** to this my affidavit

Police Investigation compromised

- 44. 2014 June 26th The Police investigation was compromised as the email I sent to Officer Hadad was forwarded to Wayne J Berry & Arnold Beckerman. <u>The person under investigation by the Toronto Police.</u>
 - The police investigation was compromised as Berry found out about the investigation, contacted the Toronto police stating that "I had stolen their money and ran away to California, starting a new company they did not know about" that "they removed me from Synthion and they were the only directors and owners of the technology" Berry spread this lie to the investors and business associates interested in Synthion which him and Beckerman was working with as they covertly continued to act as directors in Synthion.
 - By email dated July 31st, 2014 I informed Loudon Owen "I had spoken to the police officer handling the case today. He said Wayne/Arnold have been in contact with them and continuously providing information to the point they are inundated... He also said that he was told that I am no longer Chairman of the board ..which I told him is not true. I find that bizarre." Beckerman and Berry was Lying to the Toronto Police.

Email attached as Exhibit "Y" and Exhibit "FFFF" to this my affidavit

Theft Complete – Need Corporate Books, Shares Certificate and Seal

- 45. 2014 May 30th By Voice recording Conversation between Directors Arjun, Beckerman and Berry:
 - Audio Transcript (Page 6 line 20) this part of the Audio Transcript is important because at this point in their scheme, they needed to get their hands on the corporate books and

- shares certificate. Since it was with me, the Chairman of the Board, they had NO CHOICE but to fabricate and manufacture fraudulent books and shares certificates which is criminal.
- Basically, in this part of the recording, not only do they verify the official books, shares certificate, bank card etc is with me(the Chairman) but more importantly, they CLEARLY state that it was our agreed upon plan to DISSOLVE Synthion Energy (Pg 7 Line 9 25) and moreover they wanted us to do this... but this is NOT what they told the Police and the Honourable Court; Their story to the Toronto Police and to the Honourable Court was that Julian stole our money and ran away to California and started a new company(GESC) that we did not know about. He stole the technology, committed fraud etc. Lying to the Police and to the court is criminal.

Audio Recording Transcript attached as **Exhibit "W"** to this my affidavit

Berry and Beckerman fail to meet items in the Founders Agreement for the 2% shares

- 46. I had brought Wayne and Arnold into Synthion to assist with some of the business elements, but they did not have the authority to make important decisions. As holder of 93% of the issued and outstanding shares of Synthion, chairman of the board and inventor of the Technology, I had final decision making authority. As Chief Scientist, I was responsible for all aspects of the Technology; additionally, NRF engagement letter clearly states (under scope of Engagement and Instructions) that NRF acts for Synthion on the instructions of Julian DeVante.
- 47. Under clause 1(d), Wayne and Arnold were to be primarily responsible for fundraising, strategy and managing the day to day operations of Synthion. Wayne and Arnold did not have the authority to discuss the Technology or make important decisions without my knowledge and approval.
- 48. Under clause 4(a) of the Founders Agreement, Synthion agreed to grant each of Wayne and Arnold two per cent of the shares of Synthion for assisting on the baseline items in 4(d). The baseline items in clause 4(d) included the following:
 - Office located in or close to Irvine, California
 - Lab space 5000 sq ft.
 - Patents
 - Legal
 - Assist in setting up complete corporate structure

- Assist in setting up a financial structure
- Assist in assembling other team members as necessary
- Provide market research data and complete Business Plan (if needed)
- Road show for capital raise and possible road to IPO for next year
- Cover overhead and monthly wages in the near term, which may include
- Office, marketing
- Current wages for Arjun (\$5000), Julian (\$10,000)
- Travel
- Small scale prototype related cost
- Assist in all work related to setting up a pilot manufacturing facility

The 'Founders Agreement' is attached as **Exhibit "N"** and NRF's Engagement Letter is attached as **Exhibit "UUU"** to this my affidavit.

Covert Communications with Investors

- 49. By email dated May 29th 2014 The evidence that Berry and Beckerman came into my company to steal my technology keep growing In an effort to covertly communicate with potential investors; Berry used his Wife's Skype account to communicate with potential investors in an illegal attempt to enrich himself.
 - Even if Berry was not yet suspended, it was prohibited to hold meetings on Synthion's business without my knowledge and presence, especially in such a glaringly covert and shady way. This is a breach of Synthion's Code of Ethics, breach of trust, its Email Security policy and Duty of Care as a director.

Find the Skype conversation between Berry and an investor attached as **Exhibit "Z"** to this my affidavit

- 50. Wayne and Arnold were eventually terminated from Synthion on June 4, 2014. At that time, we were without an office, lab space, patent (I had filed two provisional patent applications, but no patent), legal structure, corporate structure, financial status, other team members, completed market research or business plans.
 - The closing sentence of clause 4(d) of the Founders Agreement states that funds advanced to Synthion are repayable with interest at an annual rate of 12% at the lender's discretion in either cash or shares of the Company, but requires the terms to have been negotiated at the time of advance. Such terms were never negotiated

Loudon Owen

- 51. Around June of 2014, Deborah introduced me to Loudon Owen whom is a former lawyer turned investor Loudon has connections and business relationships globally. In July 2014, I explain what has transpired in Synthion with Beckerman and Berry in order to obtain his advise.
 - In my first face to face meeting with Loudon; after viewing a video of my printable battery, he said to me, "this is something I can make me a lot of money".
 - Loudon was interested in investing in Synthion but only if he was made Chairman of the Board of directors. <u>I declined his offer.</u>
 - I suspect, just like the other investors I declined, Loudon went on work with and fund Beckerman and Berry using a new company to hide their scheme.

Find emails attached as **Exhibit "FFFF"** to this my affidavit.

Shareholders Meeting remove Beckerman and Berry held at Toronto Police Station

- 52. Beckerman and Berry continues engaging investors and acting on behalf of Synthion despite my warning for them to stop and despite the safety notice I placed on online.
 - In November 19th, 2015: With the approval of Officer Maciak of the Toronto Police Dept;
 I held a special Shareholders meeting at the Toronto Police Station in view of the Police
 Constables Beckerman and Berry never showed up and were legally remove again. I
 did not have to do this but I wanted it to be witnessed by the officers.

Find related Notice of Meeting and Termination emails attached as **Exhibit "BB"** to this my affidavit

Berry tells me he owns Synthion, my shares and my technology

- 53. By email dated November 19th, 2015, Berry reply to the Notice of Meeting and their subsequent removal as directors from Synthion with the following statement "...refrain from falsely representing your self as a representative in any capacity of Synthion Energy..."; this is the same lie they were telling their investors and technology partners.
- . Email attached as **Exhibit "HHHH"** to this my affidavit

Deborah spreads the lie that Beckerman and Berry own Synthion and my technology

54. By email dated March 2nd, 2016 – Deborah told Eugene Millard - owner of New Age Innovations LLC (A technology investment firm) – that Beckerman and Berry owns Synthion and Julian's technology and everything related. Email attached as **Exhibit "SSS"** to this my affidavit.

Beckerman and Berry colludes with Synthion's Lawyer Paul Amerault

- 55. NRF signed a letter of engagement with myself on behalf of Synthion. Under the section "Scope of Engagement and Instructions": "We are authorized to act for Synthion in this engagement on the instructions of Julian DeVante" Find attached as Exhibit "UUU" to this my affidavit
 - Paul Amerault breached his fiduciary duty, duty of good faith, Codes of Professional Conduct in his collusion with Beckerman and Berry's illegal activities. Paul did not defend me or Synthion's interest as I held 93% ownership in Synthion.
 - If Paul did adhered to the codes of professional conduct and duty of good faith then he
 would have informed me of all the criminal intentions of Beckerman and Berry. He would
 have reported their actions to myself and the police. Paul would have guided me to
 remove Beckerman and Berry from Synthion to protect my company and my technology.
 - As per the email in Exhibit "Y" Paul Amerault knew the Toronto police investigation
 was compromise (Berry sent him the email I had sent to Deborah with details of the
 investigation) but did not inform the police or myself, his client.
 - Paul Amerault withheld correspondence between himself, Beckerman and Berry for 11
 months until they had access to my patent the following year (due to my lawyer
 withholding my documentary evidence from the Judge). Paul Amirault was the only
 person questioned by Beckerman and Berry's lawyer and used his answers in their May
 1st motion to access my patent.
 - Paul secretly guided Berry and Beckerman. Paul hid all their communications and plans.
 - By email dated September 15th, 2015 When I asked Paul to disclose all of NRF dealing with Beckerman and Berry; Paul told me he knew "nothing" despite as the evidence will show Beckerman and Berry disclosed all their plans with Paul and gained his guidance.

Paul's Email response attached as Exhibit "HH" to this my affidavit

Investment offers to Julian

Offers to Julian from Anthony Campbell – David Appleby and their investors

56. By email dated 14th June 2014 - David Appleby and Anthony Campbell put together a business proposal to engage with them in business. They would accept me agreeing to their offer once the money came in from their consortium of investors. I considered their offer and refused. Their offer to me attached as **Exhibit "MMM"** to this my affidavit.

My rejection of David and Anthony's offer attached as Exhibit "OOO" to this my affidavit.

Offers to Julian from Deborah Flattery

57. In addition to the letter of intent, Deborah also sent me a list of new demands. In addition to the 10% of the \$14 million dollar loan, Deborah asked for \$1.4 million in equity, return of the \$120,000 (deposited into Gene's account for the loan) plus \$50,000, the positions of Director of GESC and Director of Marketing and a consulting fee of 5% of any revenues received from Dimora. I advised Deborah by telephone that I was not prepared to agree to her demands. I also advised her that I would only hire qualified individuals as executives. Deborah's email to me is attached as Exhibit "NNN" to this my affidavit.

Letter of Intent with Alfred DiMorra

58. Alfred DiMorra was in the process of making an offer but I halted the process. Letter of intent drafted by Deborah for Alfred DiMorra Attached as **Exhibit "JJJ"** to this my affidavit. Conversations and prototype testing - attached as **Exhibit "III"** to this my affidavit.

Rejected Investors draw in by Berry and Beckerman

Deborah Flattery, Antony Campbell, David Appleby, Alfred DiMora

59. These investors I rejected to do business with jumped at the chance to do business with Beckerman and Berry - they were now in 'bed together' as business partners to profit from my technology.

Berry persuades associates to buy shares in Synthion as a show of 'Good Faith'

60. By Email dated July 11th, 2014 - Berry tells Anthony Campbell, David Appleby, Deborah Flattery (individuals who previously made offers of investment to me and which I turned down).

That he wanted them to have a show of "good faith and wipe the slate clean' & "Show trust by buying shares in Synthion" - without knowledge and consent of both Arjun and myself. Email attached as **Exhibit "II"** to this my affidavit

Deborah pressures Gene to switch the loan from GESC to DiMora Automotive

- 61. By email dated April 8th, 2015 My then lawyer Jonathan Burshtein spoke on the phone with Chris Sabol, lawyer for Gene's company "New Age Innovations LLC" Chris relay to Jonathan that Deborah said:
 - I was wanted by Interpol and a fugitive
 - Deborah has been pushing hard to have the investment loan for GESC replaced with DiMora Automative

Email attached as Exhibit "QQQ" to this my affidavit

Berry and Beckerman enters into a licensing deal with DiMora

- 62. By email dated <u>July 2nd, 2014</u> Deborah Flattery introduces Beckerman and Berry to Alfred DiMora, In the email Deborah stated that she is "...bringing great minds together for building strategies for the future" Email attached as **Exhibit "LLL"** to this my affidavit
- 63. By email dated <u>July 21, 2014</u> Berry tells Chris Hunter of NRF that: Beckerman and Berry had secured a licensing deal with Alfred A DiMora an investor in California. DiMora had just signed a tentative deal with the Vietnam Government to build electric Cars in Vietnam and was looking for a low cost and safe battery technology. Email from Berry to Paul Amerault and an article of DiMora's Vietnam deal attached as **Exhibit "DD"** to this my affidavit

Consortium of Investors join Berry and Beckerman

64. By email dated July 21st, 2014, Berry tells Deborah that there is a consortium of investors they are working with. Email attached as **Exhibit "EE"** to this my affidavit

Technology Theft and Corporate Espionage Desperate need to access to Julian Paten - Investors in the wait

65. With the illegal securing of investment and the licensing deal with DiMora; they needed access to Julian's confidential Patent for the printable battery making process.

By email dated July 31st, 2014 – Beckerman told NRF's Chris Hunter (Synthion's then Patent Attorney), Paul Amerault (Synthion's Corporate Lawyer) and Berry that "We have several high level profile individuals lined up to become involved and require that you confirm a claim has been filed against the patents as well as a copy of the patents...to build on or marry to some similar technology to refile new patents...time is of the essence". Beckerman's email attached as **Exhibit "KK"** to this my affidavit

Crooked reason for this very lawsuit

Reason1: NRF Blocked access to Julian's Patent

66. With investors in the wait and a licensing deal with DiMora, Beckerman and Berry tries to get their lawyer (Alan B Dryer) to gain access to my then confidential patent from NRF. By email dated August 27th, 2014 - Chris Hunter tells their lawyer that "...Part of our non-disclosure obligations is that we are not allowed to disclose anything about the patent applications to anyone other than Julian DeVante. Hence any disclosure of the patent application would put us in violation of our confidentiality obligations. Arnold and Wayne are aware of this." Chris's email to Dryer attached as **Exhibit "ZZZ"** to this my affidavit

Reason 2: Keep Julian busy with this lawsuit

- By email dated July 2nd, 2014 Berry tells his buddy, Paul Amerault (one of the suppressed email): "I noted in the agreement there is a reference to him and Arjun owing class A shares, it would be great if another class of Shares could be created to provide control so we can stabilize the company, even if Julian didn't like it, he would have to fight it to change it later.

 My guess is if we file a lawsuit against him, Arjun and GES, he would be to busy (that's if he fights back and that is highly doubtful given what we knew of him) dealing with those lawsuit to deal with anything else. Our thinking is, once he and Arjun are served with the lawsuits, they will comply with just about anything we offer."
 - These two emails reveals the real reason for this very lawsuit Beckerman and Berry brought in November 2014. It is clear that NRF's Paul Amerault synthion's then corporate lawyer, colluded with Berry and Beckerman. Paul suppressed these emails for more than eight months –thereby harming my confidential patent, this court case and my interest in Synthion. Find attached as **Exhibit "JJ"** to this my affidavit

Get rid of Julian and Arjun

68. The stakes were now high and they needed to find a way to get rid of Julian and Arjun. They began engaging in more and more criminal activities.

By email dated July 11th, 2014 – Berry tells his friend Paul - Synthion's corporate lawyer – that Beckerman and Berry held a directors meeting for Synthion in which they:

- Removed Julian as Chairman of the board, director and majority shareholder
- Removed Arjun Chahal as Director from Synthion
- Created a Class B, C and D class of shares
- Change Registered Corporate Address to NRF (Norton Rose Fullbright)
- Move for Legal action for Julian, Arjun and GESC
- Allow Wayne and Arnold to immediately subscribe Class C shares
- Appoint accounting firm & Create a new bank account, RBC

All of these actions are illegal by Provincial, Federal and Corporate laws. As Synthion's corporate lawyer, Paul had an obligation to inform myself and Arjun as to Beckerman and Berry's conduct. This furthers shows the depth of collusion between NRF's Paul Amerault and Beckerman and Berry.

Additionally:

- a. If the 'Founders agreement' was still valid then it is clear altering the share structure cannot occur as all parties need to agree to any changes in shares structure as stated in the 'founders agreement'
- b. If the contract is not valid then too they cannot affect changes in the share structure without a vote and confirmation of all directors and shareholders. Since I was 93% share holders, it would not be possible.
- c. Changes to the shares structure would not be possible without authorization and consent of myself and Arjun.
- d. By all account this action is illegal and invalid

To make matters worse, Beckerman and Berry pressured their associates to purchase those shares - the profit from the sale of those shares were kept for themselves. This is theft and fraud.

Find email attached as **Exhibit "FF"** to this my affidavit

Breach of Contract: Disclosure of Confidential Information

- 69. Under clause 3(a) of the Founders Agreement, the parties agreed not to disclose or use any confidential information in relation to Synthion, its business, and non-public technology, trade secrets, inventions and other intellectual property to any third party, without the prior written consent of Synthion.
 - This means that Berry and Beckerman had no rights to enter into any deals with any
 investors or technology partners without the consent of Julian (The Chairman of the
 Board, majority shareholder 93% and Director) and Arjun (Director)
 - Entering into a licensing deal would entail disclosing the then confidential intellectual property to a third party – this is strictly prohibited under clause 3(a) of the founders agreement.
 - Entering into a licensing deal would entail collecting investment money. This was not disclose to Arjun and myself (Directors and Shareholders). No money from any investment or licensing deal ever made it to myself, nor did Arjun ever mention anything.

'Founders Agreement' attached as Exhibit "N" to this my affidavit

Synthion' Dissolution

- 70. Beckerman and Berry continued to represent to investors that they were acting for Synthion, in fact that they owned the company and the technology.
 - In order to protect potential investors from being defrauded, I filed a certificate of
 dissolution dated June 15th, 2014 to dissolve Synthion Energy Inc. I also took down
 Synthion's website. I later placed a Safety Notice for potential investors so they would be
 alerted and not defrauded. Find attached as Exhibit "CC" to this my affidavit
 - July 1st 2014 In an email to David Appelby I also clearly stated to David Appleby when refusing his offer of investment that "...it has come to my attention that they (David and Anthony) are still engaged with Wayne and Arnold..." Due to Wayne and Arnold illegally engaging investors including your brother at Northern Cross; I have temporarily dissolved Synthion to minimize the damage they are doing to my company and my technology."

Email attached as **Exhibit "HHH"** to this my affidavit

In response to Affidavits of David Appleby, Deborah Flattery and Alfred DiMora

71. By the end of 2014, Beckerman and Berry entered into business relationships with David Appley, Deborah Flattery and Alfred DiMora. They were coerced to purchase shares in Synthion as a show of "good Faith" according to Berry. Berry signed a licensing deal for my technology with DiMora. There were all in 'bed' together. Berry and Beckerman got his business partners whom I had rejected investments from to enter affidavits for this fraudulent case. These affidavits were riddled with falsehoods. Berry's email attached as **Exhibit "II"** to this my affidavit

Deborah Flattery

72. I deny the assertions at paragraphs 3, 4, 5, 6 and 7 of the Affidavit of Deborah Flattery. While I was in California, Deborah advised me that she was well-connected and has worked with movie and televisions stars. Deborah would often mention her experience working for Phillip McGraw, the television personality known as "Dr. Phil" ("Dr. Phil"). Deborah advised that she and her partner in her design company spent more than 6 months remodelling Dr. Phil's California home, but did not get paid.

Deborah admit to defrauding Dr, Phil

- 73. Deborah advised that she sued Dr. Phil and his wife, Robin McGraw, and that Dr. Phil paid people to harass her, break into her home and steal information from her computer. During the course of this legal dispute, Ms. Flattery admitted to defrauding the McGraws of \$665,000 and to submitting false receipts and invoices in an attempt to cover up the fraud.
 - Excerpts of motion materials field in the Superior Court of the State of California by Ms.
 Flattery where she attempted to withdraw her responses to requests for admissions in which these admissions were made. Also attached is the ruling of the Honourable Justice Strobel denying Ms. Flattery's motion to withdraw responses to requests for admissions.

California Supreme Court Document attached as Exhibit "FFF"

Berry and Beckerman made lucrative promises to Deborah

74. By email dated 23rd, June 2014 Deborah informed me that Wayne and Arnold agreed to give her 5% shares and whatever Ian brings in, plus at least 5% equity. Wayne and Arnold's offer to Deborah and Ian was made without my knowledge and consent. Email attached as **Exhibit "QQQ"** to this my affidavit.

75. By email dated March 2nd, 2016 – Deborah told Eugene Millard of New Age Innovations LLC – that Beckerman and Berry owns Synthion and Julian's technology and everything related. Email attached as **Exhibit "SSS"** to this my affidavit.

David Appleby

- 76. Contrary to paragraph 3 of David's Affidavit, I did not move to Los Angeles in order to investigate locations and partners for the setting up of Synthion's headquarters. I moved to Orange County to set up a pilot manufacturing facility. As summarized at paragraph 94 of my First Affidavit in this court case. I was unable to set up the pilot manufacturing facility as Wayne and Arnold did not respond to my emails regarding locations for the pilot facility, did not provide funding for the pilot facility and failed to ship my equipment and materials stored in 11 boxes.
- 77. Contrary to paragraph 8 of David's Affidavit, both Arjun and I were directors of Synthion in 2014/2015. It was Beckerman and Berry that convinced David that Arjun and I was removed as directors in Synthion in 2014/2015.
- 78. Contrary to paragraph 4 of David's Affidavit, Wayne and Arnold did not pay for my expenses while I was in California. I paid for my own expenses. Email attached as **Exhibit** "**GGG**" to this my affidavit.
- 79. In response to paragraphs 16 to 18 and 21 of David's Affidavit, I was no longer interested in further dealings with David after receiving his proposal at Exhibit "H" of David's Affidavit. A copy of my email dated July 1, 2014 to David in which I declined his offer and explained my view regarding his proposal is attached as **Exhibit "HHH"** to this my affidavit.

Alfred DiMora

- 80. Contrary to paragraphs 2 of DiMora's Affidavit, during this first meeting I demonstrated the Technology for DiMora and his team.
- 81. DiMora did not make the statement at paragraph 3 of DiMora's Affidavit. Our conversations had been positive and involved his background, his business and experience with nanomaterials. He showed me a sample of his nanomaterial which he kept in a glass container. DiMora and his team were pleased with my presentation and invited me to a second meeting on June 19, 2014 where his engineers conducted in depth testing
- 82. Contrary to DiMora's description of our second meeting at paragraph 6 of DiMora's Affidavit, the tests which DiMora's engineers performed on the Technology were successful. Several emails relating to my meetings with DiMora are attached as **Exhibit "III"** to this my affidavit.

83. After the second meeting, DiMora invited Deborah and I to a restaurant where we discussed a possible role for the Technology in his ventures. The substance of our conversation was incorporated into a letter of intent. The letter of intent was drafted by Deborah, but I instructed her not to send to DiMora in its current state. DiMora also advised that he had several international contacts who could invest \$1 billion (USD) into the Technology and that he was "sitting on" \$200 million (USD) in contracts for a backup storage battery in the telecommunications field. The letter of intent and related emails between Deborah and I are attached as **Exhibit "JJJ"** to this my affidavit.

Berry commits Perjury by lying to this court

- 84. Berry lied that they did not know about GESC. In Berry's first Affidavit dated October 20th, 2014; item 68, Berry states that I had incorporated GESC in 2013 "...which he did not disclose to Arnold and me".
 - By email dated December 1st, 2013 "Arjun notified Beckerman and Berry that we will be moving forward in USA. Find email attached as **Exhibit "H"** to this my affidavit
 - By email dated December 10th, 2013, I inform Beckerman and Berry that I had put together a strategy document for GESC. It includes their perspective role in the company and their position. Find email attached as **Exhibit "J"** to this my affidavit
 - January 16th, 2014, the initial agreement Berry was putting together was not for Synthion, it was for GESC. Find Berry's initial agreement for GESC attached as **Exhibit** "BBBB" to this my affidavit

Berry lied that I was removed as a director from Synthion

- 85. In Berry Affidavit dated June 24th, 2022, **section 11 states** that I was removed in 2017 as a director from Synthion; however, this is contrary to Beckerman and Berry's email (dated July 11th, 2014) to Synthion's then corporate lawyer NRF's Paul Amerault that they had a meeting to:
 - Remove Julian as Chairman of the Board, Director and Shareholder
 - Remove Arjun as a director
 - Create new class of shares, open a bank account under their names
 - Change the registered corporate address of Synthion.

Find email attached as Exhibit "FF" to this my affidavit

Berry lied that all the claims from my patent was rejected by the USPTO

- 86. In his affidavit dated 7th, November 2022, Berry states that the USPTO rejected all of the claims in my patent. This is contrary to the facts.
 - The patent does not contain 35 claims as stated by Berry. It originally contained 60 claims. 40 of the strongest claims were illegally removed byformer patent attorney Hani Sayed, leaving only 20 claims.
 - The USPTO did not reject all claims in the patent. This is clear from Berry's own evidence.

Berry lied that that my Patent is considered of no value and abandoned

87. On August 2022 -According to the USPTO Lead Patent Examiner – The provisional Patent had 60 Claims – When the patent was moved into the full Patent process -40 of the strongest claims were illegally removed y Hani Sayed – leaving the patent with only 20 claims. This mean the patent was intentionally weakened, basically gutted. The Examiner also states that there are various process they have to revive the Patent. Find attached **as Exhibit "WW"** to this my affidavit

Berry lied that my battery does not work and that I never built prototypes

- 88. By email dated April 1st, 2014 Berry tells his friend George Horta that we want to make videos showing "...what the technology can do, like a 1kW battery running a 1000watt bulb for a period of time and showing how it only take a few minutes to charge...I think these types of things will shock people. We can also make one where we try make it get fire and explode. And on and on."
 - After having my technology tested and 6 months in China, I had 2 offers for commercializing my technology. Find attached one such offer and my 100Watt prototype functioning attached to Exhibit "C" to this my affidavit
 - Beckerman and Berry had my technology validated by Henry Vehovic in December 2013. Henry was an Applied Science and Engineering Professor at the University of Toronto, member of the Sustainable Development Technology Canada Investment Committee and expert in the area of clean energy. Henry stated that my technology is a "breakthrough". Find emails attached to Exhibit "L" to this my affidavit.
 - The testing on my technology I did with Alfred DiMora's and his technical persons were successful. I suspect this made it easy for Berry to enter into a Licensing deal with DiMora. Find attached as Exhibit 'iii" and Exhibit "JJJ"

- By email dated April 21st, 2014 Berry tells his Anthony Campbell that "...we are targeting having more prototypes built in 3 weeks...we are looking at putting a video on youtube showing the battery running a 1000watt bulb after only a 6 minute charge. <a href="Lithink that will start to show that this is real"
- By email dated March 4th, 2014 I requested Berry purchase 2 test devices to log data from our prototypes.
- By email dated March 6th, 2014 I invited Arjun, Berry and Beckerman to view a live demonstration of the semi-solid aqueous gel electrolyte. In the demonstration I show a 5 fold increase in performance and power compared to traditional liquid electrolyte.

Find email attached as Exhibit "PPP" to this my affidavit

Berry Lied that I Defrauded Deborah \$120,000

- 89. Deborah noted that \$120,000 was deposited into Eugene Millard's Account ("Gene"). Attached to this email is a Well Fargo transaction receipt demonstrating that \$120,000 was deposited into Gene's account. She advised me that she would work with Wayne and Arnold if I did not accept her terms. Contrary to Berry's assertion, I did not defraud Deborah \$120,000 -
 - By Email dated April 8th 2015 My then lawyer Jonathan Burstein confirmed that \$120,000 was deposited into Gene's company's account, New Age Innovations LLC
 - By Email dated June 24th, 2014 Deborah confirmed that she deposited the \$120,000 into Gene's company account and provided a deposit receipt.
 - Deborah's banking transaction receipt showed the deposit going into account ending
 "1639" GESC Well's Fargo account ends in 1384.

Emails, documents and deposit receipt attached as Exhibit "QQQ" to this my affidavit.

 The terms of the loan agreement clearly states that the \$120,000 (80K admin fee + \$40K) professional fee are fully refundable if the loan did not close. The loan never closed.

Gene's Loan "New Age Innovations" is attached as Exhibit "RRR" to this my affidavit.

Berry lied that the internet domain <u>www.synthionenergy.com</u> was owned by Synthion.

90. The internet domain synthionenergy.com is not and never was the property of Synthion. It was a domain I bought and paid for and was my personal property.

Sequence of Events after June 2014

91. It is clear from the evidence that after Beckerman and Berry colluded with Synthion's then lawyer, Paul Amerault – Paul suppressed all of their illegal activities and communications with him – denying knowing anything when I questioned him. Email attached as **Exhibit "GG"** and **Exhibit "HH"** to this my affidavit

Use the court to as a means in their crimes

- 92. Beckerman and Berry planned to use a lawsuit (<u>this very lawsuit</u>) against myself and Arjun to "keep us busy" while they worked with investors on technology that did not belong to them.
 - In Beckerman and Berry's application record; they request this court grant them full
 ownership of Synthon, all of Arjun's and my ownership shares and full ownership of my
 patent and all its technologies; despite the fact that they were not shareholder as they
 failed to fulfil their performance obligations under the founders agreement.
 - To make matters worse, they had stolen my battery making equipment, chemicals, breached the founders agreement and acted criminally.
 - By bringing this lawsuit; Beckerman and Berry is attempting to legalize the theft of my company and technology.

Erry's email to NRF attached as Exhibit "JJ" to this my affidavit

Intent on stealing my technology

93. Beckerman and Berry want to take my technology and marry it to other technology to refile new patents owned by themselves. This is technology theft and corporate espionage Email attached as **Exhibit "KK"** to this my affidavit

Lied to Investors

94. August 2014 – In order to convince investors they were covertly working with that they owned and controlled Synthion; Beckerman and Berry changed industry's Canada online database removing Arjun and I as directors, changed Synthion's corporate address to Berry apartment address and placed themselves as sole directors in Synthion. Industry Canada's Records for Synthion is attached as **Exhibit "LL"** to this my affidavit

Redirected Patent correspondence to their personal address

95. <u>Berry illegally changed my correspondence address at the United States Patent Office</u> - USPTO online database: <u>Keeping Julian's name but change the address for correspondence to Berry apartment</u> to ensure they intercept all correspondence from the USPTO Find attached as **Exhibit "NN"** to this my affidavit

Berry commits fraud

- 96. Berry commits Fraud by filling out a USPTO Patent Assignment form with my name as the "Conveyor" and assigns my patent to Synthion; uses <u>his private apartment address as the address of Synthion Energy Inc. I did not have knowledge of nor give consent</u> to this transfer of my property using my name.
 - In the October 2022 motion, Justice Cavanagh made it clear that Justice Newbould did
 not make any orders transferring my property, patent to Synthion and that I did not act in
 contradiction to Justice Newbould.

Find patent assignment form attached as **Exhibit "OO"** and Justice Cavanagh endorsement as **Exhibit "iiii"** to this my affidavit

Berry and Beckerman Deceived Investors

97. Beckerman and Berry had lied to investors that they owned Synthion and Julian's technology and that Julian was removed and is no longer part of Synthion. Investors was waiting for them to reproduce the technology and they did not have access to then confidential patent containing Julian's Printable Battery process:

Put their plan into action

- 98. On November 3rd, 2014 Beckerman and Berry brought an application to the commercial list (this very civil suit) to: gain full ownership of Synthion, my printable battery technology and all the shares. Find attached as **Exhibit "XX"** to this my affidavit
- 99. This same court case Berry plotted with his friend Paul to "keep Julian and Arjun busy". In Berry's affidavit of 87 items almost all are fabrication and outright lies this amount to gross Perjury on this Court. Find Berry's email attached as **Exhibit "JJ"** to this my affidavit.

First Motion Failed

100. Their first motion to get full ownership of Synthion, my Intellectual Property (Patent) and all my shares <u>completely failed</u> as my documentary evidence (Affidavits) was before the motion judge. They were to pay cost determined by the trial Judge.

- a. By Email My then lawyer Jonathan Burshtein made it clear Beckerman and Berry did not meet the requirements for the relief they sought.
- b. Justice Segal <u>ordered a trial</u> and the cost they owed to me was to be determined by the trial Judge.

Find attached Justice Segal's endorsement and Jonathan Burshtein's email as **Exhibit "AAA"** to this my affidavit

Failed first motion led to a panic – investors in the wait

- 101. Berry and Beckerman were in a panic because they had signed a licensing deal with Alfred DiMora, gained a consortium of investors and were in talks with the Electric Car manufacturers and according to Arnold, the Israel Government.
 - They did not have the battery making process, its chemicals and method of synthesis for the nanomaterials that my then confidential patent contained. I suspected they somehow got to my then lawyer Jonathan Burshtein and had him remove all my affidavits for the second motion they brought 3 months later to gain access to my patent
 - My affidavits were well documented and caused them to fail the first motion in February 2015. Beckerman and Berry is highly afraid of the truth of their activities being known.

Julian's Affidavits Removed - Not before Justice Newbould

- 102. <u>Instead of a trial as ordered by Justice Segal</u>; they brought a second motion –May 2015. This time to gain access to my then confidential patent.
 - In my responding documents my lawyer at the <u>time illegally removed my Affidavits and</u> replaced it with affidavits of Beckerman and Berry; Thereby <u>suppressing my evidence</u> causing me great harm and placing the perjury-filled affidavit of Berry for both sides.
 - Jonathan Burshtein removed my affidavits the same affidavits that led to Beckerman and Berry failed first motion; from my materials before Justice Newbould and then the appeals Judge.

- Jonathan's action caused great harm to me. It allowed Beckerman and Berry to win this
 motion gaining access to my then confidential patent. From this point on I lost my
 company and my technology (worth millions of dollars) This harm was further increased
 by cost incurred for the May 2015 motion and appeal.
- Jonathan Burshtein breached his fiduciary duty, duty of good faith, Codes of Professional Conduct and clearly did not defend my interests.

Find my motion record dated April 29th, 2015 attached as **Exhibit "QQ"** to this my affidavit

Julian's lawyer breach his Fiduciary Duty and duty of good faith

- 103. Jonathan Burstein caused me further harm by arguing my patent was "privilege" instead of confidential and failed to disclose to Justice Newbould that I have a personal confidentiality agreement (NDA) with NRF.
 - This is separate from the engagement letter between Synthion, myself and NRF; The
 personal NDA with NRF states that only I am allowed to work with them on Patents. By
 email dated August 27th, 2014 NRF lead Patent attorney Chris Hunter clearly states this
 fact to Beckerman and Berry's Lawyer, Alan Dryer.
 - Burshtein suppressed my personal confidentiality agreement (NDA) with NRF from
 Justice Newbould. A <u>critical piece of evidence</u> preventing Beckerman and Berry from
 accessing my then confidential patent.
 - We can see Justice Newbould telling Burshstein "If there's a confidential issue, that's a completely different issue" to which Burshtein responds "Well, I'm arguing it's not confidentiality, I'm arguing its privilege" - Page 22 of the motion transcript

Find motion transcript attached as **Exhibit "BBB"** and NRF's email as **Exhibit "S"** to this my affidavit

104. Justice Newbould was under the impression that there would be a trial in the coming weeks. Beckerman and Berry blocked the trial despite my request for a trial.

False information before Justice Newbould

105. Justice Newbould was under the <u>false impression</u> that I ran away to California and incorporated a new company (GESC) – because of the perjury in Berry's affidavits. My documentary evidence was not before the motion Judge. Find at (<u>page 2 line 20</u>) of the transcript from the May 2015 Motion to disclose my patent as **Exhibit "BBB"** to this my affidavit

Berry's lawyer lied to Justice Newbould

106. Beckerman and Berry's lawyer, <u>Alan Dryer, told the motion judge that "We're saying not only was he oppressive, he was fraudulent and, and deceitful".</u> (page 32 of motion transcript). Dryer was vilifying me to get the Judge to believe that they should have access to my patent because they needed to test it – when infarct; there were investors lined up to "marry" my technology to other technology "refile new patents" owned by Beckerman and Berry – according to Beckerman in his email to Paul Amerault.

Beckerman's email to NRF attached **as Exhibit "KK"** and transcript from the May 2015 Motion to disclose my patent as **Exhibit "BBB"** to this my affidavit

- 107. Dryer tells Justice Newbould that they only want to have an expert look at my patent. They will not disclose to any outside party.
 - Dryer, Beckerman and Berry's lawyer, suppress the fact that before entering into the
 'founders agreement'; they had my technology validated by an expert, Henry Vehovic.
 Henry was an Applied Science and Engineering Professor at the University of Toronto,
 member of the Sustainable Development Technology Canada Investment Committee
 and expert in the area of clean energy. After testing Henry said the technology is a "is a
 breakthrough"
 - Find emails attached as "Exhibit JJJ" and Exhibit "iii" to this my affidavit.
 - DRYER: "... we certainly never intended to disclose it to anyone outside of Synthion.
 Today, Synthion's two directors are my two clients and yes, they are not scientists,
 they're financial guys,"
 - This is how my technology was stolen Lying to the motion judge that they are Synthion's only directors that they needed access to my then confidential patent for testing when they already had the technology tested and valided y an engineering professor before entering into the contract. The real reason was they had investors lined up and needed to reproduce the technology for investment. They had already told Paul they wanted to use my technology to marry it to other technologies to file new patents owned by themselves. This is serious perjury, theft of technology and fraud. Find at (page 38) of the transcript from the May 2015 Motion to disclose my patent as Exhibit "BBB" and Beckerman's email to NRF attached as Exhibit "KK" to this my affidavit

- 108. Dryer goes on to say that I took \$130,000 from Beckerman and Berry although their own record indicate_only \$24,700 although it may be a bit more but I cannot find any evidence to support it.
 - At no time did any money from Beckerman and Berry enter into Synthion's official Bank account. Payments outlined in the founders agreement were paid directly from Arnold's personal account to myself and Arjun.
 - Per their application affidavit Beckerman and Berry was secretly paying themselves \$15,000 each month (according to the list in their own affidavit) without <u>my and Arjun's</u> knowledge and kept off official Synthion's books.
 - The 'founder's agreement' did not include any provisions for payments from Beckerman
 and Berry to themselves nor did any employment or contractual agreement exist for
 Beckerman and Berry to be paid by themselves to themselves and <u>claim it as money</u>
 given to me or Synthion.

Find Berry's own cost table from his application affidavit attached as **Exhibit "CCC"** and transcript (Pg 37 – line 30) from the May 2015 Motion to disclose my patent as **Exhibit "BBB"** to this my affidavit

Justice Newbould findings made in err: No documentary evidence from Julian

- 109. Orders made by Justice Newbould was made in err as justice was perverted in a gross manner.
 - There was no fairness as only Beckerman and Berry's documentary evidence was used
 to make determinations. It was completely one sided. My then lawyer ensured my
 affidavits were not before the motion and appeals judge only Beckerman and Berry's
 affidavit for both sides thereby rendering a failure of the motion and appeal; incurring
 cost for both the motion and the appeal. Find attached as Exhibit "QQ" to this my
 affidavit
 - Based on the motion judge only receiving their affidavits riddled with perjury. They were granted access to my then confidential patent with complete information on the process, chemicals and methods for making my printable battery technology. I have already proven their intent to steal my technology, alter it and refile new patents as stated in Beckerman's email to NRF attached as Exhibit "KK" to this my affidavit.

Arjun's Colludes with Beckerman and Berry give them his Share Certificate

- 110. By email dated September 18, 2015 to Berry's Lawyer Arjun requested to speak with Beckerman and Berry.
 - According to Berry's own evidence in his affidavit for this motion (Exhibit E) Arjun
 Chahal purports to provide a 'draft' affidavit dated <u>October 2015</u> in which Arjun denies
 having knowledge of many things that can be in favour of Beckerman and Berry;
 however, in Berry's motion materials dated <u>December 17th</u>, 2015 and all subsequent
 documentary evidence for all his motions since that time; this purported 'draft affidavit'
 does not exist. It has magically appeared only for this motion.
 - Arjun gave his share certificate to Beckerman and Berry who now had a physical shares certificate from Synthion.
 - Berry's own evidence in his (Exhibit E) shows that Arjun collusion with Beckerman and
 Berry's ended with <u>Arjun coming into a large sum of money</u> that enabled Arjun to go on a
 world tour visiting almost every country. By email dated October 20th, 2015 Arjun states
 that he resigns as a director in synthion and gives all his shares back to the corporation
 (Beckerman and Berry)
 - By responding email dated October 20th, 2015 I notified Arjun that I require this in writing with a signature.
 - By letter (attached to email) I notified Arjun that "Per the founder agreement which is being contested in the court that "that no shareholder may dispose of their shares in the company" without the consent of DeVante, Beckerman, berry and Arjun...therefore it may not be legal or possible to dispose of your shares or remove yourself as a director until the court has made a legal ruling..."
 - By email and letter dated October 21st & 25th, 2015 Arjun confirms his resignation and giving back of shares to 'the corporation'.

Letter, Emails, Document and Pictures from Arjun's then world tour attached to **Exhibit** "**GGGG**" to this my affidavit.

Forgery: Berry and Beckerman created fake Synthion shares certificate

111. To get the deal with Alfred DiMora and the consortium of investors; Beckerman and Berry had concocted fraudulent books and shares certificates for Synthion as the official books, shares certificates and seal were with me. They were successful in using the court as a means

to steal my confidential technology by gaining access to my patent in the May 2015 motion.

Only one thing stood in their way now – getting rid of my 93% ownership shares in Synthion:

- At no time did I provide Beckerman and Berry with a Synthion Shares Certificate.
- By email dated <u>September 18, 2015</u> Arjun contacts Beckerman and Berry and makes
 a deal with them which involves receiving a large sum of money for his shares. Arjun
 gives his share certificate to Beckerman and Berry. Email attached to **Exhibit "GGGG"**to this my affidavit.
- Beckerman and Berry concocted a fake shares certificate using the share certificate
 Arjun gave them as a template and placed Julian's name on it. It was for Julian's 93%
 ownership in Synthion. Attached as Exhibit "RR" to this my affidavit
- The certificate is not signed by me (no signature) and contained a fake seal different to the official seal of Synthion Energy Inc.
- Dated May 30th May 2015 and signed by Wayne J Berry (I was in California at that time awaiting them to ship the 11 boxes – boxes they stole.)
- This is a violation of the criminal code section 374 Forgery
- Beckerman and Berry approached the Toronto sheriff office with the fraudulent shares certificate attached it to a writ and requested the Sheriff sell it to collect cost for the May 2015 motion and appeal where my affidavits were not before the judge.
- The Sheriff contacted me I filed a notice of protest and the Sheriff refused to place the fraudulent shares certificate for sale. Attached as **Exhibit "SS"** to this my affidavit

Alan Dryer again lied to the Motion Judge

112. In December 2016 I was self-representing and on travels overseas. Beckerman and Berry found out – they brought a motion to force the Sheriff to sell the fraudulent shares certificate and to throw out my evidence, counter application and render default judgment. Despite advising Beckerman and Berry's lawyer that I am on travels and need time to find a lawyer – their lawyer told the court I am not responding and cannot be found. Attached as **Exhibit "DDD"** to this my affidavit

Julian's Affidavits not before the motion Judge

113. Once again my documentary evidence (Affidavits) was not before the motion judge – as they hoped for –and the Judge, not knowing the certificate were fraudulent - force the Sheriff to sell the fraudulent certificate.

No Proof of purchase of Shares Certificate

- 114. In 2017, <u>Beckerman bought the same fake shares certificate they manufactured</u> gaining full ownership in Synthion for \$0.00 as the money he paid went right back to his pocket.
 - Beckerman and Berry <u>did not provide proof</u> of how much they purchased the fraudulent share certificate for in any of their affidavits or court documents

Criminal Code Violations

115. In summary, **Beckerman and Berry committed the follow crimes according to the criminal code:**

- 1. Breach of contract Section 422(1)
- Beckerman and Berry engaged in breach of contract by paying themselves secretly
 without disclosing those payments to the other shareholders. Attached as Exhibit
 "CCC" to this my affidavit
- Did not perform nor reach their milestones set forth in the contract to be eligible for the
 2% of shares in Synthion
- Breached schedule A matters requiring special Approval: Change to authorize or issues capital in the company & share structure –they proceeded to change Synthion's Share structure without my knowledge or consent. They then subscribed to those shares and raised funds for the newly created shares. All of these actions are illegal by corporate law and the founders agreement. Attached as Exhibit "JJ" and Exhibit "FF" to this my affidavit

2. Criminal Breach of Trust - Section 336

- Knowingly committed a crime by secretly creating a new class of shares to illegally raise
 investment for themselves and secretly trying to lure their associates in purchasing those
 shares for their own gain and profit. All without my knowledge or consent and off of
 Synthion's official books. Attached as Exhibit "FF" to this my affidavit
- Section 2 of the founders agreement clearly states that that no shareholder may directly or indirectly assign/sell/transfer/assign/pledge/charge/mortagage/or in any way dispose of any shares of the company and the company may not issue any shares or grant any option or rights to purchase shares except with the consent of Devante, Chahal, Beckerman and Berry (everyone has to agree) yet they sold the "fraudulent shares in my name" they concocted. Attached as Exhibit "N" to this my affidavit

 Secretly used his wife's Skype account to covertly engage with potential investors and raise funds for themselves. Attached as Exhibit "Z" to this my affidavit.

3. Theft - Section 322 (1)

Stole Proprietary and confidential materials and equipment relating to my battery
technology and patent. These materials and equipment were boxed and agreed to be
shipped to me in California. Beckerman and Berry decided to steal the materials and
equipment for their own gain and profit. Email to the Toronto Police Attached as Exhibit
"X" to this my affidavit

4. Obstruction of Justice - Section 129

 Beckerman and Berry contacted the Toronto Police and provided false information, convinced the officers to not pursue the investigation of theft of materials. Berry successfully obstructed and ended the investigation of theft (of technology materials and equipment).

5. Forgery - Section 363 & Section 374 Drawing document without authority

Beckerman and Berry fabricated a fake shares certificate to gain ownership of my 93% ownership in Synthion. The certificate is signed by Berry, not signed by me and has a different seal than the official seal of Synthion. Berry's fake shares certificate and my real shares certificate side by side Attached as Exhibit "RR" to this my affidavit

6. False pretence - Section 361 (1)

- Berry and Beckerman visited the Toronto's Sheriff Office and <u>under false pretence</u> convinced the Sheriff that forged shares certificate as genuine. They requested the fabricated shares certificate be sold for 93% of my ownership in Synthion Energy Inc My Company. Berry's fake shares certificate and my real shares certificate side by side Attached as **Exhibit "RR"** and my protest letter to the Toronto Sheriff attached as **Exhibit "SS"** to this my affidavit
- Beckerman and Berry entered into a deal with Alfred A DiMora or DiMora Motorcars
 (under the false pretence they own my technology) to license my technology in DiMora's
 new electric cars he is building for Vietnam. DiMora has an agreement with the Vietnam

government to manufacture electric vehicles. Attached as **Exhibit "DD"** to this my affidavit

7. Perjury - Section 131 (1) Misleading Justice

- Berry and Beckerman committed numerous acts of Perjury & outright lies in their affidavits on which their entire court case is based on
- Beckerman and Berry in their 2014 affidavit that they did not know about GESC (that I secretly started the company after I ran away to California) but GESC was setup for manufacturing in California and Beckerman and Berry was notified and received the outline document for all things GESC. The document also had their name in it as to their position in the company. Synthion was to be dissolves as mentioned earlier with the associated evidence.
- The original contract between Berry, Beckerman and myself was for GESC the rough draft was done by Berry. Berry's initial draft contract for GESC attached as **Exhibit** "BBBB" to this my affidavit.
- By email dated January 6th, 2014 Berry tells NRF that I am incorporated in USA and in Canada – He is referring to GESC and Synthion. This is contrary to what Berry states in his affidavit that he and Arnold had no knowledge of GESC.
 - Attached as Exhibit "H", Exhibit "I", Exhibit "J" and exhibit "BBBB" to this my affidavit
- Lied under oath to the Court about payments made to NRF to cover legal cost On page 11 of Berry's Sworn (October 20th 2014) Affidavit (PDF page 21, Item #50) Berry presents to the Court, that they paid these costs to NRF but in fact: their affidavit is dated October 2014 as of December 2014 these invoices were unpaid. Attached as Exhibit "EEE" to this my affidavit
- The list goes on and on

8. Identity Theft - Section 402.1

- Berry changed my address on the US Patent office listing for my patent to Berry
 apartment address to illegally intercept all correspondence from the patent office to him.
 Attached as Exhibit "NN" to this my affidavit
- Filed a USPTO form to convey my Patent to Synthion They placed my name and used Berry's apartment address as the address of Synthion. – I had no knowledge nor did I authorize such action. The patent is in my name and is infarct my property. Attached as Exhibit "OO" to this my affidavit

9. Fraud - Section 380 (1)

- Berry/Beckerman has illegally updated Industry's Canada Online database of Directors (adding themselves and removing myself) more than six times. Attached as Exhibit "LL" to this my affidavit
- Created a new class of shares without the consent of majority shareholders, directors and the Chairman – myself. Illegally and secretly sold the new shares in Synthion Energy Inc to raise investments for themselves
- Illegally filed a patent assignment with the USPTO after they were removed from
 Synthion <u>using my name</u> as the conveying party <u>without my consent</u> or authority. There
 was no court order for this conveyance as stated on the document hence this is fraud.
 Document as **Exhibit "BBB"** to this my affidavit
- Worked with The University of Toronto through a grant to use my technology and marry it
 to another technology to form new patents owned by them –despite their lawyer telling
 the Justice Newbould in the May 2015 motion, they needed access to the patent to test it
 only. That "no one" outside Synthion will view the patent. A complete lie. Find at (page
 38) of the transcript from the May 2015 Motion to disclose my patent as Exhibit "BBB"
 to this my affidavit
- By their own court documents recently filed: they had not only gained funding for my technology but has setup a lab to conduct research on creating more patents related to and stemming from my technology. Email attached as Exhibit "KK" to this my affidavit
- In the 2015 motion stated they needed complete access to my then confidential patent
 information to test the technology when infact they had investors waiting and
 because NRF locked them access to my IP they planned to use this court case to
 access force NRF to gain access to my then confidential patent as Arnold email to

Paul in July of 2014 - Email as **Exhibit "KK"** and email as **Exhibit "ZZZ"** to this my affidavit

Corporate law is very clear – With a shareholders meeting - A majority shareholder can remove a director – especially for such criminal conduct. Beckerman and Berry were removed on November 19th, 2015. The meeting was held at the Toronto Police Station downtown Toronto in full view of the officers. Beckerman and Berry never showed up. Emails as Exhibit "BB" to this my affidavit

10. Defamation - Section 298 (1) Libel

October 11th 2014 – Berry defames Arjun and I to a potential corporate partner Scott
Kitcher stating that "Arjun and I ran away to California and started a company GES that
we did not know about ...stole \$120,000 from Deborah". Berry's email attached as
Exhibit "DDDD" to this my affidavit

11. Mischief - Section 140 (1)

- Beckerman and Berry placed false complaints to the Toronto Police in 2014:: "that I was removed from my company and that they are the sole owners of Synthion Energy Inc".
- Beckerman and Berry lied to Industry Canada in 2014, 2015 and 2016 that they are sole directors in Synthon Energy and that I was removed from Synthion.

Documents as Exhibit "LL" to this my affidavit

Lied to this court that I was removed from Synthion

- 116. According to Berry in his Affidavit for this motion dated June 24th, 2022:
 - March 20th 2017 I was no longer a director and ceased having any interest in Synthion. This is contrary to Berry and Beckerman of holding a meeting in June 2014 removing myself and Arjun as directors and shareholders in Synthion. An action that is contrary to all known laws. Email as Exhibit "UU" and Exhibit "VV" to this my affidavit
 - No shareholders meeting and meeting minutes are provided for my removal in March 2017.

- Beckerman and Berry had since June 2014 has been operating as if they were the owners of my technology, my 93% shares and only directors and officers of Synthion.
- That I did not exist and have no interest in the company. When I contacted them to let me know what they were doing and to stop; they ignored my email and Berry responded that they owned everything and I have no interest in the company. Berry's Email (4th email in the list of emails) attached as Exhibit "BB" to this my affidavit

Outstanding money owed to Julian DeVante

- 117. If I was removed in March 20th, 2017 (according to Berry's Affidavit for this motion dated June 24th, 2022) if Beckerman and Berry is relying on the contract as a means for my technology then the following must be adhere to:
 - 1. The contract must be in full effect and be adhered to by all parties
 - 2. The contract clearly states in Section 2 of the Founders Agreement: "...No shareholder may, directly or indirectly, sell, transfer, assign, pledge, charge mortgage or in any other way dispose of or encumber any shares of the company, and the company may not issue any shares or grant any options or rights to purchase shares of the company, except with the consent of DeVante, Chahal, Beckerman and Berry."
 - This means that the selling of my "fake shares certificate" without my consent is prohibited by this contract I did not consent.
 - Selling Shares to DiMora, Deborah, David and other investors is prohibited without the consent of DeVante – I had no knowledge and did not consent.
 - 3. If I was removed in 2017 as a director as stated in Berry affidavit dated September 2022, then between July 2014 and November 2017 I was not paid the stipulated overhead of \$10,000 a month. This would mean they are in default and owning myself the follow:
 - i. 2014 6 months x \$10,000
 - ii. 2015: 12 months x \$10,000
 - iii. 2016: 12 months x \$10,000
 - iv. 2017: 11 months x \$10,000
 - v. Total= \$410,000 outstanding payments to DeVante

- 4. since I am 93% shareholder & director in synthion from 2014 to 2017 I am owed 93% disbursements of all investments collected from the consortium of investors and selling of shares
- 5. 93% of all licensing of my IP and new IP derived from my core IP.
- 6. A complete list of all actions taken by them for Synthion and all spin off companies.
- 7. Berry does not provide any real documented proof of the Sale of "DeVante's shares certificate" in his affidavits. Actual evidence is needed.

No Proof of Purchase of DeVante's Shares Certificate

- 118. Beckerman and Berry <u>never provide proof of purchase of the fake certificate in any of their affidavit</u> because that would be further proof of their crimes. The never provided any evidence of payment amount for the writ, again because it is further proof of their crimes.
- 119. I had contacted the sheriffs office to get a copy of proof of the writ and payment because it was supposed to be a public sale. According to the Sheriffs office, the documents were somehow <u>removed from storage and destroyed.</u>

Interference with DeVante's Lawyers

- 120. **Jonathan Burshtein** May 1st, 2015 motion to access my patent. Jonathan removed my documentary evidence (Affidavits) from the motion record and appeals documentation replacing it with Beckerman and Berry affidavits, causing me to lose the motion and incur cost for both the motion and the appeal
 - Kira Taylor: Suddenly requested large sums of money the day before the October 2015
 Motion.
 - Matthey R. Harris: Matthew received full payment from me for his services but acted
 against my interest. Breached his fiduciary duty, duty of good faith, client confidentiality,
 acted dishonestly, did not provide any legal advise and contacted opposing interests and
 divulged private information weeks before the motion.
 - Matthew Harris contacted NRF Paul Amerault, Jonathan Burshtein, Beckerman
 and Berry and all colluded to dispose of my July/August Motion I had brought
 against Beckerman and Berry to regarding the fraudulent shares certificate. –
 Insted of my motion being heard The judge went into his council chambers with
 Paul Amerault, Alan Dryer, Jonathan Burshtein and others. They spoke in private

dissuading the judge for proceeding with the motion – I was then asked to put up cost if I wanted to proceed with the motion. I was unable to do this due to my financial situation.

Termination Letter attached as **Exhibit "EEEE"** to this my affidavit.

Criminal Attacks and Interference in this Court Process

- 121. I recently learned that <u>Beckerman and Berry has ties to friends in the Intelligence</u>

 <u>Agencies</u> and had leverage these ties to co-opt my lawyers, the police and this entire court process.
 - Since Beckerman and Berry stole my technology and company in June 2014 Evidence vital to my court case were continuously being deleted from my computer and my off line hard drives
 - Recording of Alfred DiMora talking about my battery technology to be used in his electric vehicle were deleted from my computer and never made it to the court.
 - Recording of my conversation with Loudon Owen was deleted from my mobile phone
 - All the videos of my large scale prototypes were deleted from my backup hard-drives and computer.
 - I was forced to dispose of all my chemicals and battery equipment from my residence in 2020/2021.
 - I was poisoned several times, the brakes on my car tampered with, toxins and chemicals sprayed in my vent of my residence.
 - On several occasion I was haemorrhage blood from my brain and blocked from seeing a doctor in the emergency of the hospital.
 - I lost my employment several times and was blocked from getting any employment. I
 was also blocked from finding a place to live after I left the current residence due to the
 toxins and chemicals being sprayed on my while I slept. Basically there is a clear effort
 to make me destitute and homeless.
 - All my devices and email hacked. Emails have been deleted, documents altered or
 outright deleted. I struggled to put together these affidavits as the evidence kept getting
 deleted. I went through six printers in a row as the hardware was sabotaged. Power
 supply stolen from my laptop. Several Laptops destroyed. My phone and wallet withal

- my bank and credit-cards and passport stolen. Passwords changed on my protected court document file.
- I was unable to upload document to the court web portal. My calls to the court are always blocked. My email to the court is blocked. I cannot email the sheriffs office and called are dropped and redirected. The responding affidavit I uploaded to caselines had the back page removed.
- My credit cards and bank card had been routinely blocked or passwords changed.
- I had contacted the largest law firms in Ontario and in Canada to help me with bring justice to these criminals. The law firms were interested in taking the case then after a few days they contacted me saying they were 'not allowed' to take the case. When I asked what that means and what the reasons are they said they 'cannot talk about it'. It seemed someone scared them off. Smaller lawyers and independent lawyers interested in taking the case when I spoke with them then within an 30 minutes they called me and changed their minds. I was blocked from seeking any meaningful Justice.
- My mails were being opened and then stolen outright. On advise of one lawyer, I
 registered a company to continue my research in Energy Storage and clean fuels. The
 business license was stolen from the mail.
- In 2020 I was in the hospital critical care for 8 days with severe loss of cognitive
 functions due to the chemicals being sprayed on me in my living space and my car. I
 visited the RCMP and CSIS to get answers as to what was happening but was told "<u>its is</u>
 not them doing this" They did not say it was not happening only that it <u>wasn't them</u>.
- I had reported all of these things to the Police but they were never investigated.

Perverted the Justice Process

- 122. Beckerman and Berry's crimes are so heinous they deserve to go to jail but here they are again using the courts to conclude the long list of their crimes by barring me from any possibility of Justice. They are requesting a declaration that DeVante acted in a manner that is oppressive, unfair to and in a manner fraudulent and deceitful against the Applicants;
 - From the evidence presented, it was Beckerman and Berry that acted both fraudulently, deceitful and criminally towards myself, my company and my technology.

Court File No. CV-14-10751-00CL

Beckerman and Berry profited from this crime

- 123. In 2013 Berry was financially destitute with \$11,000 of income, this is after spent all the money he stole from elderly investors in Nova Scotia in 2012– today he is financially well to do because of his success in using the courts to 'make legal' his criminal activities in his biggest theft to date. This is a classic case of Justice serving the 'crooked'. Berry's financial income disclosed in a family case for child support attached to Exhibit "Q" of this my affidavit
- 124. All the time, effort and resources I spend over the years developing the printable battery technology was for not as criminals who never lifted a finger in creating, developing or contributing to the technology, stole and profited from it then proceeded to pervert Justice at every turn and destroy me in every way
- 125. It was NRF's Paul Amerault (Synthion's Corporate lawyer and Berry friend) that guided Beckerman and Berry regarding on how to use the legal system to commit their crimes. You cannot take someone else's property with a legal mechanism to do so.
- 126. The court provided the legal mechanism to commit these crimes all Beckerman and Berry had to do was lie about everything, suppress my documentary evidence and pretend that I did not exist. Created fraudulent corporate books, share certificates, corporate stamps and bank account. Pretend to investors they owned Synthion, my technology and that I was a "fraudster" that had no interest in Synthion.
- 127. They blocked a trial and used motions to get everything they wanted. They knew if there was a trial, there would be discoveries made and their perjury, fraud and crimes would be brought to light. This is why they are desperate to have the court throw out all my evidence and render default judgement. They do not want any evidence of their crimes to exist.

Sworn before me at the City of Ottawa, in the Province of Ontario, on . November 28th, 2022

Commissioner for Taking Affidavits
ONTARIO SUPERIOR COURT OF JUSTICE

161 Elgin Street, Ottawa, ON K2P 2K1

JULIAN DEVANTE

This is Exhibit "A"

To the Affidavit of

JULIAN DEVANTE

Certificate of Incorporation Canada Business Corporations Act	Certificat de constitutio		
	•		
Synthion Energy INC.			
Corporate name / I	Dénomination sociale		
8150	815081-8		
Corporation numbe	r / Numéro de société		
I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the <i>Canada Business Corporations Act</i> .	JE CERTIFIE que la société susmentionnée les statuts constitutifs sont joints, est consti en vertu de la Loi canadienne sur les sociétactions.		
Wares!	Hainel		
Marcie	Girouard		
	/ Directeur		
	-03-26		
Date of Incorporation	on (YYYY-MM-DD) on (AAAA-MM-JJ)		

Canadä

Industry Canada

Industrie Canada

Form 1 Articles of Incorporation Canada Business Corporations Act (s. 6)

Formulaire 1 Statuts constitutifs Loi canadienne sur les sociétés par actions (art. 6)

Julian DeVante

1 Corporate name Dénomination sociale Synthion Energy INC. 2 The province or territory in Canada where the registered office is situated La province ou le territoire au Canada où est situé le siège social ON 3 The classes and any maximum number of shares that the corporation is authorized to issue Catégories et le nombre maximal d'actions que la société est autorisée à émettre See attached schedule / Voir l'annexe ci-jointe 4 Restrictions on share transfers Restrictions sur le transfert des actions None 5 Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs Min. 1 Max. 10							
Synthion Energy INC. 2 The province or territory in Canada where the registered office is situated La province ou le territoire au Canada où est situé le siège social ON 3 The classes and any maximum number of shares that the corporation is authorized to issue Catégories et le nombre maximal d'actions que la société est autorisée à émettre See attached schedule / Voir l'annexe ci-jointe 4 Restrictions on share transfers Restrictions sur le transfert des actions None 5 Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs Min. 1 Max. 10							
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4 Restrictions on share transfers Restrictions sur le transfert des actions None 5 Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs Min. 1 Max. 10							
Restrictions sur le transfert des actions None 5 Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs Min. 1 Max. 10	See attached schedule / Voir l'annexe ci-jointe						
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Nombre minimal et maximal d'administrateurs Min. 1 Max. 10							
Nombre minimal et maximal d'administrateurs Min. 1 Max. 10							
Nombre minimal et maximal d'administrateurs Min. 1 Max. 10	5 Minimum and maximum number of directors						
6 Restrictions on the business the corporation may carry on							
Limites imposées à l'activité commerciale de la société							
None							
7 Other Provisions							
Autres dispositions							
None							
Incorporator's Declaration: I hereby certify that I am authorized to sign and submit this form.							
Déclaration des fondateurs : J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.							
Julian DeVante 39 Brookwell Dr, Apt 421, North							
York ON							
M3M 2Y4, Canada Original signed by / Julian De	Original signé par						

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Nota: Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une anneude maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).

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IC 3419 (2008/04)

* #	Industry Canada	Industrie Canada In	Form 2 itial Registered Office Address and First Board of Directors Canada Business Corporations Act (CBCA) (s. 19 and 106)	Formulaire 2 Siège social initial et premier conseil d'administration Loi canadienne sur les sociétés par actions (LCSA) (art. 19 et 106)
	Corporate nar			
	Dénomination			
	•	nergy INC.		
2	ddress of re	gistered office		
	dresse du si			
	00 King St Suite 5700	treet West		
_		M5X 1C7		
	dditional add	dress		
P	utre adresse			
		ne board of di onseil d'admi		Decident Occupit
				Resident Canadian Résident Canadien
Ju	lian DeVante	•	39 Brookwell Dr, Apt 421, North York ON M3M 2Y4, Canada	
D	Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form. Déclaration: J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.			
	Original signed by / Original signé par Julian DeVante			
		Julian DeVante		
				647-966-8906
for	Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to impriso or a term not exceeding six months or both (subsection 250(1) of the CBCA). Nota: Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passit l'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA			

Canadä

IC 2904 (2008/04)

Schedule / Annexe

Description of Classes of Shares / Description des catégories d'actions

The corporation is authorized to issue an unlimited number of Class A and Class B shares with the following rights, privileges, restrictions and conditions:

- 1. Class A shares, without nominal or par value, the holders of which are entitled:
- a. to vote at all meetings of shareholders except meetings at which only holders of a specified class of shares are entitled to vote; and
- b. to receive the remaining property of the corporation upon dissolution; and
- c. subject to the rights and privileges attaching to the Class B shares, to receive the dividends as and when declared by the board of directors of the corporation.
- 2. Class B shares, which shall carry the right:
- a. to a dividend as fixed by the board of directors and
- b. upon the liquidation or winding-up of the corporation, to repayment of the amount paid for such share (plus any declared and unpaid dividends) in priority to the Class A shares, but they shall not confer a right to any further participation in profits or assets.

The holders of Class B shares shall not be entitled to vote at meetings of shareholders except as otherwise specifically provided in the Canada Business Corporations Act.

director or any other office created by by-law or by the board. Notwithstanding this, the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, assignment, contract or obligation or any class of deeds, transfers, assignments, contracts or obligations may be signed.

11.02 Seal - Any person authorized to sign any document may affix the corporate seal thereto.

12. EFFECTIVE DATE

12.01 Effective Date - This by-law shall come into force when enacted by the directors, subject to the provisions of the Act.

13. REPEAL

(Delete as applicable.

13.01 <u>Repeal</u> - Upon this by-law coming into force, By-law Number of the Corporation is repealed provided that such repeal shall not affect the previous operation of such by-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under the validity of any contract or agreement made pursuant to any such by-law prior to its repeal.

President Secretary (Corporate Seal)

CONFIRMED by the shareholders the 27th day of MARCh 2012

ecretary

(Corporate Seal)

Resolved that the foregoing by-law is hereby enacted by the directors of the Corporation, pursuant to the Canada <u>Business Corporations Act</u> as evidenced by the respective signatures hereto of all the directors.

In lieu of confirmation at a general meeting of the shareholders, we the undersigned, being all of the shareholders of the Corporation entitled to vote at a meeting of shareholders, hereby confirm in writing the above by-law in accordance with the Canada <u>Business Corporations Act</u>.



Corporate Meeting Minutes

("Synthion Energy")

MINUTES OF A MEETING of the Board of Directors of Synthion Energy Inc. held on March the 27th day of 2012, at 10 a.m at , Toronto Ontario

PRESENT: Julian DeVante

First Director's Meeting

Motion to appointed Julian DeVante President, Secretary, Director of Synthion Energy Inc.

Motion Carries

It is resolved that Julian DeVante is elected President, Secretary, Director of Synthion Energy Inc.

Sign: Julian DeVante

Date: March 27th, 2012

Mile 4 /2012

100 King St. West Suite 5700 Toronto ON M5X 1C7 Phone:1.866445.5984 Fax:647.436.7423

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Synthion Energy

Corporate Meeting Minutes

("Synthion Energy")

MINUTES OF A MEETING of the Board of Directors of Synthion Energy Inc. held on March the 28th day of 2012, at 10:30 a.m at , Toronto Ontario

PRESENT: Julian DeVante

Director's Meeting

Motion to appointed Julian DeVante Chairman of the board (of directors) of Synthion Energy Inc.

Motion carries

It is resolved that Julian DeVante is now Chairman of the board (of directors Synthion Energy Inc.

Sign: Julian DeVante

100 King St. West Suite 5700 Toronto ON M5X 1C7 Phone:1.866445.5984 Fax:647.436.7423

This is Exhibit "B"

To the Affidavit of

JULIAN DEVANTE

16/03/2015 Print

Subject: NDA

From: Office Administrator (info@synthionenergy.com)

To: waynejberry@yahoo.ca;

Date: Monday, April 8, 2013 10:56 PM

Hi Wayne,

Find attached our standard Non-Disclosure Agreement.

Please have it signed/dated and either faxed or email back to me at your convenience.

Also just to get things started, our normal procedure would require a basic police background check for our files. This can be obtained at any police station. You may fax this to us when you have it.

best regards,

Natalie Johnson Office Administrator Synthion Energy Inc. T:1.866.445.5984 F: (647) 436-7423 This is Exhibit "C"

To the Affidavit of

JULIAN DEVANTE

20/03/2015 Print Subject: Re: Hi Hi Abbie, Hope you are well. I received the information and will take 1 week to think on it. I will contact you next week. regards, Julian Hi Julian, Got your email. We need some time to look into your response. We'll reply to you as soon as possible. Best regards! Abbie mgo1688 From: Julian DeVante Date: 2013-12-18 11:00 To: mgo1688 Subject: Re: Hi Hi, The following is the response: 1. 30 Million RMB for 20% Investment will be split into 2 parts. 3. IP fee is payable after the JV is registered and the IP license from the Inventor company 4. Only the JV company have the right to use the IP. No one else can use the IP. 5. The JV does not own the IP, only license to use the IP regards, Julian Hi Julian,

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=8qt4gag8lb9ol#3909351819

13/21

20/03/2015 Print

Happy New Year! Here is our reply to your email on 4th, Jan. 2014.

- 1. If Alfa invests 30,000,000 RMB for 30% of the ownership of JV, it means Mr. Julian DeVante occupies 70% of ownership with 70,000,000 RMB investment (or with equivalent foreign currency).
- 2. The dominant shareholder usually serves as the corporate representative and the president of JV, who will assume more responsibilities and rights for the JV. We should discuss on whether Alfa should be the corporate representative.
- 3. The JV dose not own the IP, but only has the right to use the IP. The company owning the IP should sign legal documents for the exclusive usage of power packs with the JV. The fee for the right to use the IP should be negotiated with the IP owner, which should also be paid by the JV.
- 4. We asks for the JV's exclusive supply of power packs for Alfa's buses, coaches and SUVs.
- 5. The buses, coaches and SUVs sold in China should enter National Bulletin issued by Chinese Ministry of Industry and Information Technology (MIIT), whose power packs should be tested by professional institutions authorized by the Chinese government. If the buses, coaches and SUVs sell abroad, they should also get the certification of the country. For example, the buses Alfa exported to Italy have passed the EU Certification. Therefore, we would like Mr. Julian to deliver the power packs in California, US to China and have them tested and approved qualified by Chinese government.

Thanks for your cooperation!

Best wishes!

Abbie

Alfa Bus

PS: Here is Chinese in case there is some misunderstanding in translation.

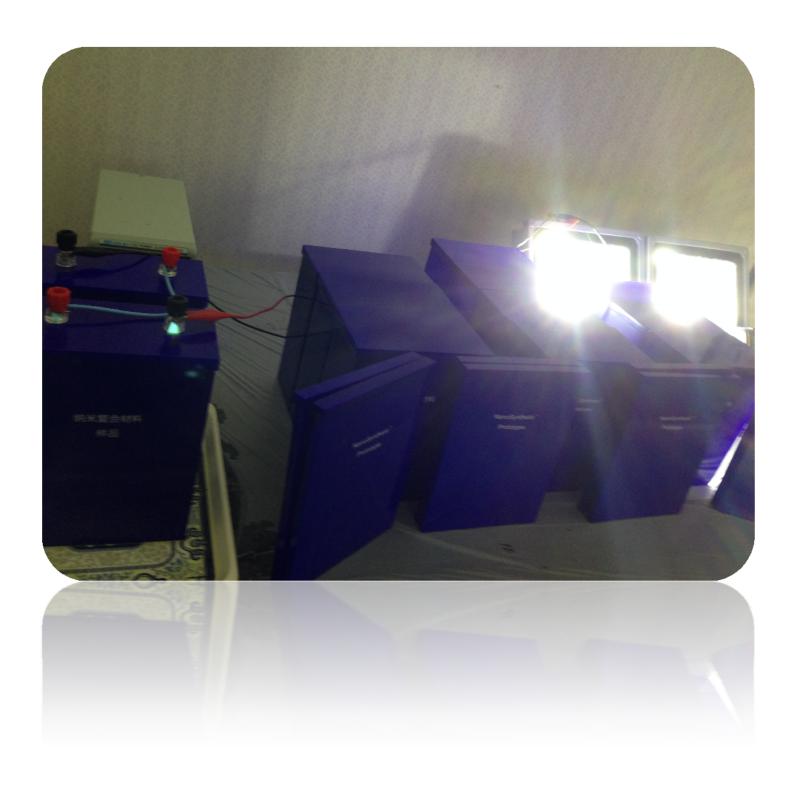
尊敬的朱利安先生:

您好! 一月四日来函经我们研究, 兹复如下:

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=8qt4gag8lb9ol#3909351819

15/21







This is Exhibit "D"

To the Affidavit of

JULIAN DEVANTE

16/03/2015

Print

Subject: Re: follow up

From: Office Administrator (info@synthionenergy.com)

To: waynejberry@yahoo.ca;

Date: Monday, July 22, 2013 8:29 PM

Hi Wayne,

Julian is currently working with commercializing this new technology. There are key partners in Beijing he is still engage with.

I have passed your message to him. I expect he will contact you in the next few days.

best regards,

Natalie Johnson Office Administrator Synthion Energy Inc. T:1.866.445.5984 F: (647) 436-7423 This is Exhibit "E"

To the Affidavit of

JULIAN DEVANTE

Print Page 1 of 2

Subject: Re: BP

From: wayne berry (waynejberry@yahoo.ca)

To: a.chahal@synthionenergy.com;

Date: Thursday, September 19, 2013 11:23 PM

where are you at on getting the financials and the agreements that you have already signed together. Also, whats Julians status in China and when do you expect him back? Lastly, you should start to prepare an agreement for Arnold to sign based on what was laid out in the email.

He is getting concerned about Julians presence in China, wants to get the patent dealt with, which requires a signed agreement to be in place first. There are things Im privy to that make time an issue and causes concern around IP protection, so we need to move quicker.

Once Julian demonstrates the product to Arnold, we then can move forward with our lawyers for the patent filing. After which, Julian will demonstrate the product to a group of who s who which is ready to go.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

From: Arjun Chahal <a.chahal@synthionenergy.com>
To: wayne berry <waynejberry@yahoo.ca>
Sent: Wednesday, September 18, 2013 11:40:48 PM
Subject: Re: BP

Ok let me know.

On 13-09-18 9:55 PM, wayne berry wrote:

we can probably meet next week. I will know better on Monay

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

From: Arjun Chahal <a.chahal@synthionenergy.com>
To: wayne berry <waynejberry@yahoo.ca>
Sent: Wednesday, September 18, 2013 9:13:08 PM
Subject: Re: BP

Ok. By when can I expect to see a copy of the revised business plan?

Also, wanted to discuss few things in person regarding patent. Let me know what day/time works best for you.

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=bueduiimdbgso

3/13/2015

This is Exhibit "F"

To the Affidavit of

JULIAN DEVANTE

16/03/2015 Print

Subject: Matrix Power

From: Julian DeVante (j.devante@synthionenergy.com)

To: ambeckerman@gmail.com; waynejberry@yahoo.ca;

Date: Friday, December 13, 2013 9:58 PM

Hi,

Appreciate the dinner and more importantly, the conversation.

Attached is the doc I put together for the commercialization process I though I was going to execute in China. Please do not share. Keep Confidential.

My Canada Number: 647-783-4316, USA: 909-689-6051

regards, Julian

https://ca-mg5.mail.yahoo.com/neo/launch?action=showLetter&umid=2_0_0_1_3294633_AOTkimIAARCRVQcFIA0XkFNMLxY&box=Inbox&src=uh&.rand=18... 1/1

This is Exhibit "G" To the Affidavit of JULIAN DEVANTE

Print Page 1 of 3

Subject: Fw: Hello

From: arnbeckerman@gmail.com (arnbeckerman@gmail.com)

To: waynejberry@yahoo.ca;

Date: Friday, November 29, 2013 8:54 PM

Sent from my BlackBerry® powered by Virgin Mobile.

From: arnbeckerman@gmail.com
Date: Sat, 30 Nov 2013 01:54:14 +0000

To: Arjun Chahal<a.chahal@synthionenergy.com>

ReplyTo: arnbeckerman@gmail.com

Subject: Re: Hello

Hi Arjun. Thanks for inviting Wayne and myself to meet with both Julian and you today. Needless to say, Julian is a genius...and we were both quite taken by the demo he presented. We feel it is a game changer, and the benefits will impact an entire world for the better. Perhaps in a couple of days we can arrange a get together and chat, and follow up on todays meeting. I know I speak for both Wayne and myself in saying this is a moment in time, in which we would be very excited in participating/contributing to what will be an 'historical event'. Thanks again. Regards to both yourself and Julian. Be well. Arnold

Sent from my BlackBerry® powered by Virgin Mobile.

From: arnbeckerman@gmail.com
Date: Wed, 27 Nov 2013 16:15:37 +0000

To: Arjun Chahal<a.chahal@synthionenergy.com>

ReplyTo: arnbeckerman@gmail.com

Subject: Re: Hello

OK. Wayne and I will be there at 1.

Sent from my BlackBerry® powered by Virgin Mobile.

From: Arjun Chahal <a.chahal@synthionenergy.com>

Date: Wed, 27 Nov 2013 10:43:42 -0500

To: <arnbeckerman@gmail.com>

Subject: Re: Hello

Arnold, since this is first meeting with Julian present, we would like to keep it as small and confidential as possible. Based on the outcome of the meeting and if we decide to move forward, you can have engineers test and validate the technology per you satisfaction.

Sincerely,

Arjun

On 13-11-26 12:05 PM, arnbeckerman@gmail.com wrote:

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=bueduiimdbgso

3/13/2015

This is Exhibit "H" To the Affidavit of JULIAN DEVANTE

Print Page 2 of 5

Subject: Re: Hello

Sounds good to me. 3pm works ok?

Sincerely,

Arjun

On 12/5/2013, 7:52 PM, arnbeckerman@gmail.com wrote:

How about our favourite board room? What a Bagel. My treat. The overhead is low, and we get to eat.

Sent from my BlackBerry® powered by Virgin Mobile.

From: Arjun Chahal <a.chahal@synthionenergy.com>

Date: Wed, 04 Dec 2013 10:46:38 -0500

To: Arnold Beckerman<arnbeckerman@gmail.com>; Wayne

Berry<waynejberry@yahoo.ca>

Subject: Re: Hello

Hi Arnold,

Yes Friday around 3pm should work fine for me.

Sincerely,

Arjun

On 12/3/2013, 7:45 PM, Arnold Beckerman wrote:

Hi Arjun...are you available Friday afternoon late for a informal chat? Regards, Arnold

On Sun, Dec 1, 2013 at 7:21 PM, Arjun Chahal <a.chahal@synthionenergy.com> wrote:

Thanks Arnold. I am glad that both you and Wayne understand the potential of this and how significant an opportunity this is.

Julian and I are working on putting together our overarching strategy for moving forward in US. As we get closer to formulating this strategy, I will setup a conference call within the next week or so between all of us to determine the next steps.

Sincerely,

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=bueduiimdbgso

3/13/2015

This is Exhibit "I"

To the Affidavit of

JULIAN DEVANTE

State of Delaware Secretary of State Division of Corporations Delivered 12:48 PM 12/10/2013 FILED 11:47 RM 12/10/2013 SRV 191402030 - 5446028 FILE

CERTIFICATE OF INCORPORATION

FIRST: The name of this corporation shall be: GLOBAL ENERGY STORAGE CORPORATION

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware, 19808. The name of its registered agent at such address is The Company Corporation.

THIRD: The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock, which this corporation is authorized to issue is One Thousand Five Hundred (1,500) shares of common stock without a par value.

FIFTH: The name and address of the incorporator is as follows:

The Company Corporation 2711 Centerville Road Suite 400 Wilmington, Delaware 19808

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

SEVENTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator herein before named, has executed signed and acknowledged this certificate of incorporation this 10th day of December, 2013.

The Company Corporation, Incorporator

By: <u>/s/ Margaret Rosado</u> Name: Margaret Rosado Assistant Secretary

DE BC D:CERTIFICATE OF INCORPORATION -SHORT SPECIMEN 09/00-1 (DESHORT)

County of New Castle Dated: December 10, 2013

ORGANIZATION ACTION IN WRITING OF INCORPORATOR

OF

GLOBAL ENERGY STORAGE CORPORATION

(Organized on December 10, 2013)

The following action is taken this day through this instrument by the incorporator of the above corporation:

 The election of the following person[s] to serve as the director[s] of the corporation until the first annual meeting of stockholders and until their successors are elected and qualified or until their earlier resignation or removal:

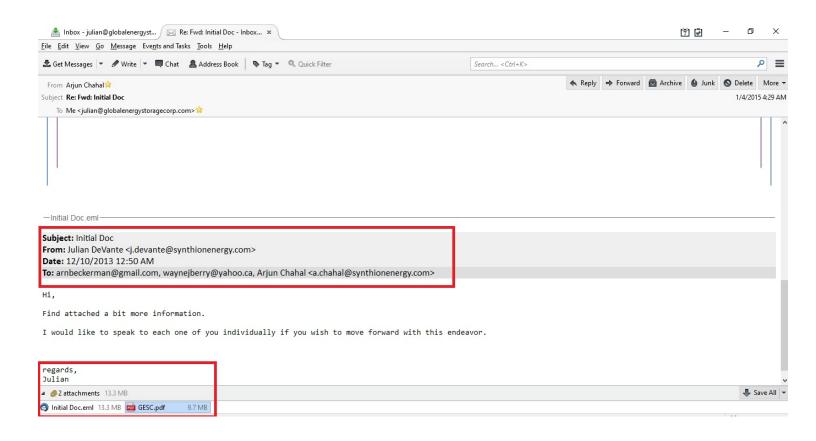
Julian Devante

The Company Corporation, Incorporator

Name: Margaret Rosado Assistant Secretary

Ed. 09/08

This is Exhibit "J" To the Affidavit of JULIAN DEVANTE

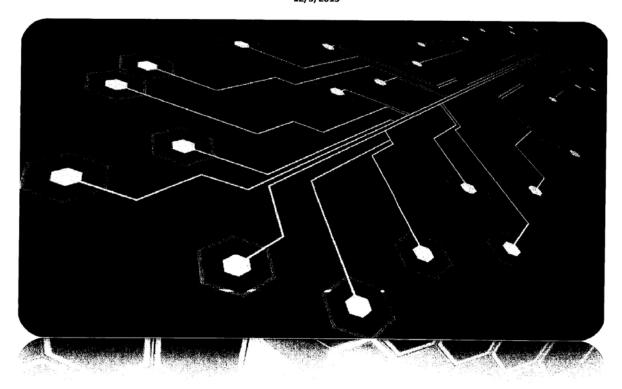


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GLOBAL ENERGY STORAGE CORPORATION

Initial Documentation

Julian DeVante 12/5/2013





The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the informati on contained therein be disclosed without the prior consent of the directors of Global Energy Storage Corporation.

A recipient may not solicit, directly or indirectly (whether through an agent or otherwise) the Participation of another institution or person without the prior approval of the directors of the Company. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and or publication of this material is strictly prohibited.

Energy and persistence conquer all things. -Benjamin Franklin





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Vision

 Through Innovation, create key backbone technologies for the Next Generation Electric Infrastructure

Mission

To become the world leader in Nano-Synthetic based Energy Storage Solutions

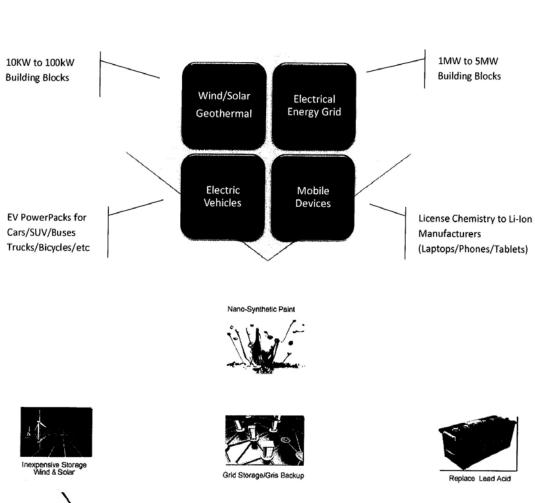
Values

- Innovative: Being innovative to create sustainable results
- Excellence: Achieving personal and professional excellence
- Responsibility: Committed to ethical and responsible actions





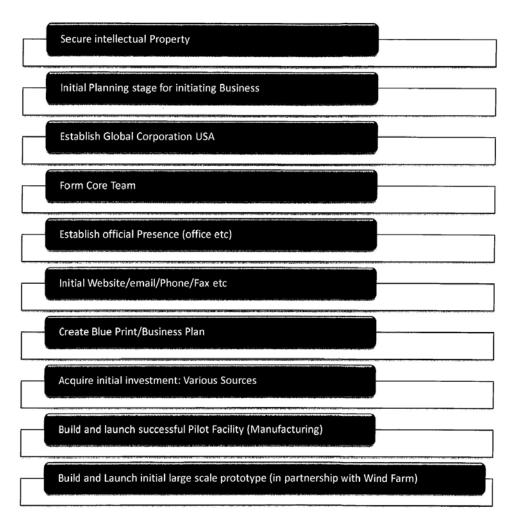
Strategic Areas of Focus (Global)





Strategic Goals

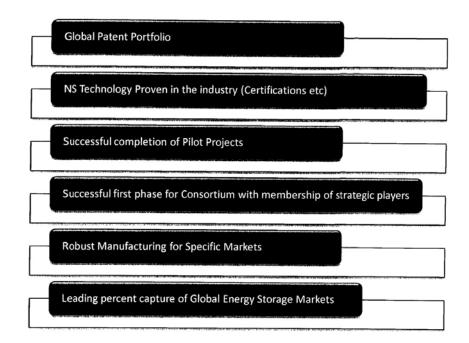
Short Term Goals







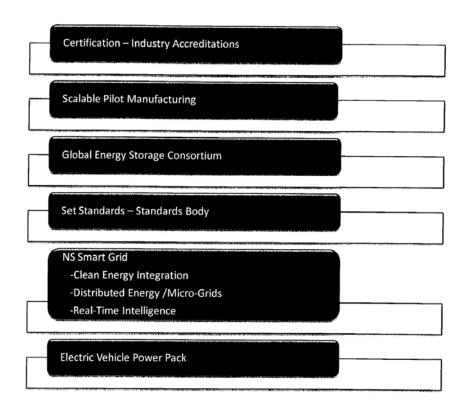
Long Term Goals







Key Initiatives

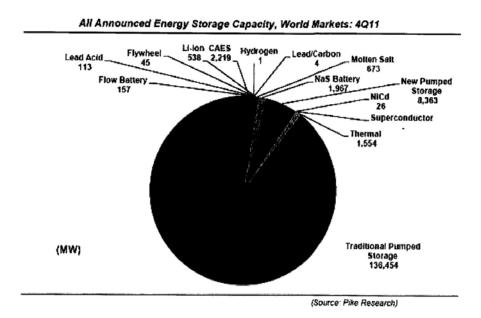






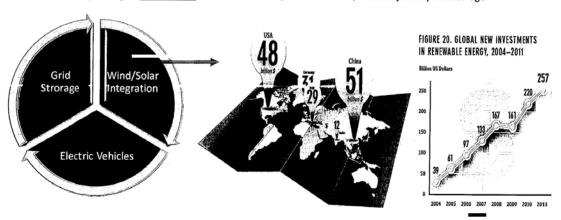
Markets

Energy Storage Currently in Use



Initial Market Focus (NS)

Spending on $\underline{\text{Wind \& Solar}}$ Power Generation (Massive Growth): Each Project requires Storage





Technology



- Ink Based Nano-Hybrid materials
- Cheaper than Lead Acid to Produce
- High Energy Density
- Lithium Free
- Rare Earth Minerals Free
- **Conflict Minerals Free**
- Non-Toxic
- +10,000 Charge/Discharge Cycles
- Discharged to 100% with no effect on performance

- Liquid Paint Format
- Simple Manufacturing
- Non-Explosive
- Non-Combustable
- Tolerant to Abuse (Over-charging, shorting)
- Highly Scalable
- More than 20 Year Life Span
- Short Circuit without damage to battery





Key Initiatives

Pilot Facility

This Facility will be used to Pilot manufacture NS cells

- Optimize Manufacturing Process
- · Product Design and Feature set
- NanoMaterial Isolation Chamber
- Automation and Production Line design
- Design a strong QA Process

Manufacturing

This Facility will be used to Scale-manufacture NS cells and Products

- Enhanced Manufacturing Process
- Automated and semi-automated processing
- NanoMaterial Isolation Chamber
- · All Circuit board creation and testing
- · Power conversion systems manufacturing
- Automated QA Testing
- Packaging/Shipping/Logistics
- Integrated online Ordering System/Sales Channel

Large Scale Prototype

This Large Scale Prototype will be used for Demonstration Purposes

- Prove NS Technology Stability at large power levels
- · Prove direct integration with Clean Energy (Wind)
- Support Consortium initiative
- Prove cluster scaling into the MegaWatt levels
- Used as a test device for Software/Hardware/communication
- Flag Ship Pilot Device



Commercialization Process



	Phase I	Phase II	Phase III
Main Objectives	Product Design: Software Hardware Firmware	Manufacturing Processes and Production Methods	First real production. Pilot phase
Quality Assurance	QA Testing- Level 1	QA Testing- Level 2	QA Testing- Level 3
Competitive Analysis	Feature Set Selection Process	Feature Set Implementation	Functional Testing
Customer Requirement	Product Documentation Initial Draft	Product Documentation Final Draft	Product Documentation Certified with Industry Data
Industry Requirement	Industry Certification	UL and CE Certification	UL/CE/FCC/Other
Production ID and Tracking	Client ID and Product tracking database and software design	Client ID and Product Tracking System Operational	Client ID and Product Tracking System-Fully Functional
Building Requirement	Lab/Work Space	Pilot Manufacturing Facility	Pilot Manufacturing Facility
. ' ',	1000 sq feet	5000sq feet	10000 sq feet
Time Line	Zdo z Monti-fronti Fundina	n syndy n	1 to 2 Months
Total Time to Pilot	~6 Months to production after funding is received		
Cost Analysis	1.6 Million USD	2.3 Million USD	1.1 Million USD
Total Cost	Total Cost: 5 Million USD		





Investment Capital Requirements

Ald	
Start-up	
Requirements	
Start-up Expenses	
Legal	\$150,000
Advertising & Promotion	\$400,000
Deposits for Utilities	\$75,000
Pre paid Insurance	\$150,000
Pre Operative Salary & Wages	\$600,000
Website	\$10,000
Research & Development	\$750,000
Travel	\$10,000
Tools & Supplies	\$600,000
Non Capital Expenditure (Furniture, Computer)	\$500,000
Patents & Trade Marks	\$350,000
Shipping	\$300,000
Total Start-up Expenses	\$3,895,000
Start-up Assets	
Cash Required	\$0
Other Current Assets	\$1,500,000
Long-term Assets	\$2,950,000
Total Assets	\$4,450,000
Total Requirements	\$8,345,000

Global Energy Storage Corporation | Confidential



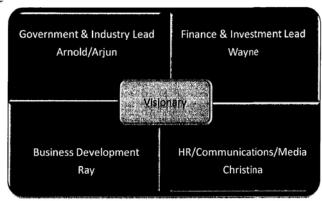
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Core Team

The Core Team is an Elite Entity above the normal corporate structure

Structure



Profiles

Government & Industry Lead

- Deal with Government Regulations and industry partners
- Work with Consortium alliance partners
- Work with Clean Energy Partners
- Work directly with the Company President via Corporate Structure

Finance and Investment Lead

- Work with potential investment entities including government funding programs
- Work directly with corporate CEO and CFO
- Work with Alliance partners on sales ordering structuring (Pricing)

Business Development

- Assist in setting up the main aspects of the USA business in California
- Assist in executing main priorities set forth by the core team
- Assist in setting up the actual physical pilot facility as per associated requirements





HR/Communications/Media

- Responsible for initial hiring of main persons per corporate structure
- Responsible for industry Research data
- Responsible for handling the Media and Alliance partner relations

The To Do Lists

- **Business Plan**
- Initial Investment Plan
- Core Strategy Plan: Short Term (In Process)
- Consortium Document (In Process)
- · Pilot Facility Requirements Doc
- Large Scale Prototype Doc (In Process)
- Smaller Scale Demonstration Prototypes (Secure Location Required)
- Core Team Formation (options/incentives) (In process)
- Product Technical Documentation (In Process)
- Manufacturing Requirements Doc (In Process)
- IP Registration (In Process)
- Global Corporation Registration (In Process)
- · Consortium Partner identification (In Process)

Offers/Options for Core Team Members

REMOVED

*Potential options for each core team members will be email confidentially after this document have been reviewed and digested; Also if the potential member wishes to move forward with a solid commitment to this endeavor.



This is Exhibit "K" To the Affidavit of JULIAN DEVANTE

Talwar Advocates

Office 8, Tower B, IIIrd Floor, DLF Info City, IT Park, Chandigarh.
Email: talwar@ttconsultants.co.in
Phone +91.9876667711, E-fax: -+91.2266459108

Via E-Mail

December 13, 2013

Mr. Julian DeVante, 1142 South Diamond Bar Blvd, Suite 805, Diamond Bar, California, 91756

Dear Mr. DeVante,

Thank you for considering us for your Patent related services.

Please find attached our fixed fee schedule. This will include our fee for filing in India, patent prosecution rates and rates for filing annuities. It also includes rates for design patent and trademark application preparation, filing and prosecution in India.

Costs such as postage and charges incurred on the client's behalf within and outside India and copying charges are also billed to the client as disbursements when we send our invoices for our services.

It is understood that the client, for purposes of this representation, is Mr. Julian DeVante. Our invoices will be sent directly to Mr. Julian DeVante. at the above address unless you instruct us otherwise.

Our bills for services and disbursements are typically sent upon the receipt of the project. For longer term ongoing work we send bills monthly. Payment for all bills is due upon receipt. It is our policy that non-payment of our bills is a basis for terminating the attorney client relationship with a client and for ceasing all work on their matters which have been entrusted to us. Your counter-signature to this letter

Talwar Advocates

Office 8, Tower B, IIIrd Floor, DLF Info City, IT Park, Chandigarh.
Email: talwar@ttconsultants.co.in
Phone +91.9876667711, E-fax: -+91.2266459108

acknowledges this policy, and acknowledges that you agree to our withdrawal from further representation of Mr. Julian DeVante, if you have not met our payment terms.

In addition, any time you have questions about the billing procedures or about a specific statement, please contact the undersigned.

To confirm all of the foregoing, please sign a copy of this letter and return the signed copy to us.

Very truly yours,

Jitin Talwar

Attorney and Patent Agent (INDIA)

ACKNOWLEDGED AND AGREED TO	
this day of	, 2013
Ву:	
Name:	
Title:	

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

FURTHERMORE, it is agreed that THIS AGREEMENT thereinafter the "Agreement") made between Disclosing Party and Receiving Party is for the purpose of preventing the imauthorized disclosure of Confidential Information which is being disclosed by the disclosing party for the purpose of potential of filing parent application.

FURTHERMORE, it is imperative to maintain data security and confidentiality during the course of engagement of the receiving party with the disclosing party.

The Disclosing party and the Receiving Party do hereby agree that:

- The term "Confidential Information" shall mean all written, graphic, electromagnetic information or physical model, etc. convexed by Disclosing Party to Receiving Party of the information is marked as "Confidential."
- 2. The term "Confidential Information" does not include information that
 (a) is or becomes generally available to the public through no fault of the Receiving Party.
 (b) was known to the Receiving Party prior to its disclosure incounder as demonstrated by files in existence at the time of the disclosure. (c) becomes/known to the Receiving.

by files in existence at the time of the disclosure. (c) become shown to the Receiving

Page 1 of 5 (Disclosing Party) 4 (Initials)

Peculsing Party (Initials)

July Talwar Talwar Faster Fast

Party, without restriction, from a source other than the Disclosing Party, without breach of this Agreement by the Receiving Party, and otherwise not in violation of the Disclosing Party's rights, or (d) is explicitly approved for release by written authorization of the Disclosing Party.

- 3. Disclosing Party shall furnish certain Confidential Information relating to ideas, inventions or products to Receiving Party for the purposes of providing Prior Art Searches, Office Action Responses, Patent Drafting, Patent Illustrations, Patent Invalidation Reports or other related legal services.
- 4. Disclosing Party may furnish certain Confidential information relating to ideas, inventions or products to Receiving Party for the purposes of providing Prior Art Searches, Office Action Responses, Patent Drafting, Patent Illustrations, Patent Invalidation Reports or other related legal services.
- 5. Disclosing Party may furnish certain Confidential information relating to marketing of his services and may furnish certain lists and information in connection with it. The receiving party is barred from showing sharing that information with anybody without prior permission of the disclosing party.
- 6. Receiving Party agrees to review, examine, inspect or obtain such Confidential Information only for the purposes described above in paragraph 3, and to otherwise hold such information confidential pursuant to the terms of this Agreement.
- 7. Disclosing Party is a Private United Company that provides Patent support services to its clients, to the extent that Receiving Party receives Confidential Information, which belongs to Disclosing party. Receiving Party agrees to maintain such information as confidential and to cooperate with Disclosing Party.



- 8. It is further clarified that for removal of all doubts that Confidential Information shall include not only the information belonging to the client but also the information about the
- 9. No copies will be made or retained of any written information or prototypes supplied without the permission of Disclosing Party. At the conclusion of any discussions, or upon demand by Disclosing Party all Confidential Information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to Disclosing Party
- 10. Confidential Information shall not be disclosed to any third party unless the third party agrees to execute and be bound by the terms of this Agreement, and have been preapproved by Disclosing party before disclosure

It is clarified that legal advice or opinion (if any) will be provided by a qualified attorney under the specific jurisdiction of the particular country by signing a separate power of attorney, receiving party shall provide, all search work done by the receiving party on receipt of the information shall be conducted under the review of a qualified attorney and as such the work product thus provided will be subject to "attorney work product doctrine" or "attorney client privilege"

11. The information supplied by the Disclosing Party to the Receiving Party and the documents based on this created by the Receiving Party from the Disclosing Party shall always belong and be an exclusive property of the Disclosing Party. No license or property rights or any other rights on any confidential information. Confidential Material or other property or benefits pertaining thereto are provided to the Receiving Party hereunder, either expressly or by implication. Estoppel or otherwise

Page 3 of 5 (Disclosing Party) (Receiving Party) (Initials)

- 12. Assignment. This Agreement is for the benefit of the parties and is not assignable or transferable by the Receiving Party; any attempted assignment will be void and without effect, unless such assignment is agreed to in writing by the Disclosing Party
- 13. No Other Rights. No license or property rights in any Confidential Information. Confidential Material or other property are provided hereunder, either expressly or by implication. Estoppel or otherwise
- 14. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose

15. Rights and Remedies

- Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further inauthorized use
- (b) Receiving party acknowledges that Disclosing Party shall be entitled to such injunctive or equitable relief that may be deemed proper by a court of competent
- Disclosing Party may visit the Receiving Party' with reasonable prior notice, to review Receiving Party's compliance with the terms of this Agreement
- 17. Jurisdiction. Venue, and Cost of Enforcement. This Agreement shall be governed by construed, and interpreted in accordance with the laws of the India notwithstanding any conflict of laws rules. Any dispute hereunder shall be resolved in the Courts at Chandigarh; the prevailing party shall be entitled to collect its reasonable legal fees and expenses

Page 4 of 5 (Disclosing Party) (Initials) (Receiving Party) (Initials)

AGREED AND ACCEPTED BY: The Receiving Party Date: Yearly By: Komal Tahvar: TT Consultants Pvt. Ltd. Office no. X. Lower B. 2 - theor DLF Building, IT Park Chandigarh	Je 100 John Talwer (VALWAR Advocate) Advocate & Patent Agent July
For Disclosing Party	
AGREED AND ACCEPTED BY:	The same was to
	Witness /tf Ave 5. o Hvs.

Alcel

Page 5 of 5 (Disclosing Party) (Initials) (Receiving Party) (Initials)

This is Exhibit "L" To the Affidavit of JULIAN DEVANTE

Court File No. CV-14-10751-00CL

<a.chahal@synthionenergy.com>
ReplyTo: arnbeckerman@gmail.com <mailto:arnbeckerman@gmail.com>
Subject: Re: Hello

OK. Wayne and I will be there at 1.
Sent from my BlackBerry® powered by Virgin Mobile.

From: Arjun Chahal <mailto:a.chahal@synthionenergy.com>
<a.chahal@synthionenergy.com>
Date: Wed, 27 Nov 2013 10:43:42 -0500
To: <mailto:arnbeckerman@gmail.com> <arnbeckerman@gmail.com> Subject: Re: Hello

Arnold, since this is first meeting with Julian present, we would like to keep it as small and confidential as possible. Based on the outcome of the meeting and if we decide to move forward, you can have engineers test and validate the technology per you satisfaction.
Sincerely,

96

Arjun

Court File No. CV-14-10751-00CL

To: Cc: Henry Vehovec Amold Beckerman

 Cc:
 Henry Vehove: Ariun Chahal

 Subject:
 Re: Meeting tomorrow at 9:30 am

 Date:
 December-17-13 9:25:42 PM

Got it. See you at 9:30 am. Best, Henry



Henry Vebovec, P. Eng., MBA, ICD.D
President | Mindfirst Inc. | 71 Garfield Ave., Toronto, ON M4T IES | 416-822-4294 Cell
henry-enbowec@mindfirst.com | www.mindfirst.com | Skype: mindfirst
APS 510 - Isnovative Technologies and Organizations in Global Energy Systems
University of Toronto Centre for Global Engineering | henry-enbowec@minomato.ca
Investment Committee | Sustainable Development Technology Canada | www.sdtc.ca

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On Tue, Dec 17, 2013 at 8:10 PM, Arnold Beckerman arnbeckerman@gmail.com wrote:

Hi Henry, the meeting tomorrow will take place at 100 King St., West Suite 5700 If I am not there to personally greet you for whatever reason. See reception, and ask for Arjun Chahal. You will be meeting with the inventor, as well as Arjun, Wayne, and myself. At that time, prior to the demo you will kindly sign the confidentiality agreement, and be provided with a bound booklet for your review only and to provide you with "the big picture". I:m sure you will have a few questions. Look forward to seeing you...Kindest regards, Arnold Please confirm receipt of this email by return.

Court File No. CV-14-10751-00CL

Sent from my BlackBerry® powered by Virgin Mobile.

From: wayne berry <waynejberry@yahoo.ca> Date: Sun, 9 Mar 2014 10:37:59 -0700 (PDT)

To: Henry Vehovec<henry.vehovec@mindfirst.com>; Arnold

Beckerman<arnbeckerman@gmail.com>

ReplyTo: wayne berry <waynejberry@yahoo.ca>

Subject: list as discussed

Hi Henry,

Thanks for the meeting on Friday. As discussed, I have put together the list of specific items for you to review.

- create comp package
- · have students conduct reviews and research in support of the technology
- have students create a campaign that can be used for a kick starter and similar funding campaign which would include video
- have students create a social media campaign and message
- have technology vetted, reviewed by reputable 3rd parties such as UofT, MIT ect to build peer to peer review and establish tech credibility
- have mindfirst create an award such as company to watch/best new technology etc and generate a buzz thru its network to the benefit of both parties
- nave mindfirst conduct a seminar show casing our technology to a select audience for a fee that would be split
- leverage contacts for funding, partnerships, sales and other opportunities that would be deemed appropriate such as the 50MW storage for Ontario. Perhaps in a partnership with GE or Siemens
- for you to be the face of the company on the technical side and interface where necessary.

We would have to think about timelines for some of the these items.

Cheers

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

This is Exhibit "M" To the Affidavit of JULIAN DEVANTE

From: wayne berry [waynejberry@yahoo.ca]
Sent: Sunday, January 5, 2014 7:12 AM

To: Amirault, Paul
Subject: Re: possible client
Attachments: agreement.docx

Hi Paul,

I have enclosed an agreement that was worked out between the founders and Arnold Beckerman and myself. The founders would like a legal agreement based on what was agreed to before we move forward.

Makes sense for all parties to protect themselves.

The important part will be defining the chairmans decision making powers and building legal language that protects Arnold and I interest, authority to make decisions on the business side.

They are saying we are both directors as well in addition to themselves.

We would need to define on the convertible debt, if converted, the amount of stock it would net. Or for this agreement, if can simply state that an separate Debt Note agreement would be required.

In some parts we are going to want the legal language to be simple to read in some parts and convoluted in others.

The founders are hoping we can have something for them to sign by end of Tuesday. Let me know if that is possible. Thanks

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Thursday, January 2, 2014 11:28:18 AM, waynejberry <waynejberry@yahoo.ca> wrote: Ok i will call you tomorrow. Enjoy your trip

Sent from Samsung Mobile

Ok i will call you tomorrow. Enjoy your trip

Sent from Samsung Mobile

"Amirault, Paul" < Paul. Amirault@nortonrosefulbright.com> wrote:

My work number is 613 780 8601 but my office is closed today (not sure why). My cell number is 613 796 2223.

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This is Exhibit "N" To the Affidavit of JULIAN DEVANTE

FOUNDERS AGREEMENT

This Founders Agreement is made between Julian DeVante (DeVante), Arjun Chahal (Chahal), Arnold Beckerman (Beckerman), Wayne Berry (Berry) and Synthion Energy Inc. (the Company) dated this 10th day of January, 2014.

WHEREAS DeVante has founded the Company and DeVante has developed and is the sole contributor of intellectual property to the Company;

AND WHEREAS Beckerman and Berry have agreed to provide funding and strategic services to the Company as herein provided:

NOW THEREFORE the parties agree with each other as follows:

1 Management of the Company

- (a) DeVante, Chahal, Beckerman and Berry will be the directors of the Company.
- (b) DeVante will be the Chief Scientist, chairman of the board and primarily responsible for the technology and vision of the Company.
- (c) Chahal will be primarily responsible TBD
- (d) Beckerman and Berry will be primarily responsible for fundraising, strategy and managing the day to day operations of the Company.
- (e) Each of DeVante, Chahal, Beckerman and Berry shall faithfully serve the Company and carry out those responsibilities necessary to perform the functions associated with their respective positions and dedicate the necessary time, skill, experience and attention to carry out the responsibilities consistent with such position(s) and act at all times in the best interests of the Company.

2 Shareholders

The current shareholders of the Company are as set forth below. Except as set forth below, there are no other outstanding shares, obligations or options or rights to purchase shares of the

Name	Number of shares	Class	
Ariun Chalal	7%	A	
Julian DeVante	93%	Α	

It is the intention of the parties that this Founders Agreement will be superseded by a shareholder agreement that reflects the within terms and otherwise in usual and customary form, and until such time, no Shareholder may, directly or indirectly, sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any shares of the Company, and the Company may not issue any shares or grant any options or rights to purchase shares of the Company, except with the consent of DeVante, Chahal, Beckerman and Berry.

3 Confidentiality, Intellectual Property and Employment

(a) Each of DeVante, Chahal, Beckerman and Berry agree that they will not disclose or use any confidential information in relation to the Company, its business (including non-public information about the Company's employees, customers, clients, licensees and licensors,

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distributors and/or sales agents; marketing information; pricing; strategies; financial information; pending projects; and research and development initiatives), and non-public technology, trade secrets, inventions and other intellectual property to any third party, without the prior written consent of the Company.

- (b) Each of DeVante and Chahal have assigned and/or will assign to the Company all right, title and interest in and to, any and all intellectual property rights relating to the business of the Company, and each of DeVante, Chahal, Beckerman and Berry will enter into a usual and customary form of non-disclosure, work product, non-solicitation, and duty of loyalty agreement.
- (c) Each of DeVante and Chahal will enter into usual and customary employment agreements with the Company, including to reflect interim monthly wages of \$10,000 and \$5,000 respectively. Each of Beckerman and Berry will enter into agreements with the Company that reflect the contributions, services, milestones and compensation set forth below.
- (d) It is the intention of the parties that this Founders Agreement will be superseded by definitive agreements with respect to the foregoing that reflect the within terms and otherwise in usual and customary form, and until such time the provisions in Schedule B with respect to default in performance and arbitration will apply, including with respect to the milestones below.

4 Milestones

- (a) The Company hereby grants each of Beckerman and Berry 2% of the shares of the Company for assisting on the baseline items in (d). These items listed in (d) is agreed upon as a baseline to move forward in achieving positive growth with the business; however, some items may be subject to change if all parties agree that (any proposed change) is more beneficial the to the business at that time.
- (b) The Company hereby grants each of Beckerman and Berry an additional 2% of the shares of the Company at the time of vesting (aggregate total of 4% each including (a) above) that vests if Beckerman and Berry are successful in raising a minimum of USD \$10,000,000 in capital for the Company between the date hereof and the day that is 90 days after the patent process is complete.
- (c) The Company hereby grants each of Beckerman and Berry an additional 2% of the shares of the Company (aggregate total of 6% each including (a) and (b) above) that vests if Beckerman and Berry are successful in raising at least USD \$150,000,000 in capital for the Company between the date hereof and the day that the company becomes a public company.
- (d)
- Office located in Irvine California USA (or close to Irvine)
- Lab space 5000 sq. ft. in close proximity to the office or inclusive of the office
- Patents (the complete full patent pending process with a reputable IP firm)
- Legal (accountants, corporate lawyers, etc. as required)
- Assist in setting up complete corporate structure
- Assist in setting up a financial structure
- Assist in assembling other team members as necessary
- Provide market research/data and complete Business Plan (if needed)
- Road show for capital raise and possible road to IPO for next year
- Cover overhead and monthly wages in the near term. This may include:

in the was

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Office, marketing cost

 Current wages for Arjun (\$5000), Julian (\$10,000), wages will be revised upon appropriate available cash at an amount set by the BOD

Travel, Travel would be flights required to attend specific meetings

Any kind of small scale prototype related cost

Any kind of specialize contractor cost (if absolutely needed)

Assist in all work related to setting up a pilot manufacturing facility

Assist in work related to building a 1 MegaWatt Prototyped

- Assist in helping the Company put together a "Global Energy Storage Consortium" which includes the Top Power Utilities & Governments from around the world
- After financing to assist in work related to having in operation a manufacturing facility; size to be determined with value of 4 to 6 Million USD (As estimated by the inventor)

Any funds advanced to the Company as contemplated above are repayable with interest at an annual rate of 12% at the lender's discretion in either cash or shares of the Company on terms to be negotiated at the time of advance and documented in typical form.

For these purposes, the Company includes all parent, subsidiary, affiliated and/or successor companies, and shares of the Company means any shares resulting from the (e) conversion, reclassification, redesignation, subdivision or consolidation of the existing shares of the Company or any successor body corporate which may be received by the shareholders on a merger, amalgamation, arrangement or other reorganization of, or including, the Company. Any shares or options granted hereunder are non-dilutable and calculated based on all outstanding shares of the Company on a fully-diluted basis.

General

This agreement constitutes the entire agreement between the parties to this agreement with respect to the subject matter of this agreement and cancels and supersedes any (a) prior understandings and agreements between the parties with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties with respect to the subject matter of this agreement other than those expressly set forth in this agreement. If any provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this agreement shall continue in full force and effect. This agreement enures to the benefit of and is binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties.

	the written conseconsent of each por the making by and Insolvency A Company's share traded, whichever prejudice any right to the time of territhis agreement.	nt of each party here party hereto, or (b) up the Company of an a ct, or (c) immediatel as or other transactic is the first to occur.	tion or waiver of this agreement teto. This agreement terminate from the dissolution or bankruptoussignment under the provisions by prior to the closing of a public on through which such shares. Termination of this agreement have accrued or arisen under the	blic offering of the become publicly-
(traded, whichever prejudice any righ to the time of terr this agreement.	is the first to occur.	have accrued or arisen under th	
((ghts and obligations will survive	nis agreement prior
	and delivered all done all such fur	ther acts and things	mptly execute and deliver or cau ents and instruments and shall in connection with this agreemeing necessary or desirable in o	ment that the other order to effectively
	carry out or bette any provision he and may be exe counterparts toge	er evidence or perfective. This agreement ecuted and delivered ether constitute one age.	the full intent and meaning of the may be executed by the part by fax or other electronic me greement.	ties in counterparts eans, and all such
	advice in respect	of this agreement.	s had the opportunity to obtain	
IN WITN	ESS WHEREOF the par	lies has executed and	d delivered this Founders Agreer	ment.
/			Shura Beck	
Name: J	Julian DeVante	The lar of the guest	Witness:	
	Assel	Tubacaban for	Witness	The state of the s
Name: A	Arjun Chahal		Witness:	
M	mold Bede-		Witness:	
name: A	Arnold Beckerman		100	- Alban Soda St.
Name: Ý	Wayne Berry		Witness:	
			SYNTHION ENERGY INC.	
			Per: Julian to Name: Discontinue: Title:	Delante
			S. S	
			4	P.P. Marin
				in Az

SCHEDULE A

MATTERS REQUIRING SPECIAL APPROVAL

- (a) Any change in the authorized or issued capital of the Company, except for those changes contemplated by this Founders Agreement.
- (b) Any action which may lead to or result in a material change in the nature of the business of the Company.
- (c) The borrowing of any money in excess of \$100,000, except for those borrowings contemplated by this Founders Agreement.
- (d) The making or incurring of any single capital expenditure in excess of \$50,000 or any capital expenditures which, in the aggregate, are in excess of \$100,000 in any financial year.
- (e) The taking of any steps to wind up or terminate the corporate existence of the Company.
- (f) The sale, lease, exchange or disposition of property or assets of the Company having a value in excess of \$100,000.
- (g) The making, directly or indirectly, of loans or advances in excess of \$100,000.
- (h) The giving of security for, or the guaranteeing of debts.
- (i) The taking, holding, subscribing for or agreeing to purchase or acquire shares in the capital of any body corporate dealing at arm's length with the Company.
- (j) The entering into of a partnership or of any arrangement for the sharing of profits, joint venture or reciprocal concession other than in the ordinary course of business.
- (k) The entering into of an amalgamation, merger or consolidation with any other body corporate.
- (I) Any change in the number of directors of the Company.
- (m) Any agreement with or commitment to any party to this Founders Agreement or any associate or affiliate of such party, except for those agreements contemplated by this Founders Agreement.
- (n) Any commitment or agreement to do any of the foregoing.

SCHEDULE B

DEFAULT IN PERFORMANCE & ARBITRATION

In the event a partner is not performing his/her duties and/or is not carrying himself/herself as per conduct laid out in the agreement:

- The partner in concern will be provided first written notice to improve their performance and/or conduct
- The concerned partner will be provided 3 months in which he/she must take steps to improve their performance and/or conduct
- After 3 months of first notice issued, all other core team members will conduct a meeting to determine whether the concerned partner has improved their performance and/or conduct and what next steps need to be taken
- If at this meeting it is deemed by core team members that the concerned partner has not improved his/her performance and/or conduct, the concerned partner will be issued second written notice and will be provided another 3 months to improve their performance and/or conduct
- After 3 months of second notice issued, all other core team members will conduct another
 meeting to determine whether the concerned partner has improved their performance and/or
 conduct and what next steps need to be taken
- If at this meeting it is deemed by core team members that the concerned partner has not improved his/her performance and/or conduct, the concerned partner will be issued third (final) written notice and will be provided another 3 months to improve their performance and/or conduct
- After 3 months of third notice issued, all other core team members will conduct another meeting
 to determine whether the concerned partner has improved their performance and/or conduct and
 what next steps need to be taken
- If at this meeting it is deemed by core team members via unanimous vote that the concerned
 partner has not improved his/her performance and/or conduct as per laid out in the agreement,
 the core team members will issue a written notice to the concerned partner to exit the corporation
 right away

In the event a partner receives a first written notice to improve his/her performance and/or conduct, it will stay on record for 2 years from the date received. If within the next 2 years of receiving first notice, the concerned partner receives another notice to improve performance and/or conduct, it will be treated as notice #2.

If any dispute arises between the parties relating to the application, interpretation, implementation or validity of this Founders Agreement, the parties agree to resolve the dispute by arbitration using the ADR Chambers Expedited Arbitration Rules. The parties agree that the ADR Chambers Expedited Arbitration Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Toronto and shall proceed in accordance with the provisions of the Arbitration Act (Ontario). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(5)

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This is Exhibit "O" To the Affidavit of JULIAN DEVANTE

Court File No. CV-14-10751-00CL

 From:
 Arjun Chahal

 To:
 arnbeckerman@gmail.com

 Cc:
 wavne berny; Julian DeVante

 Subject:
 Pay

 Date:
 January-27-14 6:46:01 PM

Hi Arnold,

As mentioned earlier today the interim monthly wages are not what were agreed to in the contract and therefore present an issue. We had been absolutely clear about this in my email dated 29th December that wages are absolutely non-negotiable.

Though I have full faith and confidence in your business capabilities, I am not happy about your decision to reduce our monthly wages. If it was going to be challenging to meet the monthly wages then it should have been thought of and discussed prior to the signing of the contract. I understand that financial circumstances are not easy right now but as I had mentioned last week, the agreed upon amount is the bare minimum we require to cover our monthly expenses.

Until the agreed upon amount (Julian - 10,000 and Arjun - 5,000) is not followed, all work including IP will be put on hold.

In order for us to conduct business professionally, we must respect each other and the contract. We would be ok to sign any promissory note regarding the above. It is in the best interest of everyone and this partnership, that we adhere to the milestones and the baseline items set forth in the contract.

--Sincerely,

Arjun

This is Exhibit "P"

To the Affidavit of

JULIAN DEVANTE

IN THE MATTER OF THE SECURITIES ACT, R.S.N.S. 1989, CHAPTER 418, AS AMENDED ("Act")

- and -

IN THE MATTER OF WAYNE J. BERRY ("Respondent")

STATEMENT OF ALLEGATIONS OF THE DIRECTOR OF ENFORCEMENT FOR THE NOVA SCOTIA SECURITIES COMMISSION

The Director of Enforcement for the Nova Scotia Securities Commission ("Commission") makes the following allegations:

BACKGROUND:

- At all material times, Wayne J. Berry ("Berry") was resident of and/or conducted operations in Nova Scotia.
- EnCharge Inc. is a body corporate, incorporated in the State of Nevada on February 26, 2009. Berry was an officer and director of EnCharge Inc. Berry also created EnCharge Inc. in the State of Delaware on June 11, 2009. The two corporations merged on July 10, 2009. The surviving corporation in the merger was EnCharge Inc., a Delaware corporation.
- EnChargeCanada Corp. is a body corporate, incorporated under the Canada Business Corporations Act on June 23, 2009. Berry was also responsible for incorporating this company.
- At all material times, Berry was an officer and director of EnCharge Inc., a Nevada corporation, and EnCharge Inc., a Delaware Corporation. He was a director of EnChargeCanada Corp (collectively "EnCharge").

CONDUCT OF THE RESPONDENT:

- Beginning in or about 2008, Berry solicited and distributed securities of EnCharge from residents in Nova Scotia through word of mouth, personal invitation, and the internet.
- 6. Through personal invitation and word of mouth, Berry promoted various high yield returns for investments in the securities of EnCharge.
- Berry promoted EnCharge as a technology-based enterprise risk and credit management solutions company and held it out as soon to be listed on various stock exchanges in Canada and the United States.

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

Page 2 Wayne J. Berry Statement of Allegations

- As a result of these solicitations and distributions, the Respondent received payment for a number of investments in the securities of EnCharge from Nova Scotia residents.
- Payments for these investments were deposited into a TD Bank account at a branch located in Ottawa, Ontario in the name of Berry. Berry was the sole signatory on the account.
- 10. At all material times, Berry maintained control of the investors' funds.
- 11. In exchange for the investments in the securities of EnCharge, the investors were told they would receive shares in EnCharge. The investors did not receive any share certificates or any other documentation evidencing their investments in EnCharge.
- The investors did not receive any of the promised returns or any returns at all from the Respondent nor did the Respondent return their principal investment.
- EnCharge is not and never has been a reporting issuer in Nova Scotia or any other Canadian jurisdiction.
- 14. Neither the Respondent nor EnCharge were registered to trade or distribute securities at any time or in in any capacity with the Commission or any other Canadian jurisdiction.
- No prospectus or preliminary prospectus was filed with the Commission for EnCharge nor was any receipt for same issued by the Commission.
- Neither the Respondent nor EnCharge filed any reports of trades with the Commission relying on exemptions in Nova Scotia securities laws to distribute securities in Nova Scotia.
- Such additional allegations as the Director of Enforcement for the Commission may submit and the Commission may permit.

VIOLATIONS:

The Director of Enforcement for the Commission identifies the following reasons why the order being sought should be granted:

- 18. As a result of soliciting investments from and distributing securities to residents of Nova Scotia, without being registered to do so, the Respondent violated section 31(1)(a) of the Act, as rep. by R.S.N.S. 2008, c. 32, s. 6 (proclaimed in force 28 September 2009) and section 31(1) of the Act.
- As a result of advising residents of Nova Scotia with respect to investments in the securities of EnCharge, the Respondent violated section 31(1)(c) of the Act, as

Page 3 Wayne J. Berry Statement of Allegations

- rep. by R.S.N.S. 2008, c. 32, s. 6 (proclaimed in force 28 September 2009) and section 31(2) of the Act.
- 20. As a result of failing to disclose in sufficient detail the risks associated with investing in the securities of EnCharge, the Respondent engaged in unfair practice with residents of Nova Scotia, thereby violating section 44A(2) of the Act.
- 21. As a result of promoting a high yield program, the Respondent made untrue statements to residents of Nova Scotia that a reasonable investor would consider material in deciding whether to enter into or maintain a trading relationship with the Respondent, thereby violating section 50(2) of the Act.
- 22. As a result of holding out to the public that EnChange will soon be a public company listed on various stock exchanges in Canada and the United States with the intention of effecting a trade in the securities of EnCharge, the Respondent violated section 44(3) of the Act.
- 23. As a result of distributing securities of EnCharge to residents of Nova Scotia without having filed a prospectus or preliminary prospectus with the Commission and without relying on any exemptions in Nova Scotia securities laws, the Respondent violated section 58(1) of the Act.
- 24. The Respondent's conduct was contrary to the public interest and undermined investor confidence in the fairness and efficiency of the capital markets.

DATED at Halifax, Nova Scotia, this 27 day of November, 2012.

R. Scott Peacock

Director of Enforcement

LOW

Mova Scotia Securities Commission

Enforcement Branch



5251 Duke St, Suite 400 PO Box 458 Halifax, NS B3J 2P8 tel:(902) 424-7768 fax: (902) 424-4625 nssc.novascotia.ca

May 26, 2017

Settlement Agreement Approved for Wayne J. Berry, EnCharge Inc. and EnCharge Canada Corp.

Halifax – The Nova Scotia Securities Commission has approved a settlement agreement with Wayne J. Berry, EnCharge Inc. and EnChargeCanada Corp.

Mr. Berry was an official with EnCharge and EnChargeCanada. The two companies and Mr. Berry admitted violating Nova Scotia securities laws by soliciting investments from and distributing securities to residents of Nova Scotia without being registered to do so and distributing securities without having filed a prospectus. These actions undermined investor confidence in the fairness and efficiency of capital markets.

Mr. Berry admitted to the violations and accepted responsibility for his conduct and was cooperative with commission staff.

The Commission approved the settlement agreement and ordered the three to:

- -- comply with Nova Scotia securities laws
- -- be reprimanded
- -- pay an administrative penalty of \$40,000
- -- pay costs in connection with the commission proceedings of \$3,500

In addition Mr. Berry is to:

- -- cease trading in securities for five years
- -- be denied the use of exemptions contained in Nova Scotia securities law for five years
- -- be prohibited from becoming or acting as a director or officer of any issuer, registrant or investment fund manager for three years
- -- be prohibited from becoming or acting as a registrant, investment manager or promoter for five years

EnCharge and EnChargeCanada are denied the use of exemptions contained in Nova Scotia securities law for 10 years.

The Nova Scotia Securities Commission is the provincial government agency responsible for regulating trading in securities in the province. To view the order please visit http://nssc.novascotia.ca

-30-

Media Contact: David Harrison

902-424-8586

E-mail: david.harrison@novascotia.ca

This is Exhibit "Q"

To the Affidavit of

JULIAN DEVANTE

CITATION: Berry v. Bernard, 2016 ONSC 4743 COURT FILE NO.: FS-13-00018754

DATE: 20160726

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Wayne Berry, Applicant

AND:

Fannie Bernard, Respondent

BEFORE: Kiteley J.

HEARD: in writing

ENDORSEMENT PURSUANT TO

SECTIONS 18 AND 19 OF THE DIVORCE ACT

Order Sought

- [1] The Applicant has brought a form 14B motion in writing without notice to the Respondent in which he asks for the following:
 - (a) Order NBFRO (New Brunswick Family Responsibility Office) to immediately removed [sic] restriction via Maintanence [sic] Enforcement Program for Wayne Berry to have a Passport Canada.
 - (b) Order Passport Canada to return Wayne Berrys [sic] passport, if expired to issue a new one upon a properly completed application.
 - (c) Order declaring Justice Czutrin order dated August 13, 2013 is in force and full effect.
 - (d) Wipe out all arrears.
 - (e) Any other order your Honor feels necessary.
- [2] The laws and rules on which Mr. Berry relies are s. 6.1 (mobility), s. 24 (enforcement) and s. 12 (legal) of the *Charter of Rights and Freedoms*.
- [3] All of the record before me is in writing. I have reviewed the entire file in an attempt to piece together what has occurred. For the reasons that follow, on this record I conclude that the Ontario Superior Court of Justice has no jurisdiction to deal with (a) and (b); and in view of the

- Page 2 -

order made in New Brunswick dated December 21, 2015, the Ontario Superior Court of Justice has no jurisdiction to deal with (c) and (d).

Background

- [4] The parties were married in August 2003. They have children born in 2008 and 2010. They separated in September 2010.
- [5] In December 2011, Ms. Bernard started divorce proceedings in Bathurst, New Brunswick. According to the order dated July 5, 2012, Mr. Berry was served on December 22, 2011 and subsequently moved to Africa without maintaining communication with Ms. Bernard. The hearing was held on July 4, 2012 with counsel acting on behalf of Ms. Bernard and Mr. Berry not present or represented.
- Pursuant to the order of Justice Michel A. Robichaud dated July 5, 2012, Ms. Bernard was granted sole custody of the children with access by Mr. Berry as arranged between the parties. Mr. Berry was ordered to pay child support for the children in the amount of \$624 per month on the first of each month retroactive to September 1, 2011, based on Mr. Berry's imputed gross annual income of \$44,000 for 2011 and 2012. Mr. Berry was also ordered to pay \$429 per month for his share of daycare expenses (\$275 per week) retroactive to January 1, 2012 based on his imputed income of \$44,000 and her actual income of \$75,000, his portion representing 37% of the cost. The order also directed enforcement by the Director of Support Enforcement in the Court of Queens's Bench of New Brunswick, Family Division, Judicial District of Bathurst.
- [7] The order also provided that pursuant to the *Marital Property Act*, there would be an unequal division of the marital property, specifically that Ms. Bernard would not be required to divide her employment pension plan. Mr. Berry was ordered to pay costs in the amount of \$1,000.
- [8] In the material filed by Mr. Berry in this court, he takes the position that he was out of the country from February 2012 to the end of July, 2012 and on his return he learned via email that the order had been made. On October 1, 2012, he received a letter from "FSOS" (which appears to refer to the Director of Support Enforcement), indicating that they were going to suspend his passport and at the end of October, 2012 he received a letter asking that he surrender his passport and he appears to have complied.
- [9] On June 6, 2013, he caused this application to be issued in which he asked for an order for access and related orders and, in effect, an order varying the order dated July 5, 2012 reducing the child support to \$0 per month on the basis of income of \$11,916.66 and eliminating the order that required him to pay 37% of the child care expense. In his attidavit sworm June 6, 2013 he said that in November 2012 he received from Ms. Bernard's lawyer a copy of the order

2013 he said that in November 2012 he received from Ms. Bernard's lawyer a copy of the order and that he had submitted an inter-jurisdictional support order variation application with ISO on January 31, 2013. He called FRO on May 7, 2013 and was told that he had not used the correct procedure and he would need to seek a local provisional order. In that application, he provided information about his income, indicated that he had two other children residing with him and that

This is Exhibit "R"

To the Affidavit of

JULIAN DEVANTE

157

From: wayne berry Julian De Vante: Arnold Beckerman Subject: todo list from today Date: March 26, 2014 3:29:39 PM contact marketing company in California for pricing on video (me) provide link to marketing company discussed this morning (julian) need script, frame work for video(the story) also follow up video (me need new look and feel to website (3rd party) need content for website plus streaming videos for live demonstrations (3rd party) get links from Dominic on his work (me) one pager (julian) work from 3rd party needs to start Monday at the latest need photo of battery casings (julian) dissolution papers from Paul (Paul) Set up end of next week Barbados Company (Us, Barry and Gille) Identify space/location in California for living and lab (julian and I) Identify bank to open accounts with and get an ITIN (julian and I) finalize profile of Directors (Anrold and I) conference call with George to discuss software dev on Friday, also discuss 3rd party endorsements from say MIT and steps to utilize programs that will be of benefit. introductions and time for demo once relocated. (george, Julian and possible me - have already sent him an email in regards to this earlier today) make available operational plan etc. (me) Wayne Berry, MBA 1416 606 8602 +260 97 174 5543

Main Events Summary

6 | Page

(Clip 3 – Page 27 – Line 10) Beckerman and Berry not only stole the boxes but made sure they were not providing any funds to replace the materials and equipment so I can't move forward with the pilot facility(this was a requirement per the signed agreement.):

Arjun Chajal: But then the whole thing was, the whole credit stuff get sorted out? He was telling
about it not working. Arnold Beckerman: He's saying its not working. Arjun Chajal: I am going
there. Can I take a credit card from you guys or something, let's take advantage...

Wayne Berry: Well if it's not working, it's not working...

*This part of the Audio Transcript is important because at this point in their scheme, they needed to get their hands on the corporate books and shares certificate. Since it was with me, the Chairman of the Board, they had NO CHOICE but to fabricate and manufacture fraudulent books and shares certificates which is criminal.

(Clip 4 - Page 27 - Line 20 - 25)

Arnold Beckerman: Where are the books? Arjun Chajal: They are with Julian and the bank card
information also, like he has the card and everything.

Wayne Berry: doesn't matter when you shut it down anyways, so...

Arnold Beckerman: Well, you gotta close everything out...

...(Page 28) continues

Arnold Beckerman: Well that doesn't matter. Where's all the corporate books and all that stuff? Wayne Berry: I am sure they are all with Julian, Right?. That's what I figured, so he's got the articles of incorporation and all that stuff....

Arnold Beckerman: he's going close all that crap out?

Wayne Berry: Yes, we want him to...

Arnold Beckerman: The question is all the appropriate documentation, that says, you know, the company's being closed.

Wayne Berry: Let Paul put that all together

Basically, in this part of the recording, not only do they verify the official books, shares certificate, bank card etc is with me(the Chairman) but more importantly, they CLEARLY state that it was our agreed upon plan to DISSOLVE Synthion Energy and moreover they wanted us to do this...but this is NOT what they told the Police and the Honorable Court.

Their story to the Toronto Police and to the Honorable Court was that Julian stole our money and ran away to California and started a new company that we did not know about. He stole the technology, committed fraud etc etc. Lying to the Police and to the court is criminal.

Further evidence of this being our plan: Affidavit#1, Exhibit S: PDF Page: 182:

- · One of the item (Dissolving Synthion)
- Identify living space for Julian in California and Lab

Julian DeVante : Synthion Energy Inc. Date: March 15, 2018

20/03/2015 Print

Subject: Re: todo list from today

From: Julian DeVante (j.devante@synthionenergy.com)

To: waynejberry@yahoo.ca;

Date: Wednesday, March 26, 2014 8:45 PM

Wayne,

I have a few question for Paul regarding dissolving Synthion. I.e Do I need Arjun's signiture or not.

Also, I would like to review the operational plan on Monday or sooner. I will not be available for Friday's Meeting.

regards, Julian

On 3/26/2014 5:57 PM, wayne berry wrote:

Paul is the not the guy to talk to about being offshore, Barry is that guy, thats why Paul wanted to run things by Barry on the dissolution first.

pauls email you have, barry.segal@nortonrosefulbright.com 416.216.4861 Gilles Gosselin (gg@sggc.bb)

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Wednesday, March 26, 2014 6:19:54 PM, Julian DeVante <j.devante@synthionenergy.com> wrote: Thanks for putting that together.

I need the contact number & email for Barry and Gille. I have a wide range of question for them.

I also need to speak with Paul regarding legalities of the offshore.

We will also need to purchase a web .NET (windows) hosting package.

regards, Julian

On 3/26/2014 2:29 PM, wayne berry wrote:

contact marketing company in California for pricing on video (me) provide link to marketing company discussed this morning (julian) need script, frame work for video(the story) also follow up video (me)

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=2lckotij68g08#8547677950

1/2

This is Exhibit "S"

To the Affidavit of

JULIAN DEVANTE

158

Alan B. Dryer

From:

Hunter, Chris < Chris. Hunter@nortonrosefulbright.com>

Sent:

August-27-14 1:24 PM

To:

Alan B. Dryer Amirault, Paul

Cc: Subject:

RE: Synthion Energy Inc.

Alan,

I would like to add one point of clarification. Part of our non-disclosure obligations is that we are not allowed to disclose anything about the patent applications to anyone other than Julian DeVante. Hence any disclosure of the patent application would put us in violation our confidentiality obligations. Arnold and Wayne are aware of this.

Chris

Christopher N. Hunter

Partner, Lawyer, Patent Agent, Trade-mark Agent

T: 416.216.1906 A: 416.216.2951 (assistant) F: 416.216.3930 H: 416.925.0482 C: 647.244.9150

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., S.r.I.
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada
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Chris.Hunter@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

Law around the world nortonrosefulbright.com

Top-ranked in Canada for multi-jurisdictional work, brand awareness and most used for high value work according to the 2014 Acritas Law Firm Brand Index.

From: Alan B. Dryer [mailto:ADryer@shermanbrown.com]

Sent: August-26-14 5:05 PM

To: Hunter, Chris

Subject: Synthion Energy Inc.

Thank for speaking to me about this matter this morning.

I have relayed the contents of our conversation to Arnold Beckerman and Wayne Berry.

You have asked them to consider reconciliation with Julian DeVante before this dispute escalates.

Their last communication from Julian occurred on May 30th. They have been waiting to hear further from him since then but to no avail. Thus although they have been willing to discuss and attempt to resolve the matter with Julian since that time, and have made various attempts to reach out to him, Julian has failed to respond to them.

Court File No. CV-14-10751-00CL

From: Hunter, Chris

Sent: Thursday, June 26, 2014 6:19 AM vayne berry; Amirault, Paul

Subject: RE: Fwd: Hi

Wayne,

You dropped by our offices and spoke with Michael Ladanyi. He showed you the patent application and apparently you flipped through it.

Christopher N. Hunter

Partner, Lawyer, Patent Agent, Trade-mark Agent

T: 416.216.1906 A: 416.216.2951 (assistant) F: 416.216.3930 H: 416.925.0482 C: 647.244.9150

Norton Rose Fulbright Canada LLP/s.E.N.C.R.L., s.r.l. Royal Bank Plaza, South Tower, Suite 3800 200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada T: +1 416.216.1906 | F: +1 416.216.3930

NORTON ROSE FULBRIGHT

From: wayne berry [mailto:waynejberry@yahoo.ca]

Sent: June-26-14 9:14 AM To: Hunter, Chris; Amirault, Paul

Subject: Fw: Fwd: Hi

it was at his request for Arnold to store the boxes, after we said the price of shipping was over a 1000 dollars. We said it would be cheaper to replace the items and sent money for that purpose. He stated in the other email about a black chemical missing, now he says all the chemicals are missing. He also says that I requested from you to see the patent and I was shown it......I don't recall this at all; am I missing something here. He says you sent an email applopizing for this.

He says there were 11 boxes with 2 missing. He says one was shipped, so that should be 9 boxes. I believe they stated they had picked up 8 boxes from Arnolds. I truly dont remember how many boxes there were, just that there was 3 trips of the car to move the stuff. 3 load was not a full car load.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Thursday, June 26, 2014 2:24:04 AM, deborah flattery deborahflattery@mac.com> wrote:

Here is a good one for you both..... wow

Begin forwarded message:

From: Julian DeVante < zazen2012@hotmail.ca>

150

From: To: Ladanyi, Michael Julian DeVante

Cc: Subject: Date: Hunter, Chris; Amirault, Paul RE: Patent Status Update April 7, 2014 1:55:32 PM

Hi Julian,

Thank you for your email. I apologize for discussing your patent application with Wayne, who had an unscheduled visit at our offices on Friday. It was my understanding that Wayne was someone with whom we could discuss your patent application. Thank you for clarifying that this is not the case. Going forward, we will seek your express consent each and every time Wayne, or anyone else, wishes to discuss any of your patent applications with us. This was the only time I have discussed your patent application with Wayne. I have otherwise not discussed your patent application with anyone other than yourself and Chris.

In this case, I showed Wayne a copy of the draft patent application to demonstrate our progress thus far. He merely flipped through a few pages and handed the document back to me. I do not believe that he read much, if any, of the content.

In any event, I apologize for our misunderstanding. If you have any other questions or concerns regarding how we are handling any of your confidential information, please let us know.

Yours truly,

Michael

Michael J. Ladanyi Lawyer, Patent Agent, Trade-mark Agent

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l. Royal Bank Plaza, South Tower, Suite 3800 200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada T:+1416.216.1925 | F: +1416.216.3930 mailto:Michael.Ladanyi@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

Law around the world http://www.nortonrosefulbright.com

Our website and email address have changed - please update your records accordingly.

Top ranked firm for energy by Who's Who Legal 2013

2013 Global Mining Law Firm of the Year - International Who's Who of Business Lawyers

This is Exhibit "U"

To the Affidavit of

JULIAN DEVANTE

Subject: Saturday April 19th, 2014

From: Julian DeVante < j.devante@synthionenergy.com>

Date: 4/19/2014 10:39 AM

To: "arnbeckerman@gmail.com" <arnbeckerman@gmail.com>

Hi Arnold,

Hope all is well there in Toronto.

Couple of things:

 Ship to Address for the boxes: Julian DeVante
 23411 Summerfield Rd
 Suite 15D
 Aliso Viejo, California

USA 92656

Phone: 647-854-7985

email: j.devante@synthionenergy.com

I have tried 11 different storage companies and they will not accept deliveries even if I am there waiting. I have space to store the boxes.

2. The best solution I can think of is leasing a vehicle.

Rates start @ \$170/Month Hyundai Accent Basic (Phone:888-249-9569)

I went to get quotes from various dealers but these guys were the best of the bunch: http://www.tuttleclickhyundai.com/index.htm

I would not be able to lease because of no SSN, etc. But A company can lease easily. Either Synthion or other.

I have to return the rental on Monday. After that I am crippled.

- 3. Attached if the receipt for Hotel. Car rental I will send on Monday when I return the rental. I asked a friend to pick me up from the Airport, hopefully they will be able to.
- 4. I requested Arjun to send the full contact information for our contact at Lux Research.
- 5. I didn't realize this place doesn't come with a fridge. Had to order one yesterday.
- 6. My credit card is maxed so no more rentals right now.
- 7. My cell had a bug, I went to a phone shop to reformat and clean up. Looks ok for now. Will format my laptop tonight as well.

Regards, Julian

-Attachments:

CA448_Guest Folio Batch.pdf

177 KB

1 of 1 10/27/2015 8:12 PM

From: To: arnbeckerman@gmail.com

Julian DeVante

Subject: Re: I

Date: April 21, 2014 5:09:17 PM

Hi Julian, glad your OK. I received my passport. We are looking for a carrier to send the merchandise with. Hopefully it will be on its way in the next day or two. How is the new place? Regards, Arnold.

-----Original Message----From: Julian DeVante To: Arnold Subject: Hi

Sent: Apr 21, 2014 4:39 PM

Hi Amold.

Hope you are good afternoon.

The transportation is a minor issue on the road we are traveling. Previously, the contracting company I worked for provided a vehicle for me.

They way things are here is, if you do not have ssn/credit then they want to see your work visa/work contract/California Drivers License/I-94 document. This is to lease from a dealer.

In any case, it is a learning experience because Wayne and Arjun will face the same issues.

My main focus now is building a small prototype for UL testing. I can start on this once the materials are received. This data will back us up moving forward.

In the mean time I am working on the two documents I had previously mentioned.

Hopefully, you received your passport.

regards, Julian

Sent from my BlackBerry® powered by Virgin Mobile.

From: To: Subject: Date: wayne berry Julian DeVante Re: Ahead of their time April 21, 2014 9:48:40 PM

Its amazing what people where coming up with in the those days.

Hows the new apartment coming? We got everything packed up, tomorrow we are getting some packing peanuts, labels and shrink wrap so that it can be shipped out and secured. It should be shipped out on Wednesday and take roughly 1 week.

Any updates on finding a car? Im guessing once that is done, securing a commercial space will be next. From what I read, you can register a car as long as you have a california address. If renting one for now is preferred, I found one for \$728 for a month. Its hard for me to judge the quality of used car over the net, so you may want to just try looking to 2 or 3 to get a sense if its worth it.

Wayne Berry, MBA
1 416 606 8602
+260 97 174 5543
On Sunday, April 20, 2014 3:04:11 AM, Julian DeVante
<j.devante@synthionenergy.com> wrote:

http://www.wired.com/2010/06/henry-ford-thomas-edison-ev/

This is Exhibit "V"

To the Affidavit of

JULIAN DEVANTE

Synthion Energy Inc. CODE OF ETHICS

Synthion Energy Inc. places the highest value on the integrity of the Company and each of its directors, officers, employees and representatives. All directors, officers and employees and all representatives, including all agents, consultants, independent contractors and suppliers of Synthion Energy Inc. are responsible for complying with all applicable laws and regulations in each country in which the Company does business and for knowing and complying with this Code of Business Ethics and other policies of the Company. Violations of law or this Code or other policies of the Company are subject to discipline, which may include termination. Business units are responsible for ensuring that their policies and practices are consistent with this Code.

Responsibility and Accountability

All personnel at Synthion Energy Inc. are responsible for his or her own behavior. While performing your job duties, you are responsible for ensuring that you conduct yourself in a manner that reflects positively on the company.

Overview

Your personal activities and relationships must not conflict, or appear to conflict, with the interests of the Company. Keep in mind, the Code can't specifically address every potential conflict, so use your conscience and common sense. When questions arise, seek guidance.

Core to our General Business Ethics are:

Honesty
Integrity
Transparency
Accountability
Confidentiality
Objective

Respectful

Within the law

You have the responsibility to reporting any suspected misconduct, illegal activity, fraud, abuse of company assets or other violation of ethical standards.

Synthion Energy Inc.

CODE OF ETHICS

Our specifics guiding Ethics:

- We Respect the Individual and Diversity
- We Avoid Conflicts of Interest
- We Work in a Positive Environment
- · We Do Not Employ Child or Forced Labor
- We Provide a Safe Workplace
- We Safeguard Company Property and Information
- · We Maintain Accurate Books and Records and Report Results with Integrity
- We Obey All Laws and Regulations
- We Follow Accurate Billing Procedures
- We Will Not Be Influenced by Gifts
- We Do Not Make Improper Political Contributions
- · We Protect the Environment
- We Require Those Representing the Company to Act With Integrity
- · We Comply with Export Control and Import Laws
- · Annually submitting an ethics compliance certification

All personnel at Synthion are held to highest moral and professional standard. Our personnel is expected to work together to achieve our common goals. Specifically, this opportunity presented to you by Synthion Energy Inc. is an excellent opportunity to work as a team to help better society; As such, lying, engaging with disrespectful behavior would not only violate this code of ethics, but local and corporate law as well. Synthion Energy has a zero tolerance policy of such repugnant behavior.

It is not permitted to:

- · Engage with personnel that do not report directly report to you
- · Attempt to influence HR or the hiring process
- · Intimidate or coerce employees, managers for favors or information etc
- Work against Synthion Energy Inc.
- · Breach our NDA or Non-Compete agreements
- Engage in Corporate Espionage
- · Steal or sell company information, patents, intellectual property, trade secrets etc

Synthion Energy Inc.

CODE OF ETHICS

Upon inclusion into Synthion, you are expected to abide by all Federal and Provincial laws of Canada and all local laws in any country you conduct business on behalf of Synthion Energy Inc. You are expected to abide by Synthion Energy Inc. code of Ethics as outlined in this document. Violation of our code of Ethics and any corporate and local laws would lead to immediate suspension from all duties at Synthion and can lead to legal action against the offender.

This is Exhibit "W" To the Affidavit of JULIAN DEVANTE

TRANSCRIPTION OF CONVERSATION HELD ON May 30, 2014 BETWEEN WAYNE BERRY, ARNOLD BECKERMAN & ARJUN CAJHAL RECORDINGS TRANSCRIBED BY AUTHORIZED COURT TRANSCRIPTIONIST 10 TIFFANY JOHNSTON RECORDINGS PRODUCED BY JULIAN DEVANTE *PLEASE NOTE THESE CLIPS WERE TRANCRIBED AS ACCURATELY AS POSSIBLE GIVEN THE QUALITY OF THE RECORDING 20 25

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20	Transcript Completed:		9	January	10,	2016
	Ordering Party Notified:		,	January	10,	2016
95						
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1.

CLIP 1:	
	ARNOLD BECKERMAN: We didn't do that. We lost
	complete control of the other stuff. Whether I do
	it today, okay, there's a security issue. Whether
5	there is or isn't [indiscernable], but I am
	assuming there is.
	ARJUN CHAJHAL: No, absolutely. There is, without
	a doubt. At the end of the day there were 11
	boxes, one was sent to him, and
10	WAYNE BERRY: Yes, shy two, we know
	ARJUN CHAJHAL: And shy two, so
	ARNOLD BECKERMAN: Here's what I can't get, here's
	what I can't understand, you know my storage
	locker?
15	ARJUN CHAJHAL: Yeah.
	ARNOLD BECKERMAN: Number 1, I don't have that
	listed in the building. My name doesn't show up as
	having a storage locker
	ARJUN CHAJHAL: Yeah.
20	ARNOLD BECKERMAN:in other words, it's an under
	the table storage locker, no name on it. That's
	number 1. Secondly, the apartment that I occupy,
	alright, the storage lockers are at different level
	than these particular ones.
25	ARJUN CHAJHAL: Yeah.
	ARNOLD BECKERMAN: In other words
	ARJUN CHAJHAL: So you have storage lockers, but
	they're some where else, and this is something
	under the table that nobody should be aware of
30	WAYNE BERRY: That's right
	ARNOLD BECKERMAN: Exactly.
L	WAYNE BERRY: So how did they figure that out?
AG 0087 (rev. 07-01)	

2.

ARNOLD BECKERMAN: How did they figure that one out? ARJUN CHAJHAL: But, who's they? WAYNE BERRY: Exactly. I think that's the next question. ARNOLD CHAJHAL: Exactly. Unless they go from locker to locker looking around, unless they've got a scanner, maybe they have a scanner. I don't know. WAYNE BERRY: I wouldn't have a clue. It's beyond me at this point. Anyways... ARUJUN CHAJHAL: The other thing that doesn't make sense is why those two boxes or why that one container, like did they know what they were coming for or... 15 WAYNE BERRY: Or is it to get some stuff to cause, kind of like they do with the emails. They don't make the email disappears, they just delay the emails or block the calls and things like that. ARNOLD BECKERMAN: Creating fear. 20 WAYNE BERRY: Who knows... ARNOLD BECKERMAN: Creating fear. All I know is that it is full board press to make things happen. WAYNE BERRY: Just means we gotta move faster, cause if they're doing that we gotta move faster and get going. CLIP 2: WAYNE BERRY: Yeah, he must have - cause, you can really hear it in his voice too like, the raspiness. ARJUN CHAJHAL: Yeah. So, what, so what are we doing, I mean for me right now priority number one AG 0087 (rev. 07-01)

3.

is figuring out where this stuff went, and how do we track it or what, like we need to have an action plan, like we just can't sit back... WAYNE BERRY: I think... ARJUN CHAHAL: So you... WAYNE BERRY: If it's gone, its gone. There's nothing you can do except maybe file a police report. That's the best you're gonna get. Thank you Arnold, But what you can't do, is while that's going on, sit back and do nothing. It means you gotta pick up the pace and go faster. ARJUN CHAJHAL: Who knows what else they have. WAYNE BERRY: Right, and the longer you sit back, the more disadvantaged we're gonna be, so me in my mind that means we just need to go faster. We gotta get the UL testing done. We gotta get the prototypes going. We just gotta go faster. And, align ourselves with some big powerful players, but that's probably really the only way. You know what it's like. Its just like a in football game. You can't win by just being defensive. ARJUN CHAHAL: No, not at all. ARNOLD BECKERMAN: It takes both plays. ARJUN CHAJHAL: What, so you called the cleaning company and they said nothing? ARNOLD BECKERMAN: Yeah, he said he doesn't recall anything. He doesn't recall any tupperware from that day. He said maybe it was inside one of the boxes they threw... ARJUN CHAJHAL: What box did - was it cardboard box they threw?

AG 0087 (rev. 07-01)

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ARNOLD BECKERMAN: They were all folded. There wouldn't be anything in them from as far as I can remember, right. There might have been - I think there was one that was left behind that I mean might have had a top on it or something. I don't remember now. They were in the garbage right cause there're would have been plaster and boxings like...

ARJUN CHAJHAL: I mean, I hear that we can assume fairly that the stuff went missing from Arnold's locker.

WAYNE BERRY: Well, we know because we're missing two boxes...

ARJUN CHAJHAL: Right.

WAYNE BERRY: ...so without a doubt

ARNOLD BECKERMAN: [Indiscernible]

ARJUN CHAJHAL: Julian said there were 11 boxes,
one mailed to him, so that makes it 10. I only
know of 8 boxes. We counted. And to your point,
when you open the locker, you're like, it seems a
lot easier than when you're putting in, so
obviously...

ARNOLD BECKERMAN: [indiscernible]...there were more large ones. There were only two large ones. WAYNE BERRY: There was four large ones. There was only two large ones?

ARJUN CHAJHAL: Two large, heavy ones, yeah.

WAYNE BERRY: Then there're definitely two missing cause there were four large ones. I remember we kept doing all this stuff with these UPS on the boxes, size of the boxes, what we had, so

definitely two boxes missing without a doubt. Now,

AG 0087 (rev. 07-01)

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	the question is, is what was in them? That's the
	question. Who knows
	ARJUN CHAJHAL: Well, I mean either way, whats in
	it, what's not in it, the risk is
5	ARNOLD BECKERMAN: Here's the thing, somebody told
	me 'they' slapped a tracker or something like that
	on'em and[indiscernable].
	WAYNE BERRY: Who knows. Whoever did it is highly
	sophisticated, I can tell you that.
10	ARNOLD BECKERMAN: They'd have to be.
	WAYNE BERRY: Highly sophisticated.
	ARJUN CHAJHAL: Do you have any sort of, is there
	any video surveillance in your locker area?
	ARNOLD BECKERMAN: Not that I know of, not in the
15	locker room, no.
	ARJUN CHAJHAL: Maybe worth following up with
	you're
	ARNOLD BECKERMAN: The problem is that I'm not
	paying for this
20	WAYNE BERRY: [laughing] cause its under the table
	right.
	ARJUN CHAJHAL: Okay, right, I'm just saying they
	probably have, if they do, they'll have like
	general hallway
25	ARNOLD BECKERMAN: Cameras in the locker room.
	ARJUN CHAJHAL:yeah, you know, say I'm missing
	some stuff.
	ARNOLD BECKERMAN: I'm missing some stuff from a
	locker I'm not supposed to have.
30 CLIP 3:	Topical programmer compression programmer Programmer
	ARJUN CHAJHAL: We can work it out. It's not a
<u>_</u>	biggie.
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ARNOLD BECKERMAN: They were all folded. There wouldn't be anything in them from as far as I can remember, right. There might have been - I think there was one that was left behind that I mean might have had a top on it or something. I don't remember now. They were in the garbage right cause there're would have been plaster and boxings like...

ARJUN CHAJHAL: I mean, I hear that we can assume fairly that the stuff went missing from Arnold's locker.

WAYNE BERRY: Well, we know because we're missing two boxes...

ARJUN CHAJHAL: Right.

WAYNE BERRY: ...so without a doubt

ARNOLD BECKERMAN: [Indiscernible]

ARJUN CHAJHAL: Julian said there were 11 boxes,
one mailed to him, so that makes it 10. I only
know of 8 boxes. We counted. And to your point,
when you open the locker, you're like, it seems a
lot easier than when you're putting in, so
obviously...

ARNOLD BECKERMAN: [indiscernible]...there were more large ones. There were only two large ones.

WAYNE BERRY: There was four large ones. There was only two large ones?

ARJUN CHAJHAL: Two large, heavy ones, yeah.

WAYNE BERRY: Then there're definitely two missing cause there were four large ones. I remember we kept doing all this stuff with these UPS on the boxes, size of the boxes, what we had, so

definitely two boxes missing without a doubt. Now,

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the question is, is what was in them? That's the question. Who knows... ARJUN CHAJHAL: Well, I mean either way, whats in it, what's not in it, the risk is... ARNOLD BECKERMAN: Here's the thing, somebody told me 'they' slapped a tracker or something like that on'em and....[indiscernable]. WAYNE BERRY: Who knows. Whoever did it is highly sophisticated, I can tell you that. ARNOLD BECKERMAN: They'd have to be. WAYNE BERRY: Highly sophisticated. ARJUN CHAJHAL: Do you have any sort of, is there any video surveillance in your locker area? ARNOLD BECKERMAN: Not that I know of, not in the locker room, no. 15 ARJUN CHAJHAL: Maybe worth following up with you're... ARNOLD BECKERMAN: The problem is that I'm not paying for this ... WAYNE BERRY: [laughing] cause its under the table 20 right. ARJUN CHAJHAL: Okay, right, I'm just saying they probably have, if they do, they'll have like general hallway... ARNOLD BECKERMAN: Cameras in the locker room. 25 ARJUN CHAJHAL: ...yeah, you know, say I'm missing some stuff. ARNOLD BECKERMAN: I'm missing some stuff from a locker I'm not supposed to have. 30 CLIP 3: ARJUN CHAJHAL: We can work it out. It's not a biggie. AG 0087 (rev. 07-01)

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WAYNE BERRY: I think everything else can be

replaced anyways. I mean chemicals are - he bought'em all at once before, he can buy them again. ARNOLD BECKERMAN: The bottom line is this, you know what [indiscernible] has in that box, but whatever it is he needs to get, in order to produce the prototype, he needs to get at his end ASAP. [indiscernible], in the locker, not anything else. ARJUN CHAJHAL: But then the whole thing was, the whole credit card stuff get sorted out? He was telling about it not working. ARNOLD BECKERMAN: He's saying it's not working. ARJUN CHAJHAL: I'm going there. Can I take a credit card with me from you guys or something, let's take advantage... WAYNE BERRY: Well, if it's not working, it's not working. CLIP 4: ARNOLD BECKERMAN: Where are the books? ARJUN CHAJHAL: They're with Julian and the bank card information also, like he has the card and everything. WAYNE BERRY: Don't matter when you shut it down anyways, so... ARNOLD BECKERMAN: Well, you gotta close everything

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WAYNE BERRY: I know, but that, him and Julian when they go through that process will have to find, a) I guess what you'll do is you'll sign a waiver for a notice of meeting, they'll do their AGM we're on the books to show

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out...

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ARNOLD BECKERMAN: Well, that doesn't matter, where's all the corporate books and all that stuff? WAYNE BERRY: I'm sure they're all with Julian, right? That's what I figured, so he's got the articles of incorporation and all that stuff. He can just carry that up to Paul so Paul can [indiscernible] all out, right? That's what he'll have to do. ARNOLD BECKERMAN: He's going to close all that crap out? WAYNE BERRY: Yes, we want him to... ARNOLD BECKERMAN: The question is all the appropriate documentation that says, you know, the company's being closed. WAYNE BERRY: Let Paul put all that together. ARNOLD BECKERMAN: He's gotta follow through with the government... WAYNE BERRY: Yup. ARNOLD BECKERMAN: [indiscernible] WAYNE BERRY: Let Paul do that. Like Paul was saying, he wants to make sure that they can't, you know that there's whatever's, there's that form 1 to put together so that from the founder's agreement they can't trace that back to the Barbadoes and say there's a tax issue here, right? So let Paul do it.

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ARNOLD BECKERMAN: That's the point.

WAYNE BERRY: In fact Paul's going to be in L. A. next week or the week after so they can probably -

they can hook up with him and hand it all over there and get it all done there, plus you'll be

there...

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	ADMOID DECKEDMAN. Have long is it going to take you
	ARNOLD BECKERMAN: How long is it going to take you
	to get down there?
	ARJUN CHAJHAL: 5, 6 days.
CLIP 5:	
5	WAYNE BERRY: Once he gets all, well I guess it
	won't take long once he gets all the chemicals back
	to build the prototype and do the UL testing. In
	my head, the timeline that I am hoping to be at is
	by August. We'll have our UL testing done and
10	we'll have a prototype that we can present to the
	Tim Edison [ph] guys. I figure that, as I said,
	the UL testing and whathaveyou
CLIP 6:	
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15	ARJUN CHAJHAL: Alright. Well, I mean, that's the
	thing, I mean, this whole set of stuff has gone
	missing is
	ARNOLD BECKERMAN: That's one part of it
	ARJUN CHAJHAL: It's a big part of it.
20	ARNOLD BECKERMAN: And he still wants you to go in
524	and he said at the time that it was no great big
	deal, alright? We look after a friend and now its a
	big deal
	ARJUN CHAJHAL: Alright
25	ARNOLD BECKERMAN: He told me he only needed the
	one box. He needed the other stuff to go to
	Synthion.
	ARUJUN CHAJHAL: Are the ones - were you planning
	on sending everything?
30	ARNOLD BECKERMAN: We were planning on sending
	everything. We were planning on sending
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AG 0087 (rev. 07-01)	

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know, well ultimately we're all gonna know, so what's the difference? It's not like I can do anything with it. ARNOLD BECKERMAN: Let's put it this way, everybody out there, but the guys that should know, know. WAYNE BERRY: Exactly. ARNOLD BECKERMAN: All the guys wanting to know... the guys that should know, don't want to know. And that's the reality. WAYNE BERRY: I mean, I don't care where he gets 10 it. I don't want to know but I'm just saying if you were on route, makes sense right? Might want to mention that to him cause you just have the cash, buy it and go. ARJUN CHAJHAL: Right. 15 WAYNE BERRY: Unless he's saying pick up some ammonium nitrate, don't pick up that... CLIP 9: ARNOLD BECKERMAN: We gotta get incorporated. We gotta get all that paperwork done. 20 WAYNE BERRY: So we can get incorporated in Barbadoes. ARNOLD BECKERMAN: Everything is ... WAYNE BERRY: Yeah. 25 ARNOLD BECKERMAN: I mean, its \$1,000 a day. I'm at my wits end at this point so... ARJUN CHAJHAL: Totally agree, understand... ARNOLD BECKERMAN: Fair enough. WAYNE BERRY: It will be good for all of us because 30 we'll also know if... AG 0087 (rev. 07-01)

This is Exhibit "X"

To the Affidavit of

JULIAN DEVANTE

Fwd: Evidence

Subject: Fwd: Evidence From: Julian DeVante <j.devante@synthionenergy.com> Date: 6/10/2014 5:04 PM To: evtan.hadad@torontopolice.on.ca

My name is Julian DeVante. I am the owner of Synthion Energy.

I believe my partners(Wayne and Amold) stole my materials.

I put together some things, mostly attachments and 1 link to the audio on Microsoft's one drive(its 50megs) easier to stream

Also find attached a picture of the loose materials.

1. April 4th, 2014 Wayne Berry goes to NRF (out legal and patent attorney) under the guise of resolving a communication issue but insted request to see my confidential Patent on my technology. For whatever reason, the patent attorney shows him my patent. This goes against the contract I signed with NRF and also against the NDA etc that I have with them. The incident is documented in email in which they apologies to me. When I asked Wayne why he did this he did not answer. (That was the first major red flag)

Attachment: Re Patent Status Update.eml

2. Heft Toronto on April 13th 3am in the morning, Wayne and Arnold was supposed to have 11 boxes + loose items shipped to me the same day. It never happened. Insted there were many excuses and Wayne said he needed a list of chemicals in the boxes so he can fill out paperwork for customs. He said it would be shipped out now April 16th, 2014. It never happened. I provided the list and they then took the items away from the place I had stayed at (where it was to be shipped from) to Arnold's personal storage. I suspect thats the point that they took the 2 boxes and loose items for their own purposes. Note: The items they took was exactly the items(chemicals) listed in my patent. Everything else was untouched.

Attachment: Re Materials List.htm

3. They started contacting potential investors without my consent. They would ensure they tell investors that they are the founders. They would not come forth with their activities when I questioned them. It got so frustrating that I issues an email to them that on all meeting that have to do with my technology or Synthion, I must be present and in case of email, must be cc'ed. The ignored this and continued these meetings behind my back and off

Attachment: Reminder.eml

4. I found out that they were using their insecure email service from hotmail/gmail etc to conduct Synthion business so I issues a reminder of corporate policy to only use corporate email to conduct company business. I copied the law firm as well. The subverted this by still using insecure free email and even skype to conduct conversations with individuals on company matters. All the while doing it in secret and making sure I am not part of those

Attachment: Corporate Security.em

Attachment: Discussion with Wayne,emil fusing his Wife's Skye account to conduct Synthion Business, going against coro policy after I sent that email and spoke to him)

5. Wayne and Arnold signed the "founders agreement" in January 2014, since then I have made it clear to them that they need to be officially added as directors before they can assert any directorship powers. They refuse, I don't know why, I also informed them that I am the only person authorize to issue or sign Synthion's NDA's. Since then, behind my back, they have issued several NDA without my consent. Some were forged, most were not even filled out and worse they were all incomplete and VOID since they are illegal. The worse part of this is it was done without my knowledge and they have distributed my & Synthion's confidential documents to numerous individuals; some I have become aware of and can only imagine what I am not aware of. It is truly frightening.

Attachment: img-429121947-0001.pdf Attachment: Synthion_NDA_Camp_04_11_14_(3)[2].pdf Attachment: Synthion NDA (3).pdf Attachment: nda_signed.pdf
Attachment: SYNTHION_NDA.pdf
Attachment: Synthion_NDA_Camp_D4_11_14_(3)[2]-signed.pdf

I can have the names and dates of all parties these NDA's were issues to by Wayne Berry

6. I had sent my friend and college Arjun to remove all boxes and materials from Arnold's Storage to our own storage. This is a recant on what happened. This is how we found out materials were stolen. It is interesting to note that initially Wayne was saying there were only 8 boxes so nothing was stolen or missing then when he found I I took pictures he changed his story. In the Audio he and Arnold agree that there were 11 boxes, 1 shipped to me 2 that initially Wayne was saying there wer missing and loose materials missing too.

Attachment: Re Documentation.eml

7. Audio Recording (Between Arjun, Wayne and Arnold) May 30th, 2014: http://ldnv.ms/lnlAhe0

- In this recording, when questioned about the missing items, they are NOT concerned.
 Arjun ask if they contacted security they said No, he ask if they can contact security and have video checked they say no
 The actually ask Arjun is he know the chemicals I use in my bathery !!!!
 They said that eventually they will know and that everyone will know so whats the big deal

- . They say that the missing items is not an issue and we should move forward quickly and the only think they think I can do is put in a police report
- They have not notified me that the boxes and items are missing
 There's more but I am too upset to go on

Regards,

From: Julian DeVante <j.devante@synthionenergy.com>

Date: 5/17/2014 3:09 AM

To: wayne berry waynejberry@yahoo.ca>, Arjun Chahal <a.chahal@synthionenergy.com, "ambeckerman@gmail.com" arnbeckerman@gmail.com, arnbed.b@synthionenergy.com, wayne.b@synthionenergy.com, wayne.b@synthionenergy.com, "Amirault, Paul" paul">paul, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com, arnbeckerman@gmail.com). Michael" < Michael. Ladanyi@nortonrosefulbright.com>

e to my attention that confidential information regarding Synthion Energy has been leaked through unsecure email servers. This includes Gmail, Yahoo and Hotmail.

The latest security breeches of these free email services pose a significant threat to the confidentiality of Synthion Energy's information. Our corporate information is valuable to entities and other corporations that may see us as a threat in the marketplace. Loss of our confidential data can be detrimental to our company

1 of 4 3/13/2018 4:55 PM

Fwd: Evidence

Effective immediately, the use of external email services are prohibited by Synthion. For any and all email based corporate communications, only our secure email can be used. If anyone is caught using external email services for corporate correspondence of any kind. It will be treated as a serious breach of corporate security and will be dealt with by force of law.

Email accounts were created for everyone upon inclusion into the company. If you forgot the passwords, it can be reset.

Safe List

wayne.b@synthionenergy.com : Wayne Berry amold.b@synthionenergy.com : Arnold Bederman a.chahal@synthionenergy.com : Arjun Chahal j.devante@synthionenergy.com : Julian DeVante

Note to NRF: Do not engage in correspondence on behalf of NRF/Synthion Energy if the email is not from our corporate email servers as denoted by @synthionenergy.com

Please bring it to my attention if someone contacts NRF supposedly on behalf of Synthion Energy via an email account that is not from our corporate email. Please disregard any email alluding to be from Synthion Energy if it is not from the safe list above (even if you have engaged with the person using the unsafe email account in the past).

Subject: Discussion with Wayne

From: David Appleby <djappleby@gmail.com> Date: 5/30/2014 2:49 AM

To: Anthony Campbell <antcamp5@aol.com>, Deborah Flattery <deborahflattery@mac.com>, Julian DeVante <j.devante@synthionenergy.com>

Wayne has been in contact with me via Skype (on his wife's account) and this is the conversation:

```
[29/05/2014 13:25:20] Tinah k M: good afternoon David.
[29/05/2014 13:33:07] David Appleby: HI Wayne, how are you?
[29/05/2014 13:34:07] David Appleby: I have to do something for the next 30 minutes but can come back to you after.
[29/05/2014 13:34:34] David Appleby: I have to do something for the next 30 minutes but can come back to you after.
[29/05/2014 14:33:03] David Appleby: hi
[29/05/2014 14:33:03] David Appleby: sorry about that
[29/05/2014 14:33:03] David Appleby: sorry about that
[29/05/2014 14:33:03] David Appleby: how is everything?
[01:17:54] Tinah k M: no problem, things are ok, been dealing with immigration issue unexpectedly this pass week.
[01:19:32] Tinah k M: just wondering on Howards position. I don't want to start talks with other investors before getting a sense on his level of interest.
[07:31:20] David Appleby: HI, Howard is still very interested and is going to organise for one of his analysts to get in touch with someone early next week. However, I prefer if discussions about investment are passed through Deb to keep the contact chain intact if that's ok.
```

Any advice on handling further questions would be appreciated.

-Re Documentation.emi

Subject: Re: Documentation
From: Julian DeVante < j.devante@synthionenergy.com>

Date: 5/29/2014 3:34 PM

To: Arjun Chahal <a.chahal@synthionenergy.com>

I am pretty sure I asked you to call me after you sent the email.

On 5/29/2014 12:02 PM, Arjun Chahal wrote:
| Dulian I've tried my best to remember everything and outline it below. Let me know if you require anything else.

Nay 23rd - 2112pm (all 24 rold and asked him when he can move the stuff to the secure storage place. Arnold hadn't checked his email and was hearing about the moving of stuff for first time. He said he will talk to Wayne about moving the stuff and get back to me.

Nay 20th - 12:30pm
Text messaged Arnold asking him to let me know when we can move the stuff. He said that he doesn't want to move the stuff as its a lot of work and he asked me to arrange pickup.

Nay 24th - 11:00pm
I again text messaged Arnold asking if I can come tomorrow (Nay 29th - Sunday) to pick up the stuff. He said thats ok and anytime after 2:00pm should work

Nay 25th - 9:10am Text messaged Arnold to get the pick-up address. Arnold messaged back with the address and asked what sort of vehicle do I have as there are 10 or 11 large boxes

Nay 25th - 4:00pm
Reached Arnold's place around 4pm. Net him outside his condo building and then we went together to his underground storage locker. Loaded all the stuff in my cousin's mini-van. While loading Arnold said a feet times that he thought there was more stuff as it took him 3 rounds in his car to move it from the old house to his locker.

Nay 25th - around 5:00pm
Arnold called up Mayne to ask how many boxes does he remember moving from the old house to the storage locker. Wayne said that the number of boxes loaded (8) seems about right and that it doesn't seem we're missing any stuff

Nay 27th - 118pm
I call up Arnold (call gets disconnected and he calls me back right away) to tell him that I don't remember moving the green cover tupperware. He responds back saying that they might have thrown that out - he receiled throwing some blue powder stuff. I ask.... is Julian aware of this and Arnold responds he's not fully sure but he feels he had told you about it. Arnold then says that Wayne and him had moved some stuff around when moving it from the cold house to his storage locker....so it could be that the green cover tupperware maybe in one of the heavy cardboard boxes. I tell Arnold to check had to be said and the said house in the storage locker again and it had some that I'll be letting Julian inow about this and that I will go and check all the sealed boxes in the storage polace to make sure its not there.

Nay 27th - 2:00pm
Arnold calls me and asks about the missing container. I explain him to the colour, handles, approximate dimensions. He doesn't remember moving that type of container. I tell him that I'll be going to the storage ment day to see if its one of the boxes.

Nay 27th - 7:30pm

My phone records show that I made a call to Arnold at this time and had a 2 and half minute conversation with him but I'm afraid I can't recall what we spoke about. Will keep trying to rem Hay 28th - 1:45pm After checking the storage and not finding the missing container, I call Arnold to let him know that its not in any of the boxes. He still can't recall seeing the green cover container. I tell him that I'll be calling Julian up and updating him regarding this.

y 20th -3155gm and let him know that Julian is absolutely furious to hear about the missing container. He's very very pissed off about this to the extent that everything is frozen until we are able locate the stuff again. I describe to wayne the container colour, approximate dimensions. He says he remembers throwing out blue powder stuff. I tell him that this wasn't the blue powder and that was black powder, very heavy and dense. I tell him to call you up. he says he's bady sitting at the moment and will call you up in a bit.

Nay 28th -6:08gm Wayne calls me up. te says he's just gotten free. He's been trying to think about the missing container but can't remember anything with green colour cover and red handles. I tell him that I may have a picture of the container and that I will email it to him when I get back home. I ask him if he's spoken to you yet...he says no and that he will be calling you up shortly.

May 28th - 11:30pm

3/13/2018 4:55 PM 2 of 4

Fwd: Evidence

```
I crop the pic you sent to only show the green cover container and email it to Wayne. I follow up with text message saying that I have sent him the pic.
 May 20th - 12:39am
Receive text messages from Wayne. Below is transcript:
"I remember a Tupper I think it was a rubber maid with a green top like that one that has the blue powder. But I don't remember the pink handles"
Text message 2:
"But if really reminds me of container of the blue powder"
Text message 3:
"Met I seefing the powder as blue and Julian sees it as black? Or is there actually a blue powder and a black one."
 Nay 29th - 7:43am
I respond back to Wayne's messages:
Text message 1:
They're different...blue and black
Text message 2:
N it had red handles not pink
  Sincerely.
  Arjun
 - Re Materials List html-
nergy.com>
 shipping address would be based on locations for building prototypes. I expected those would come from you
On 4/15/2014 1:13 PM, Wayne Berry wrote:

> Thanks. I will arrange for delivery. Do you have a shipping address yet. I'm heading to Arnold's to get the stubs. When I get back home, I will send you the contact list for the commercial space.
 ,

On Apr 15, 2014 12:21 PB, Julian DeVante (j.devante@synthionenergy.com) wrote:

>>> Hi Mayne,
 >>
>> The white ponder upstairs on the Table top is Lipathone, used in >> degreasing oils
>> From the picture: Top to bottom:
    Open top blue bin: Assorted powdered solvents (grouped together)
Big covered gray and blue bins contain conducted graphite used in
battery research and development
Gray round metal can contain power for battery use
Plastic container with green top, contains oxide for battery use
Garbage bag with white bag contains potassium hydroxide must be wrapped
to prevent mosture from touching
) to train instance from touching
) No train items, all safe ship items
)
)> For the pre wrapped boxed: Can be labelled: Facility Tear-Down
)> Equipment and Material: 1, 2, 3 etc
)> regards,
)> regards,
)> Julian
)>
 Subject: RE: Patent Status Update
From: "Ladanyi, Michael" <Michael.Ladanyi@nortonrosefulbright.com/
Date: 4/7/2014 1:55 PM
 To: Julian DeVante <j.devante@synthionenergy.com>
CC: "Hunter, Chris" < Chris. Hunter@nortonrosefulbright.com>, "Amirault, Paul" < Paul. Amirault@nortonrosefulbright.com>
Thank you for your email. I apologize for discussing your patent application with Wayne, who had an unscheduled visit at our offices on Friday. It was my understanding that Wayne was someone with whom we could discuss your patent application. Thank you for clarifying that this is not the case. Going forward, we will seek your express consent each and every time Wayne, or anyone else, wishes to discuss any of your patent applications with us. This was the only time I have discussed your patent application with Wayne. I have otherwise not discussed your patent application with anyone other than yourself and Chris.
In this case, I showed Wayne a copy of the draft patent application to demonstrate our progress thus far. He merely flipped through a few pages and handed the document back to me. I do not believe that he read much, if any, of the content.
In any event, I applogize for our misunderstanding. If you have any other questions or concerns regarding how we are handling any of your confidential information, please let us know.
Yours truly,
Michael
 Michael J. Ladanyi
Lawyer, Patent Agent, Trade-mark Agent
Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
Royal Bank Plaza, South Tower, Sufte 3800
200 Bay Street, P.O. Box 84, Torento, ON MSD 224, Canada
T: +1 416.216.1925 | F: +1 416.216.3930
mailtoxid:feah.l.adarwighnortoropseful bright.com
                                   efulbright.com
Our website and email address have changed - please update your records accordingly.
Top ranked firm for energy by Who's Who Legal 2013
2013 Global Mining Law Firm of the Year - International Who's Who of Business Lawyers
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3 of 4 3/13/2018 4:55 PM

This is Exhibit "Y"

To the Affidavit of

JULIAN DEVANTE

From: wayne berry <waynejberry@yahoo.ca>
Sent: Thursday, June 26, 2014 9:14 AM
To: Hunter, Chris; Amirault, Paul

Subject: Fw: Fwd: Hi

it was at his request for Arnold to store the boxes, after we said the price of shipping was over a 1000 dollars. We said it would be cheaper to replace the items and sent money for that purpose. He stated in the other email about a black chemical missing, now he says all the chemicals are missing. He also says that I requested from you to see the patent and I was shown it.....I don't recall this at all; am I missing something here. He says you sent an email apologizing for this.

He says there were 11 boxes with 2 missing. He says one was shipped, so that should be 9 boxes. I believe they stated they had picked up 8 boxes from Arnolds. I truly dont remember how many boxes there were, just that there was 3 trips of the car to move the stuff. 3 load was not a full car load.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Thursday, June 26, 2014 2:24:04 AM, deborah flattery deborahflattery@mac.com> wrote:

Here is a good one for you both..... wow

Begin forwarded message:

From: Julian DeVante < zazen2012@hotmail.ca>

Date: June 1, 2014 12:11:07 PM PDT

To: deborah flattery < deborah flattery@mac.com >

Cc: lan Brewster < brewster@yahoo.com >, Loudon Owen

< lowen@mcleanwatson.com>

Subject: Re: Hi

Guys,

Just got a call from Toronto Police..they took the report:

Report Number: 14-2198095 The 13th division will handle investigation: 416-808-1300

Positive I think

Regards, Julian

This is Exhibit "Z"

To the Affidavit of

JULIAN DEVANTE

Discussion with Wayne

Subject: Discussion with Wayne

From: David Appleby <djappleby@gmail.com>

Date: 5/29/2014 11:49 PM

To: Anthony Campbell <antcamp5@aol.com>, Deborah Flattery <deborahflattery@mac.com>, Julian

DeVante < j.devante@synthionenergy.com>

Dear all.

Wayne has been in contact with me via Skype (on his wife's account) and this is the conversation:

[29/05/2014 13:25:20] Tinah k M: good afternoon David. [29/05/2014 13:34:07] David Appleby: Hi Wayne, how are you? [29/05/2014 13:34:34] David Appleby: I have to do something for the next 30 minutes but can come back to you after. [29/05/2014 13:43:58] Tinah k M: no problem [29/05/2014 14:33:00] David Appleby: hi [29/05/2014 14:33:03] David Appleby: sorry about that [29/05/2014 14:33:24] David Appleby: how is everything? [01:17:54] Tinah k M: no problem, things are ok, been dealing wtih immigration issue unexpectedly this pass week. [01:19:32] Tinah k M: just wondering on Howards position. I dont want to start talks with other investors before getting a sense on his level of interest. [07:31:20] David Appleby: Hi, Howard is still very interested and is going to organise for one of his analysts to get in touch with someone early next week. However, I prefer if discussions about investment are passed through Deb to keep the contact chain intact if that's ok.

Any advice on handling further questions would be appreciated.

Best, David

1 of 1 10/27/2015 6:18 PM

This is Exhibit "AA" To the Affidavit of JULIAN DEVANTE

000040



Corporate Meeting Minutes

("Synthion Energy")

MINUTES OF A MEETING: Emergency Shareholder Meeting – Synthion Energy Inc. held on June 4th of 2014, at 12pm PST in Diamond Bar California via Conference Call

INVITED

Wayne Berry: Notified via postal Mail & Ernail on May 31st, 2014 Arnold Beckerman: Notified via postal Mail & Email on May 31st, 2014 Itilian DeVante

PRESENT

Julian DeVante

MOTION

Motion to remove Wayne Berry and Arnold Beckerman from Synthion Energy for misconduct and inappropriate actions

DETAIL

Direct evidence has come to our attention that Wayne Berry and Arnold Beckerman have engaged in numerous policy breaches, misconduct and outright subversion.

- Violated Synthion's corporate communication policy on data and information security
- Illegally issued NDA's on Synthlon's behalf, most were not filled out or signed, none were authorized. As such, our sensitive corporate & technology information is put at severe risk.
- Engaged in secret communications regarding Synthion and our confidential technology
- Secretly made promises to potential investors to illegally raise funds on behalf of themselves.
 Illegally stole sensitive and confidential materials directly relating to the Patents.
- illegally stole sensitive and confidential materials directly relating to the Patents.
 Directly attempted to ascertain the propriety materials used in my confidential patents.

RESOLUTION

Motion Carries

It is resolved that Wayne Berry and Arnold Beckerman are formally removed from Synthion Energy as Directors although they were never elected as Directors - Notice to be made via Mail and Email.

NOTES

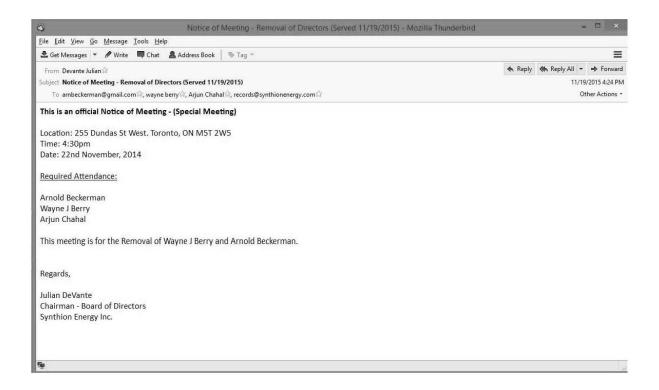
Wayne Berry & Arnold Beckerman were never elected Directors. Refuse to follow the directorship process and sign the required documents.

No share/stock-certificates were ever issued to Wayne Berry or Arnold Beckerman

Signed:

Dated: Juny 1 /2014

This is Exhibit "BB" To the Affidavit of JULIAN DEVANTE



Re: meeting

Subject: Re: meeting From: Julian DeVante < j.devante@synthionenergy.com> Date: 11/19/2015 3:59 PM To: John Maciek < John. Maciek@torontopolice.on.ca> Thanks John. I am replacing that phone this weekend. My apologies. Regards, Julian On 11/19/2015 1:47 PM, John Maciek wrote: Your phone kept cutting off and going into music I don't see any reason why not. ----Original Message----From: Julian DeVante [mailto:j.devante@synthionenergy.com] Sent: Thursday November 19, 2015 1:31 PM To: John Maciek Subject: Re: meeting I kept getting cut off. My apologies. Please met me know if I can serve the 2 individuals t the Station Regards, Julian This e-mail (including any attachments) may contain PRIVILEGED and CONFIDENTIAL INFORMATION only for use of the Addressee(s). If you are not the intended recipient of this e-mail or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this e-mail is strictly prohibited. If you have received this e- mail in error, please immediately notify me by telephone or e-mail to arrange for the return or destruction of this document. Thank you.

1 of 1 11/17/2022 2:05 PM

From: Julian DeVante <i.devante@synthionenergy.com>

To: arnbeckerman@gmail.com; waynejberry@yahoo.ca; Arjun Chahal arnbeckerman@gmail.com; waynejberry@yahoo.ca; Arjun Chahal arnbeckerman@gmail.com; waynejberry@yahoo.ca; Arjun Chahal arnbeckerman@gmail.com; records@synthionenergy.com

Sent: Thursday, November 19, 2015 4:24 PM

Subject: Notice of Meeting - Removal of Directors (Served 11/19/2015)

This is an official Notice of Meeting - (Special Meeting)

Location: 255 Dundas St West. Toronto, ON M5T 2W5

Time: 4:30pm

Date: 22nd November, 2014

Required Attendance:

Arnold Beckerman Wayne J Berry Arjun Chahal

This meeting is for the Removal of Wayne J Berry and Arnold Beckerman.

Regards,

Julian DeVante Chairman - Board of Directors Synthion Energy Inc.

2 of 2 11/17/2022 2:14 AM

Subject: Fwd: Re: Notice of Meeting - Removal of Directors (Served 11/19/2015)

From: Julian DeVante < j.devante@synthionenergy.com>

Date: 11/19/2015 7:30 PM

To: Arjun Chahal <a.chahal@synthionenergy.com>

----- Forwarded Message ------

Subject:Re: Notice of Meeting - Removal of Directors (Served 11/19/2015)

Date: Thu, 19 Nov 2015 19:22:48 -0500

From:Julian DeVante < j.devante@synthionenergy.com>

To:wayne berry waynejberry@yahoo.ca, Alan B. Dryer adryer@shermanbrown.com, Arnold Beckerman arnbeckerman@gmail.com

Be aware that nothing has been seized and I am Majority Share holder in Synthion Energy Inc. I am also Chair and a Director as you were legally removed before calling any meeting; as such the meeting for

November 22nd still stands and yourself and Beckerman is to attend.

This is my final notice and final warning.

+Julian DeVante Chairman Board of Directors Synthion Energy Inc.

On 11/19/2015 6:12 PM, wayne berry wrote:

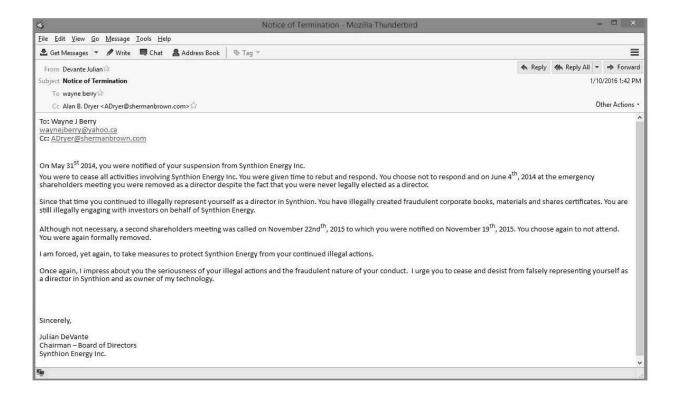
You are to correspond only through our lawyer

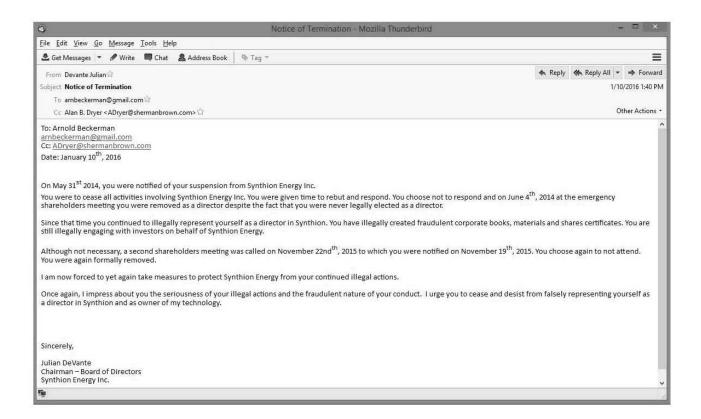
As you are aware, Arjun is not a Director and neither are you. I know you are aware by evidence you submitted to the courts. Also, you are fully aware that the sheriff seized your interest in Synthion Energy Inc 2 months ago. Hence you do not have the authority to call a meeting or represent Synthion Energy in any fashion.

Consider this a formal warning and demand that you immediately refrain from falsely representing your self as a representative in any capacity of Synthion Energy. Failure to do so may result in further legal action against you.

Wayne Berry Chairperson Synthion Energy Inc

1 of 2 11/17/2022 2:14 AM





This is Exhibit "CC" To the Affidavit of JULIAN DEVANTE

*

Industry Canada Industrie Canada

2014-06-16

276

Corporations Canada 9th floor, Jean Edmonds Towers South 365 Laurier Avenue West Ottawa, Ontario K1A 0C8

Corporations Canada 9e étage, Tour Jean-Edmonds sud 365, avenue Laurier ouest Ottawa (Ontario) K1A 0C8

Corporation Number:

Numéro de société :

815081-8

Request Received:

Date de réception de la demande :

2014-06-15

Request ID:

Numéro de la demande :

6932525

Your Reference: Votre référence:

Please find attached the Certificate of Dissolution issued under the Canada Business Corporations Act (CBCA) for Synthion Energy INC. Please ensure that it is kept with the corporate records.

Please note that you are required to notify Corporations Canada in writing if the information regarding the person who has been granted custody of the documents and records of the corporation changes within the next six years.

The issuance of this certificate will be listed in Corporations Canada's online Monthly Transactions report. You can access the report on the Corporations Canada website.

If you require additional information, please contact Corporations Canada.

Vous trouverez ci-joint le **certificat de dissolution** émis en vertu de la *Loi canadienne sur les sociétés* par actions (LCSA) relativement à **Synthion Energy INC.** Veuillez vous assurer de le conserver avec les livres de la société.

Veuillez noter que si l'information concernant la personne qui s'est vu confier la garde des livres et des documents change au cours des six prochaines années, vous devez aviser Corporations Canada par écrit de ces changements.

L'émission de ce certificat sera également rapportée dans notre prochain rapport mensuel de transactions. Vous pouvez consulter le rapport dans le site Web de Corporations Canada.

Si vous avez besoin de plus d'information, veuillez communiquer avec Corporations Canada.





Certificate of Dissolution

Certificat de dissolution

Canada Business Corporations Act

Loi canadienne sur les sociétés par actions

Synthion Energy INC.

Corporate name / Dénomination sociale

815081-8

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation is dissolved pursuant to section 210 (1) of the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée est dissoute conformément à l'article 210(1) de la Loi canadienne sur les sociétés par actions.

Virginie Ethier

Virginie Ethies

Director / Directeur

2014-06-15

Date of Dissolution (YYYY-MM-DD)
Date de dissolution (AAAA-MM-JJ)

Canadä

Safety Notice:

The following individuals are not directors of Synthion Energy Inc. They were legally removed for theft and fraud. Beware they are utilizing fradulent Synthion shares certificates.

- * Wayne Berry (Wayne J Berry) Link
- * Arnold Beckerman

If you have information regarding these individuals (in relation to Synthion Energy Inc); please contacts us at info@synthionenergy.com

This is Exhibit "DD" To the Affidavit of JULIAN DEVANTE

From: Wayne Berry [mailto:waynejberry@yahoo.ca] Sent: July-21-14 9:47 AM

To: Hunter, Chris

Subject: Re: FW: Authorization Synthlon

I'm open to talk as discussed. However we are already in talks with dimora on a license deal and have a tentative agreement as of yesterday.

Norton Rose Fulbright Canada LLP I S.E.N.C.R.L., etc. Royal Bank Plaza, South Tower, Suite 3800 200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada T: +1 416.215.1906 | F: +1 416.216.3930

NORTON ROSE FULBRIGHT

On Jul 21, 2014 9:31 AM, "Hunter, Chris" < Chris. Hunter@nortonrosefulbright.com> wrote: Wayne,

Further to our discussions about reconciliation, the following is an email from Loudon Owen. We agree that reconciliation is worth pursuing.

This is consistent with what we have previously discussed with you. Loudon additionally asks you not solicit business or otherwise attempt to bind the company until you have all talked (Julian will agree to cease such activity as well). I think that this makes sense, and it is not clear that developing business at this stage should be done before a scaled working model has been developed.

Please confirm that you still agree with this concept, and I will let Loudon know. If you would like to set up a call to discuss first, please let me know.

Regards,

Chris

Christopher N. Hunter Partner, Lawyer, Patent Agent, Trade-mark Agent

T: 419.216.1906 A: 416.216.2951 (applicant) : F: 419.216.3930 H: 416.925.9462 C: 647.244.9150

Norton Rose Fulbright Canada ILP/ S.E.N.C.R.L. S.I.I. Royal Bank Plaza, South Tower, Suite 3800 200 Bey Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada T. +1 416.216.1906 | F: +1 416.216.3930 Chris Hunter@nortonrosefulbright.com

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PRESS ROOM
DiMora Project Sunsource to Launch in Vietnam

Letters of Intent Signed

FOR IMMEDIATE RELEASE Media Contact: Marie Duffy media@famousresident.com 323-451-1868 www.dimoramotorcar.com.com

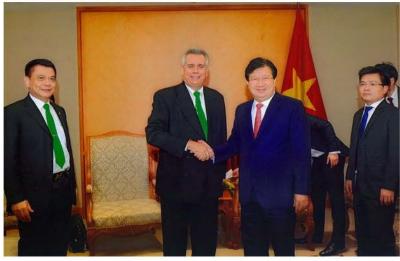


DiMora Project Sunsource to Launch in Vietnam Letters of Intent Signed with Vietnamese Partner and Provincial Government

Palm Springs, California – March 29, 2017 – DiMora Enterprises, LLC has accelerated its plan to develop and manufacture fully electric automobiles as confirmed through letters of intent with Vietnamese partner and customer, Mai Linh Group and a Memorandum of Understanding with the Thanh Hoa Provincial Government.

The new DiMora Vietnam subsidiary of DiMora Enterprises, LLC will introduce all-electric vehicles manufactured from a facility tentatively to be located in Thanh Hoa Province.

The planned DiMora automobile manufacturing facility will be capable of up to 30,000 vehicles annually for distribution initially into the Methamese market, with expansion slated into the ASEAN region and beyond over time.

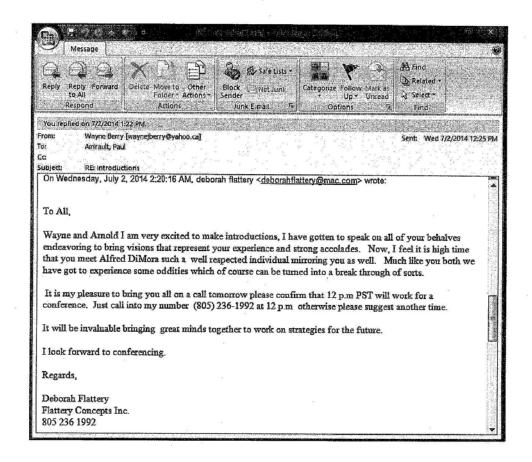


Sir Alfred J. DiMora Meets with Deputy Prime Minister Trinh Dinh Dung in Hanoi

The first of DiMors's electric vahides will be distributed by the Mail Linh. Crown in order to start replacing their describered

Copyright @ 2017 DiMora Motorcar™

000053



This is Exhibit "EE" To the Affidavit of JULIAN DEVANTE

From: To: deborah flattery Julian Fwd: FYI

Subject: Date:

June-21-14 5:49:32 PM

Sent from my iPhone

Begin forwarded message:

From: wayne berry <<u>waynejberry@yahoo.ca</u>>
Date: June 21, 2014 at 2:47:30 PM PDT
To: deborah flattery <<u>deborahflattery@mac.com</u>>

Subject: Re: FYI

Reply-To: wayne berry <waynejberry@yahoo.ca>

HI Deb,

update as promised

Anthony indicated they were interested in underwriting the deal but with other investors as a consortium. we said that was fine, as long as only one serves as speaker for the consortium. we also agreed to a live demonstration which would include a prototype and making a battery on the spot. David, Anthony, Howard and his analyst would be in attendance, my guess is you would also want to attend if your available. We are targeting a date before July 9th as Arnold is off to the Philippians for 3 weeks. Its going to be a tight deadline with all that is going on but we will do our best to make it happen. We ask Anthony to get something in writing to act as a framework for moving forward. Arnold is trying to find the time to head down to meet up with Julian and get things back on track and find out whats going on. If your in his area, perhaps you can check in on him.

let me know if there is anything you need.

cheers

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Friday, June 20, 2014 10:28:17 PM, Wayne Berry <waynejberry@yahoo.ca> wrote:

Crazy for me to....family beach day plus neighbors kids. I'll send u an update tomorrow. On Jun 20, 2014 7:20 PM, deborah flattery < deborahflattery@mac.com> wrote:

No update yet

Sent from my iPhone

This is Exhibit "FF" To the Affidavit of JULIAN DEVANTE

Minutes to Meeting Date: July 11, 2014 Time: 11am EST Location: 421 Spadina,

Attendance:

Wayne Berry: Yes Arnold Beckerman: Yes Julian DeVante: No Arjun Chahal: No

Time Started: 11:00

Meeting called to Order

Motion to remove Julian and Arjun as directors and officers

Motion adopted

Motion to create additional classes of shares, B for debt, non voting, C preferred with full voting rights, with 10 to 1 voting ratio against class A which is maintained by issuing 10 class C shares for every 1 class A shares issued, D shares are for employees and are non voting

Motion adopted

Motion to change registered corporate address to NRF

Motion adopted

Motion to move forward with legal action against Julian, Arjun and GES

Motion adopted

Motion agreeing to allow Wayne and Arnold to immediately subscribe Class C shares in order to stabilize the company. Amount issued to be determined after consulting with corporate legal counsel to determine amount of class A issued.

Motion adopted

Motion to appoint accounting firm.

Motion adopted

Motion to create a new bank account, RBC

Motion adopted Meeting Adjourned

Time Ended: 11:15

From: Sent:

wayne berry [waynejberry@yahoo.ca] Friday, July 11, 2014 9:19 AM Amirault, Paul; Hunter, Chris; Arnold Beckerman; waynejberry@yahoo.ca To:

Subject: meeting minutes Attachments: meeting minutes.doc

HI Paul,

enclosed our the minutes to the meeting held today.

Of course Julian did not attend.

It is our intent to send a letter to Julian on Monday informing him that he has been removed and that he is to return all of Synthions property, which includes 1,700 in stainless steel, 2 multi-meter and chemicals. Plus that he turns over Synthions domain name, website and emails.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

This is Exhibit "GG" To the Affidavit of JULIAN DEVANTE

Court File No. CV-14-10751-00CL

wayne berry [waynejberry@yahoo.ca] Friday, July 11, 2014 12:58 PM Amirault, Paul From: Sent:

Subject: Re: meeting minutes

sounds great, let me know what time

cheers

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Friday, July 11, 2014 12:21:53 PM, "Amirault, Paul" < Paul Amirault@nortonrosefulbright.com > wrote:

Ok again I suggest we discuss what you can and cannot do and what you should and should not do before you send any letters. I will be available Monday to do so.

On Jul 11, 2014, at 12:18 PM, "wayne berry" <weenlerry@yahoo.ca > wrote:

enclosed our the minutes to the meeting held today.

Of course Julian did not attend.

It is our intent to send a letter to Julian on Monday informing him that he has been removed and that he is to return all of Synthions property, which includes 1,700 in stainless steel, 2 multi-meter and chemicals. Plus that he turns over Synthions domain name, website and emails.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543 <meeting minutes.doc> Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l. 45 O'Connor Street, Suite 1500, Ottawa, ON K1P 1A4, Canada T: +1 613,780,8601 | F: +1 613,230,5459 Paul.Amirault@nortonrosefulbright.com

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Global regulation and investigations group - providing global connectivity across jurisdictions, industry sectors and

regulatory fronts <u>Équipe mondiale Réglementation et enquêtes</u> — une approche interreliée à l'échelle mondiale, peu importe le pays, le

200

This is Exhibit "HH" To the Affidavit of JULIAN DEVANTE

Court File No. CV-14-10751-00CL

RE: Synthion

Regards,

Julian DeVante Chair Synthion Energy 647.854.7985

On 9/15/2014 10:40 AM, Amirault, Paul wrote:

Thanks Julian. I am not sure what Wayne and Arnold plan to do going forward. I will let you know if they or their lawyer gets in touch about next steps. Let us know if you hear anything or would like to discuss or would like to be introduced to independent counsel.

Regards,

Paul

Paul Amirault

Partner
Associé
Norton Rose Fulbright Canada LLP/S.E.N.C.R.L. \$1,1
45 O'Connor Street, Suite 1500, Ottawa, ON K1P 1A4, Canada T: +1 613,780,8801 | F: +1 613,230,5459
Paul Amirault@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

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2 of 2 11/10/2015 3:26 AM

205

This is Exhibit "II"

To the Affidavit of

JULIAN DEVANTE

Alan B. Dryer

From:

wayne berry <waynejberry@yahoo.ca>

Sent:

September-02-14 5:46 PM

To:

adryer@shermanbrown.com Fw: GES investment summary

Subject: Attachments:

GESC_Investor_summary_v2 (1).pdf

this is the mirrored copy Julian was using to raise capital, note, its word for word, just synthion energy switched to GES, the story is the same and thus false.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Friday, July 11, 2014 10:27:10 PM, wayne berry < wayne|berry@yahoo.ca> wrote:

This is the investment summary I was referring to.

Sorry for the delay, I just got home.

I was going to forward the email chains, but thats to much work to do right now (requires me to read them all). So I will send some that are direct for now. You will see why Arnold and I are concerned. The proposals put forth show Arnold and I at 0%. It seems clear to us that we were cut out starting mid May. There is even one that includes a skype conversation between David and I dated May 29th that was copied to Julian.

You will see why in order to move forward we need to clean the state. From all the emails we have, there was a lot of back deals in the works. You, David and Deb, one that was just you and Dave, one that was only Deb. What was consistent was Arnold and I were out of the loop and out of the investment despite the fact we were the one paying all the cost including Julians and Arjuns salary until June 17th, when we finally cut them off. The \$6000 plan and summary ends up verbatim as GESs plan. We know that Julian was using an @globalenergystoragecorp.com email before the end of May.

In order to work together, there needs to be a level of trust and good faith. We are prepared to work with people, but people need to be fully transparent, ideally without our having to prod it out of them to create trust, clear the state for a fresh start and show good faith(hence the requirement for shares to be purchased)

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

This is Exhibit "JJ" To the Affidavit of JULIAN DEVANTE

From: wayne berry [waynejberry@yahoo.ca]
Sent: Wednesday, July 2, 2014 11:09 AM

To: Amirault, Paul synthion articles

Do we have anything that shows synthions share authorization, shareholders ledger so we can see how many shares have been issued and to whom, as well as the share classes and rights?

I noted in the agreement there is a reference to him and arjun owning Class A shares, it would be great if another class can be created to provide control so we can stabilize the company. Even if Julian didnt like it, he would have to fight it to change it later. My guess is if we file a lawsuit against him, arjun and GES, he would be to busy (thats if he fights back and that is highly doubtful given what we know of him) dealing with those lawsuits to deal with anything else.

Our thinking is, once he and arjun are served with the lawsuits, they will comply with just about anything we offer. Julian caves under legal pressure every time; he is terrified of the court room.

on a different note, on form 15, it says that any outstanding annual returns for the last 2 years must be filed. Do we know if any annual returns are outstanding?

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

This is Exhibit "KK" To the Affidavit of JULIAN DEVANTE

From: Arnold Beckerman [arnbeckerman@gmail.com]

Sent: Thursday, July 31, 2014 11:29 AM
To: Hunter, Chris; Amirault, Paul; Wayne Berry

Subject: Synthion Energy

Gentlemen, as I have just returned from an overseas trip of 3 weeks, and in conversation with Wayne I have discovered, that what was agreed to at our last meeting ... approximately one month ago and for which you asked for and received monies, has not yet to our knowledge been completed. NRF works for Synthion Energy...not Julian Devante or Wayne Berry, or Arnold Beckerman. NRF was hired and paid for by Synthion Energy, which I personally funded. With the founders agreement in place, we moved forward and put the provisional patents in place in the name of Synthion. The agreement, which was drawn by NRF spells out all the details. When Julian, unbeknowst to us tried an end run and collapsed the company...while incorporating a new company in the USA... NRF advised us that they would reinstate the company which was done. Following the reinstatement, Chris said that he would file a claim against the patent, and we, (Wayne and Arnold) would have a directors meeting to remove Julian and Arjun, and conduct other business of the Corporation. After providing notice prior to the meeting as required by law, a copy of which you received...the meeting was held, and both Wayne and myself are now the directors. As directors, we have a fiduciary responsibility to the Corporation, and are trying to move the Company forward. We have several high profile individuals lined up to become involved, and require that you can confirm a claim has been filed against the patents, as well as a copy of the patents. We are not altogether certain that the technology works as indicated by Julian...as he did say on several occasions that he left a few items or processes out. But since he is either or both a liar and/or bipolar, this remains a concern for all parties. The persons we have had conversations with realize that we are providing only an opportunity which they may or may not be able to build on, or marry to some similar technology to refile new patents in the event the technology doesn't work. Since time has passed, and time is of the essence, we need an answer and immediate action on your part. Please confirm in writing that you have "filed the claim", and that we as directors and officers are entitled to a copy of the provisional patents as previously discussed and agreed to. I'm sorry that this has turned out to be such a mess, but obviously it has. Please help us to remedy the situation as soon as possible. Kindest regards, Arnold (P.S.) there is a movie you should see starring Matt Damon ... 'The Informant' It might provide a few insights.

This is Exhibit "LL" To the Affidavit of JULIAN DEVANTE

09/08/2014 (

07:50

S,B,D,K,G,L → 9P16139414803P55

Received / reçue 2014-09-08

Industry Industrie Canada Canada

Canada Business Corporations Act (CBCA) FORM 6 CHANGES REGARDING DIRECTORS (Sections 106 and 113(1))

I - Corporate name				
ynthion Energy INC		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
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2 - Corporation number				
8 1 5 0 8 1 —	8			
- The following individuals	s are new members of the b	oard of directors		
First and last name	Address (must be	e a street address, a P.O. Box is not acceptable)	Cana Resid	dont Statt Date
/ayne Berry	2702-710 Humberwoo	od Blvd, Toronto, ON M9W 7J5	Yes.	
			yes	2014-01-10
32	Land Market Control of			
rnold Beckerman	400 Walmer Rd, Suite	408, Toronto, ON, M5P 2X7	Laconer -	
			yes	2014-01-10
		Alexandra	_	
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			L	
- The following individual	s are no longer members of	f the board of directors		24
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147				
- Change of address of di	rectors		182	(48)
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4				
	3 35.5 // 3.4.77			
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6 - Declaration				560
	nt knowledge of the corporation,	and that I am authorized to sign this form.		
		<u> </u>		WAY 198
	war and the same of the same o			
Signature:	SPECIAL SECTION SECTIO			
Print name: Wayne Berry	20 0 (200	Telephone	number:	416 606 8602

IC 3103E (2013/07) Page 1 of 2

Canad'ä

Corporations Canada

Innovation, Science and Innovation, Sciences et Economic Development Canada Développement économique Canada Corporations Canada

Received / Reçue 2017-06-02

Canada Business Corporations Act (CBCA) FORM 6 **CHANGES REGARDING DIRECTORS** (Sections 106 and 113(1))

1 - Corporate name		d ·				
Synthion Energy	INC.		~	9		
2 - Corporation numb	er					
0815081 - 8				8		
	iduals are new member	s of the b	poard of directors	2-2-4		
FIRST NAME	LAST NAME		ADDRESS (a P.O. Box is not	acceptable)	RESIDENT	Start Date
			5		CANADIAN Yes / No	(YYYY-MM-DD)
Julian	DeVante	146	Baroness Dr. Otta	wa ON K2G6S4	yes	2012-03-2
		7	11			
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l - The following indiv	riduals are no longer me	embers o	f the board of directors			L
F	IRST NAME		LAST	NAME		End Date (YYYY-MM-DD)
Wayne			Berry			2014-06-0
Arnold			Beckerman			2014-06-0
- Change of address	of directors		.00			
FIRST NAME	LAST NAME		NEW ADDRES	SS (a P.O. Box is not accep	ptable)	
6 - Declaration						
hereby certify that I ha	We relevant knowledge of	the corpo	pration, and that I am author	zed to sign this form		
Print name: Julian	DeVante			Telephone number:	(613)	843-8327
	nstitutes an offence and, on six months or to both (subsection)		conviction, a person is liable to) of the CBCA).	a fine not exceeding \$5	000 or to im	prisonment for a
SED-ISDE 3103E (2016/11) P					Ca	mada

Innovation, Science and Economic Development Canada Innovation, Sciences et Développement économique Canada

Received / Reçue 2017-06-02

Canada Business Corporations Act (CBCA) FORM 3 **CHANGE OF REGISTERED OFFICE ADDRESS** (Section 19)

1 - Corporate name	1			
Synthion Energy INC.		, A		
- Corporation number				
0815081 - 8	1	A AND THE STREET		
3 - If the registered office add	ress has changed, enter it here (must be a	street address; a P.O. Box is	not acceptabl	e)
lumber and street name: 146 B	aroness Dr			
City: Ottawa	Province or territory: Ontario	* 13	Postal code:	K2G 6S4
4 - If the additional address ha	as changed, enter it here			
Care of:				
Number and street name:	T T			
City:	Province or territory:		Postal code:	
				325
5 - Declaration				
AND THE STREET OF THE STREET STREET, STREET	ant knowledge of the corporation, and that I a	m authorized to sign this form		
Signature:			111	
Print name: Julian DeVant	e	Telephone number:	(613) 84	3-8327

ISED-ISDE 3420E (2016/11) Page 1 of 2

Canadä

Industry Industrie

Received / reçue 2014-09-25

Canada Business Corporations Act (CBCA) FORM 3 CHANGE OF REGISTERED OFFICE ADDRESS (Section 19)

1 - Corporate name		
Synthion Energy Inc.		
2 - Corporation number		
8,1,5,0,8,1,-,8		
3 - Address of registered office	(must be a street address, a P.O. Box is not acceptable)
Number and street name: 100 Kin	g St. West Suite 5700	r - Joseph Hanner, a faller - grand
City: Toronto	Province / Territory: Ontario	Postal Code: M5X 1C7
4 - Additional address		
Care of:		
Number and street name:		
City:	Province / Territory:	Postal Code:

I hereby certify that I have relevant knowledge of the corporation, and that I am authorize	ed to sign this form.		
Signature:			
Print name: Julian DeVante	Telephone number:	(647)	854-7985
Note: Misrepresentation constitutes an offence and, on summary conviction, a person is term not exceeding six months or to both (subsection 250(1) of the CBCA).	liable to a fine not exceeding \$5	5000 or to	imprisonment for

IC 3420E (2013/07) Page 1 of 2

Canadä



Industry Industrie Canada Canada

Form 3 Change of Registered Office Address

Canada Business Corporations Act (CBCA) (s. 19)

Formulaire 3 Changement d'adresse du siège social

Loi canadienne sur les sociétés par actions (LCSA) (art. 19)

Received Date (YYYY-MM-DD): 2014-09-22 Date de réception (AAAA-MM-JJ):

1	Corporate name	
	Dénomination sociale	
	Synthion Energy INC.	
2	Corporation number	
	Numéro de la société	
	815081-8	
	013001-0	
3	New registered office address	
	Nouvelle adresse du siège social	
	2702-710 Humberwood Blvd	
	Toronto ON M9W 7J5	
	TOTOTILO OIN IVISVV 735	
4	Additional address	
	Autre adresse	

Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.

Déclaration: J'atteste que je possède une connaissance suffisante de la société et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par wayne berry wayne berry 4166068602

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



IC 3420 (2008/04)

Industry Industrie Canada Canada

Canada Business Corporations Act (CBCA) FORM 3 CHANGE OF REGISTERED OFFICE ADDRESS (Section 19)

Received / reçue 2014-09-09

1 - Corporate name		
Synthion Energy Inc.		
2 - Corporation number		
8,1,5,0,8,1,-,8		
3 - Address of registered office	(must be a street address, a P.O. Box is not acceptable)	
Number and street name: 100 Ki	ng St. West Suite 5700	
City: Toronto	Province/Territory: Ontario	Postal Code: M5X 1C7
4 - Additional address		
Care of:		
Number and street name:		
City:	Province / Territory:	Postal Code:

hereby certif	fy that I have relevant knowledge of the corporation, and that I am authorized to sign this	s form.		
Signature:	Tut			
Print name:	Julian DeVante	elephone number:	(647)	854-7985

IC 3420E (2013/07) Page 1 of 2

Canadä



Innovation, Sciences et Développement économique Canada Corporations Canada

Print Received / Reçue 2017-04-09

Canada Business Corporations Act (CBCA) FORM 3 **CHANGE OF REGISTERED OFFICE ADDRESS** (Section 19)

1 - Corporate name		
Synthion Energy Inc		
2 - Corporation number		
815081 - 8		
3 - If the registered office a	ddress has changed, enter it here (must be a street addre	ss; a P.O. Box is not acceptable)
Number and street name: 400	Walmer Road, Suite 408	August .
City: Toronto	Province or territory: Ontario	Postal code: M5P2X7
4 - If the additional address	has changed, enter it here	
Care of: Arnold Beckerm	an	
	Walmer Road, Suite 408	
City: Toronto	Province or territory: Ontario	Postal code: M5P2X7
Please Note:	we would also like to e	obtain a
1	correction her	

5 - Declaration	
I hereby certify that I have relevant knowledge of the corpo	ration, and that I am authorized to sign this form.
Signature:	
Print name: Wayne Berry	Telephone number: 416 606 8602
Note: Misrepresentation constitutes an offence and, on summary term not exceeding six months or to both (subsection 250(1	conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment) of the CBCA).



Canada Business Corporations Act (CBCA) (s. 19)

Change of Registered Office Address Form 3

Loi canadienne sur les sociétés par actions (LCSA) (art. 19)

Changement d'adresse du siège social Formulaire 3

Received Date (YYYY-MM-DD): 2017-06-10 Date de réception (AAAA-MM-JJ):

1	Corporate name Dénomination sociale Synthion Energy INC.
2	Corporation number Numéro de la société 815081-8
3	New registered office address Nouvelle adresse du siège social 408 - 400 Walmer Road Toronto ON M5P 2X7
4	Additional address Autre adresse

5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form. Déclaration : J'atteste que je possède une connaissance suffisante de la société et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par wayne berry wayne berry

4166068602

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

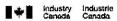
You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.



IC 3420 (2008/04)

JUL-16-2014 11:38



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Canada Business Corporations Act (CBCA) FORM 3 CHANGE OF REGISTERED OFFICE ADDRESS (Section 19)

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1 - Corporate name	9-3- SPA (SPA (SPA (SPA (SPA (SPA (SPA (SPA		
Synthion Energy INC			
2 - Corporation number			
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3 - Address of registered office	(must be a street address, a P.O. Box is not ac	cceptable)	
Number and street name: 2702-73	.0 Humberwood Blvd	20 202	
City: Toronto	Province / Territory: Ontario	Postal Code	:
4 - Additional address		2 2	-8 1 1
Care of:		Sec. 2840-95 25 40	
Number and street name;			
City:	Province / Territory:	Postal Code	:
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thorized to sign this form.	
	- 19 10 - 10 - 10 -
Telephone number:	4166068602
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	Canad
	son is liable to a fine not exceeding \$50

This is Exhibit "MM" To the Affidavit of JULIAN DEVANTE

10358 (0313)

Customer's Record of Draft Purchased

The Toronto-Dominion Bank

69035819

194

Forest Hill Village 443 Spadina Road Toronto, ON M5P 2W3 DATE

2014-02-27

Transit-Serial No.

507-69035819

Pay to the JULIAN DE VANTE

*****5,000.00

Authorized signature required for amounts over CAD \$5,000.00

The Toronto-Dominion Bank

Toronto, Ontario Canada M5K 1A2

Authorized Officer

Number

Countersigned

Receipt Only - Non Negotiable

Please retain for presentation in event Original lost

Customer's Record of Draft Purchased

The Toronto-Dominion Bank

DATE

69036207 2014-04-14

Forest Hill Village 443 Spadina Road Toronto, ON M5P 2W3

10358 (0313)

Transit-Serial No.

507-69036207

Pay to the Wayne Berry

*****2,500.00

YYYYMMDD

Authorized signature required for amounts over CAD \$5,000.00

The Toronto-Dominion Bank Toronto, Ontario Canada M5K 1A2

Authorized Officer

Page: 209

Receipt Only - Non Negotiable

Please retain for presentation in event Original lost

Customer's Record of Draft Purchased

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The Toronto-Dominion Bank			6903576	1 19
Forest Hill Village 443 Spadina Road	DATE		2014-02-19 YYYYMMDD	
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Please retain for presentation in event Original lost

Receipt Only - Non Negotiable

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Pay to the Arjun Chahal Order of		\$ *****2,500.00
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The Toronto-Dominion Bank Toronto, Ontario	Countersigned	
Canada M5K 1A2	Countersigned	

Please retain for presentation in event Original lost

Receipt Only - Non Negotiable

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10358 (0313)

The Toronto-Dominion Bank

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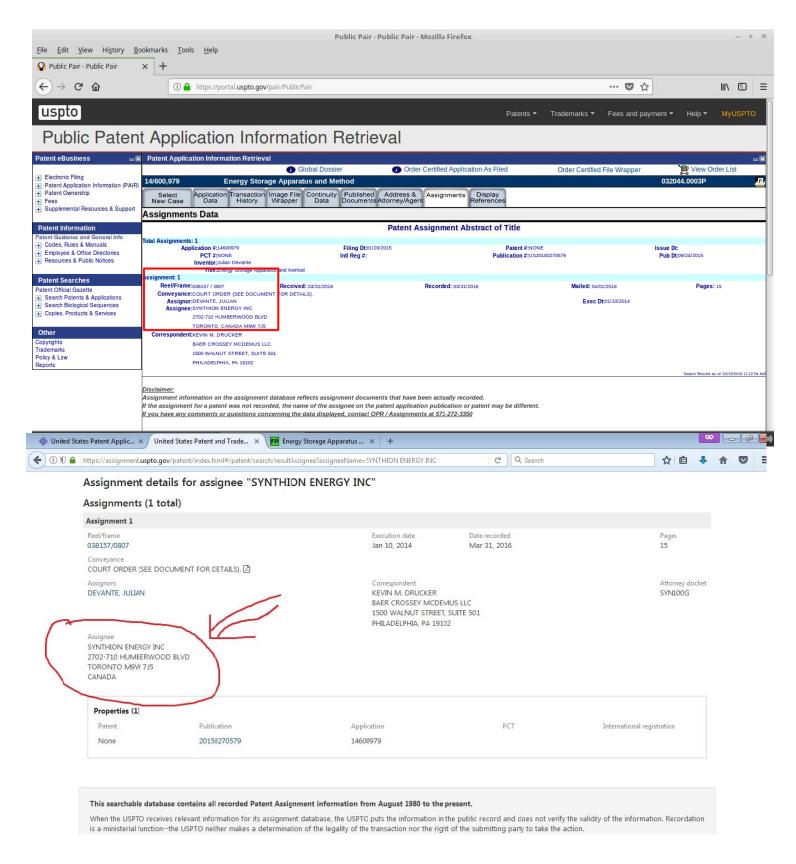
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Toronto, ON MSP 2003	Transit-Serial No.	507-69	035617	
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THREE THOUSAND**************	*******	0/100 C	anadian Dollars	
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Toronto, Ontario Canada M5K 1A2	Countersigned			
Receipt Only - Non Negotiable	Please retain for presentation in event Or	iginal lost		
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10358 (0313)	Customer's Record of Draft Purchased			
The Toronto-Dominion Bank			69036457	
Forest Hill Village 443 Spadina Road	DATE	2	014-05-15 YYYMMDD	
Toronto, ON M5P 2W3	Transit-Serial No.	507-69	9036457	
Pay to the Order of WAYNE BERRY		\$_	*****2,500.00	
TWO THOUSAND FIVE HUNDRED****************************** Authorized signature required for amounts over CAD \$5,000.00	***********	00/100	Canadian Dollars	
The Toronto-Dominion Bank	Authorized Officer		Number	
Toronto, Ontario Canada M5K 1A2	Countersigned			

Please retain for presentation in event Original lost

Receipt Only - Non Negotiable

The Toronto-Dominion Bank			7118780	03
THE TOTOTICO-DOMINION BATIK			2014-06-18	201
443 Spadina Road Toronto. ON MSP 2W3	DATE		2014-06-16 YYYYMMD0	
	Transit-Serial No.	507-	71187808	
Pay to the Wayne Berry Order of		\$_	*****2,50	0.00
TWO THOUSAND FIVE HUNDRED**********	*******	0/100	_Canadian D	ollars
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The Toronto-Dominion Bank Toronto, Ontario Canada M5K 1A2				
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Pay to the Wayne Berry Order of		\$	*****2,50	00.00
TWO THOUSAND FIVE HUNDRED********************************	***********	00/100	Canadian D	ollars
Re The Toronto-Dominion Bank	Authorized Officer		ī	Number
Toronto, Ontario Canada M5K 1A2	Countersigned			
Receipt Only - Non Negotiable	Please retain for presentation in event O	riginal los	ŧ	

This is Exhibit "NN" To the Affidavit of JULIAN DEVANTE



This is Exhibit "OO" To the Affidavit of JULIAN DEVANTE

503762711 03/31/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3809358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	COURT ORDER

CONVEYING PARTY DATA

Name	Execution Date
JULIAN DEVANTE	01/10/2014

RECEIVING PARTY DATA

Name:	SYNTHION ENERGY INC
Street Address:	2702-710 HUMBERWOOD BLVD
City:	TORONTO
State/Country:	CANADA
Postal Code:	M9W 7J5

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14600979	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: KDrucker@baercrossey.com

Correspondent Name: KEVIN M. DRUCKER

Address Line 1: BAER CROSSEY MCDEMUS LLC
Address Line 2: 1500 WALNUT STREET, SUITE 501
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	SYN100G
NAME OF SUBMITTER:	LOUISE MARTINO
SIGNATURE:	/Louise Martino/
DATE SIGNED:	03/31/2016

Total Attachments: 13

source=SYN100G_FoundersAgreement#page1.tif source=SYN100G_FoundersAgreement#page2.tif source=SYN100G_FoundersAgreement#page3.tif source=SYN100G_FoundersAgreement#page4.tif source=SYN100G_FoundersAgreement#page5.tif source=SYN100G_FoundersAgreement#page6.tif

> PATENT REEL: 038157 FRAME: 0807

503762711

This is Exhibit "PP" To the Affidavit of JULIAN DEVANTE

Synthion - report of Feb 18 motion and next steps

Subject: Synthion - report of Feb 18 motion and next steps

From: Jonathan Burshtein < jonathan@dblawyers.ca>

Date: 2/19/2015 5:59 PM

To: Julian DeVante < j.devante@synthionenergy.com > **CC:** Arjun Chahal < a.chahal@synthionenergy.com >

Julian,

Summary of Feb 18 motion

As you know, the Applicants' motion for an order allowing them to access and control the provisional patent application was scheduled for February 18.

Justice Segal called the parties to his chambers before the motion and asked Alan Dryer, the Applicants' lawyer, whether he wanted to proceed with the motion given that he was of the view that they did not meet the standard necessary to obtain interim injunctive relief (interim relief is an order of the court before full hearing or trial; injunctive relief is an order requiring or prohibiting a party from doing something). After half an hour or so on the phone with his clients, Alan advised that he would not be proceeding with the motion.

Justice Segal issued an order (attached) which provided the following:

- The matter is converted into an action this means a full trial will occur, rather than a hearing. The main difference between a hearing and a trial is that at the trial, witnesses will be examined in person.
- The parties are to return on March 2, 2015 for a conference before Justice Segal and are to advise the court (i) the witnesses to be heard at the trial; and (ii) the time limit for cross-examination and re-examination (at trial).
- During the March 2 conference, Justice Segal will also schedule any pre-trial motions (if necessary) and, if possible, the trial
- Costs specific to the Feb 18 motion are reserved for the trial judge as a separate matter.

Settlement

During the conference, Justice Segal advised that he was of the view that the central issue at trial would be whether you were entitled to terminate the agreement.

I am the view that it is unlikely that the applicant will be able to obtain relief such as compelling you to sell your shares to them, declaring that Synthion is the sole owner of the Technology, declaring that they are the sole directors of Synthion, etc. However, there is a chance they will be entitled to something, such as repayment of the loans or an order requiring that you or Synthion purchase their shares at fair market value.

Further to our discussion yesterday, you should consider whether you are willing to settle this matter and what would be an acceptable settlement for you. There are basically a few things you can do: (i) pay back amounts loaned to Synthion; (ii) purchase their shares of Synthion; or (iii) give them an interest in GESC. Please think this over and let's schedule a meeting or phone call for Monday or Tuesday next week.

Next Steps

- Julian see if there is a way to prove the emails were sent (may need to contact your email hosting provider)
- · Julian and Jon to discuss settlement (Monday or Tuesday next week)
- · Julian to advise who has direct knowledge of the events at issue (other than Arjun)
- Jon issue and serve the counter application (by Tuesday)
- · Jon discuss scheduling / settlement (if desirable) with Alan Dryer

Please let me know if you think anything else is needed at this time or if you have any questions.

1 of 2 8/25/2022 5:29 PM

This is Exhibit "QQ" To the Affidavit of JULIAN DEVANTE

April 29, 2015

BY COURIER & EMAIL

Sherman Brown Barristers & Solicitors 5075 Yonge Street, Suite 900 Toronto, ON M2N 6C6

Att: Alan B. Dryer

BY EMAIL

Norton Rose Fulbright Canada LLP 45 O'Connor Street, Suite 1500 Ottawa, ON K1P 1A4

Att: Tate E. McLeod

Dear Messrs. Dryer and McLeor:

Re: Beckerman v. Synthion

Court File No.: CV-14-10751-00CL

Our File No.: 11814

DAVIDZON BURSHTEIN LLP

Barristers and Solicitors

1120 Finch Ave. W., Suite 601 Toronto, ON M3J 3H7

F: +1 . 647 . 725 . 9991 dblawyers.ca

Jonathan Burshtein T: +1 . 647 . 725 . 9992 jonathan@dblawyers.ca

Please find attached the Responding Motion Record of DeVante and Chahal which is served on you.

Yours very truly,

Jonathan Burshtein

Encl.

ONTARIO SUPERIOR COURT OF JUSTICE – COMMERCIAL LIST

BETWEEN:

ARNOLD BECKERMAN and WAYNE BERRY

Applicants

- and -

SYNTHION ENERGY INC., NORTON ROSE FULBRIGHT CANADA LLP, JULIAN DEVANTE, and ARJUN CHAHAL

Respondents

APPLICATION UNDER Section 241 of the Canada Business Corporations Act

RESPONDING MOTION RECORD OF THE RESPONDENTS, JULIAN DEVANTE and ARJUN CHAHAL

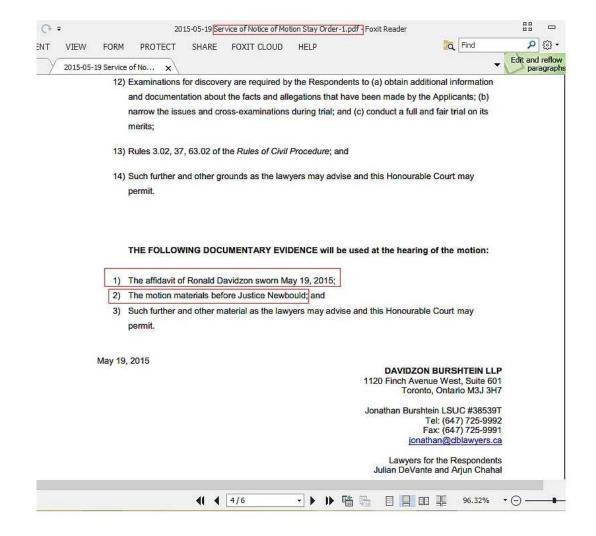
(Returnable May 1, 2015)

DAVIDZON BURSHTEIN LLP

1120 Finch Avenue West, Suite 601 Toronto, Ontario M3J 3H7

Jonathan Burshtein LSUC #38539T Tel: (647) 725-9992 Fax: (647) 725-9991

Lawyers for the Respondents Julian DeVante and Arjun Chahal





- 10) Section 19(1)(b) of the Courts of Justice Act, R.S.O. 1990, c. C.43;
- 11) Rules 61.03.1, 62.02 and 63.02 of the Rules of Civil Procedure; and
- Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

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

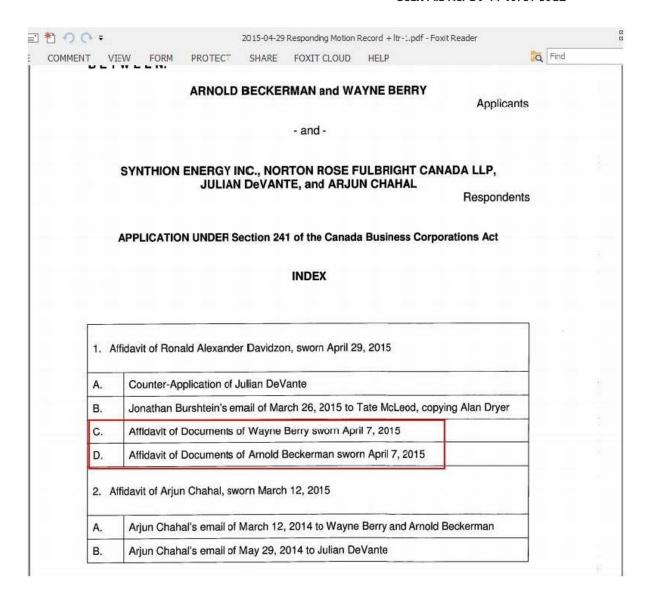
- 1) The Endorsement of Justice Newbould dated May 4, 2015;
- 2) The motion materials before Justice Newbould;
- Such further and other material as the lawyers may advise and this Honourable Court may permit.

May 15, 2015

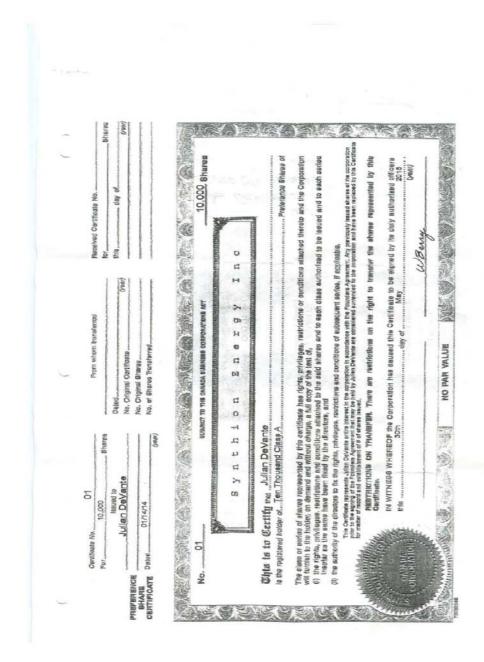
DAVIDZON BURSHTEIN LLP

1120 Finch Avenue West, Suite 601 Toronto, Ontario M3J 3H7

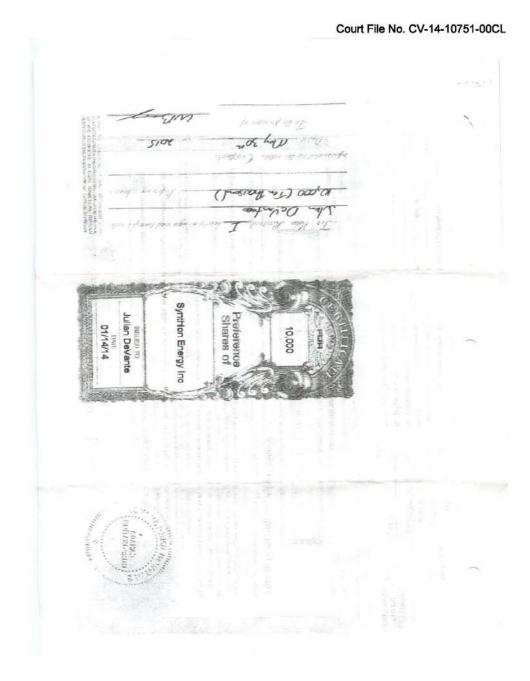
Jonathan Burshtein LSUC #38539T Tel: (647) 725-9992



This is Exhibit "RR" To the Affidavit of JULIAN DEVANTE

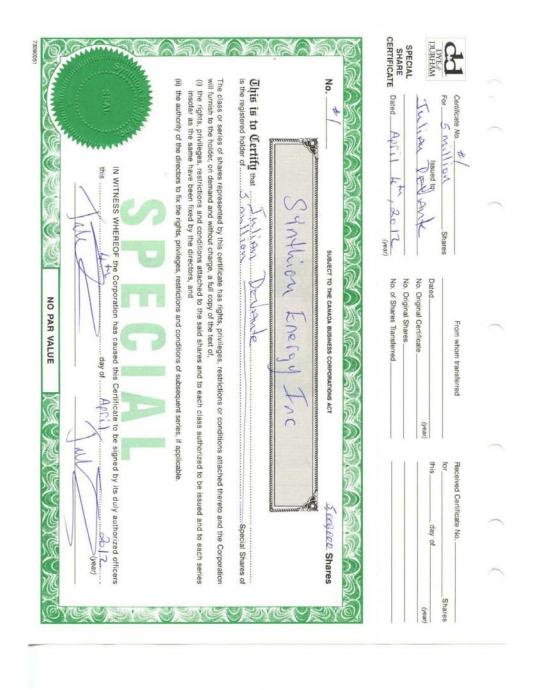


165



166

Court File Number: CV-14-10751-00CL



This is Exhibit "SS" To the Affidavit of JULIAN DEVANTE

October 9th, 2015

Julian DeVante 146 Baroness Dr Ottawa, ON K2G 6S4

Writ File: 15-4333-2 Court File: CV-14-10751-00CL

Regarding Certificate # 26844257-7761974B Dated: 2015-OCT-01

I am contesting this on several grounds:

- 1) The shares certificate is fake and fraudulent. No share certificate was ever issued to Wayne Berry or Arnold Beckerman.
- 2) The share Certificate seal is not the official Synthion Energy Inc Seal which resided with the owner and Chairman of Board of directors (Julian DeVante).
- 3) The information on the fraudulent share certificate is not correct. Synthion Energy Inc, as of April 2012 has 10 Million Shares that was granted to the owner, Julian DeVante. The stating that only 10, 000 existing in in Synthion Energy Inc is a complete fabrication.
- 4) Wayne Berry and Arnold Beckerman is trying to use a fake and fraudulent share certificate to illegally gain 100% ownership of Synthion Energy Inc. This is criminal and will be reported to the Toronto Police.
- 5) The fake and fraudulent share certicate make reference to the "Founders Agreement"; however, the founders agreement clearly states " No shareholder may, directly or indirectly sell, transfer, assign, pledge charge, mortagage or in any way dispose of or encumber any shares of the company, and the company may not issue any shares or grant any options or rights to purchase shares of the company, except with the consent od DeVante Chahal Beckerman, and Barry. –
- I, Julian DeVAnte, DO NOT CONSENT. Note: The founders agreement is attached for reference.

I will bring this matter to the court and I urge the Sheriff to halt the sale of this fraudulent and fake shares certificate based on the above.

Sincerele

Julian DeVante



This is Exhibit "TT" To the Affidavit of JULIAN DEVANTE

i	Date:	01-0ct-15			38
~	To:	JULIAN DEVANTE			•
	Address:	100 KING ST. WEST, SUITE 5700			
-		TORONTO, ONTARIO	M5X 1C7	,	
	Dear Sir/Madam	·			,
	Re: Creditor(s):	ARNOLD BECKERMAN AND W	AYNE BERRY		
_	Debtor(s):	JULIAN DEVANTE			
-	Writ File No.:	15-4333-2	Court File No.:	CV-14-10751-OOCL	
_	I have been ins	structed by SHERMAN , BROWN	LLP	•	
_		sale proceedings of your right, title	e, interest and equity of	redemption in the property municipa	illy known as
_	will proceed wi			er within ten (10) days of the aforen d pursuant to the Rules of Civil Proce	
_				nformation below). If you are succest receipt of written direction from the	
-	A copy of the V	Vrit of Seizure and Sale is attached	for your reference.	,	
ı	Yours truly,				
_					
j	A. W	one .			
		•			
	o: JULIAN DEV 100 KING S	ANTE T. WEST, SUITE 5700	TORONTO, ONTARIO	M5X 1C7	
	are aware th		erty maybe subject to sa	nterest in the above-mentioned prop lie, if he/she fails to remit the amoun	
K	C: SHERMAN,	BROWN LLP	ALAN DR	YER	
		E ST., SUITE 900	TORONTO, ONTARIO	M2N 6C6	
j	, (416) 222-0	344			
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This is Exhibit "UU" To the Affidavit of JULIAN DEVANTE

Minutes to Meeting Date: July 11, 2014 Time: 11am EST Location: 421 Spadina,

Attendance:

Wayne Berry: Yes Arnold Beckerman: Yes Julian DeVante: No Arjun Chahal: No

Time Started: 11:00

Meeting called to Order

Motion to remove Julian and Arjun as directors and officers

Motion adopted

Motion to create additional classes of shares, B for debt, non voting, C preferred with full voting rights, with 10 to 1 voting ratio against class A which is maintained by issuing 10 class C shares for every 1 class A shares issued, D shares are for employees and are non voting

Motion adopted

Motion to change registered corporate address to NRF

Motion adopted

Motion to move forward with legal action against Julian, Arjun and GES

Motion adopted

Motion agreeing to allow Wayne and Arnold to immediately subscribe Class C shares in order to stabilize the company. Amount issued to be determined after consulting with corporate legal counsel to determine amount of class A issued.

Motion adopted

Motion to appoint accounting firm.

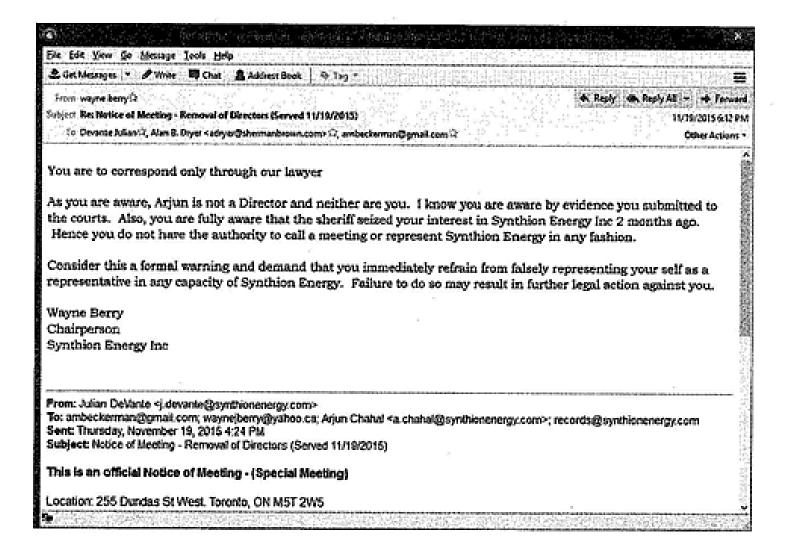
Motion adopted

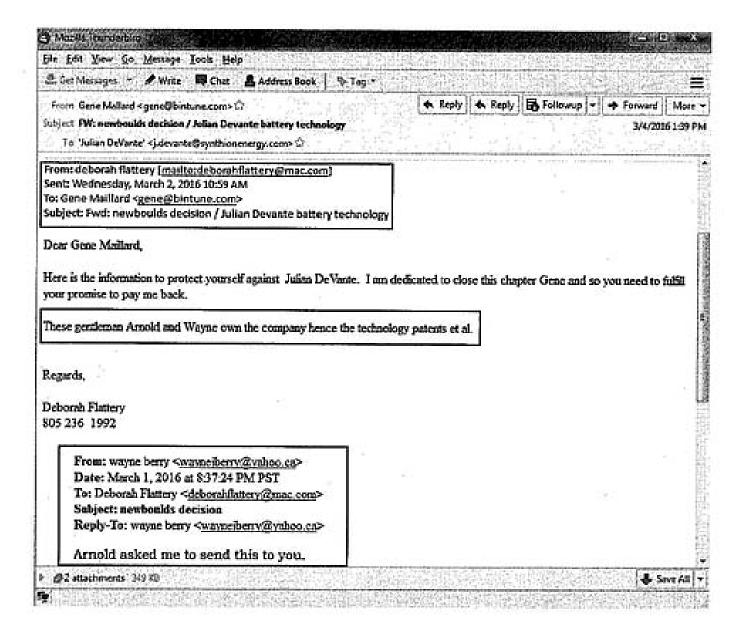
Motion to create a new bank account, RBC

Motion adopted Meeting Adjourned

Time Ended: 11:15

This is Exhibit "VV" To the Affidavit of JULIAN DEVANTE





This is Exhibit "WW" To the Affidavit of JULIAN DEVANTE



Inquiry for application 14/600,979

1 message

Zemui, Nathanael T. <nathanael.zemui@uspto.gov> To: devante.julian@gmail.com <devante.julian@gmail.com> Thu., Aug. 25, 2022 at 9:59 a.m.

Hello,

I'm sending this email to confirm that application 14/600,979 had 20 claims pending for examination on the first action and the provisional claim set for the application had 60 claims. As noted in our phone call, under certain circumstances, it may be possible to revive an abandoned application.

Best regards,

Nathanael Zemui

Primary Examiner (AU 1727)

Telephone: 571-272-4894

Fax: 571-273-4894

This is Exhibit "XX" To the Affidavit of JULIAN DEVANTE

1

BETWEEN:

CV-14-10-151-000L

ONTARIO

SUPERIOR COURT OF JUSTICE- COMMERCIAL LIST

ARNOLD BECKERMAN and WAYNE BERRY

Applicants

- and -

SYNTHION ENERGY INC., NORTON ROSE FULBRIGHT CANADA LLP, JULIAN DeVANTE, and ARJUN CHAHAL

Respondents

APPLICATION UNDER Section 241 of the Canada Business Corporations Act

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

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

THIS APPLICATION will come on for a hearing before a judge presiding over the Commerical List at 330 University Avenue, Toronto, Ontario on a date to be fixed by the Court.

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

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least 2 days before the hearing.

2

Page: 244

2

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

Date Nov 3914

Issued by.....

Natasha Brown Registrar

Address of Court Office: 330 University Avenue, 7th Floor

Local Registrar

Toronto, Ontario M5G 1R7

TO:

SYNTHION ENERGY INC.

2702-710 Humberwood Boulevard

Toronto, Ontario M9W 7J5

AND TO:

NORTON ROSE FULBRIGHT CANADA LLP

Royal Bank Plaza, South Tower, Suite 3800

200 Bay Street, P.O.Box 14

Toronto, Ontario

M5J 2Z4

AND TO:

JULIAN DeVANTE

<u>Julian@globalenergystoragecorp.com</u> <u>j.devante@synthionenergy.com</u>;

AND TO:

ARJUN CHAHAL

Arjun@globalenergystoragecorp.com a.chahal@synthionenergy.com APPLICATION

- 1. The Applicants make an application for:
 - (a) A declaration that the Applicants are proper persons to make an application under section 241 of the <u>Canada Business Corporation Act</u> in relation to Synthion Energy Inc. ("Synthion");
 - (b) A declaration that the Respondents Julian DeVante ("DeVante") and Arjun Chahal ("Chahal") have acted in a manner which is oppressive of, and unfair to, the Applicants, and/or in a manner which is fraudulent and deceitful against the Applicants;
 - (c) An interim and permanent injunction restraining DeVante and Chahal from acting in disregard of Synthion's rights to, and ownership of, the Patent Application (as defined below) or any of Synthion's other assets;
 - (d) An interim and permanent injunction restraining, DeVante or Chahal from disposing of the Patent Application or any of Synthion's other assets to third parties;
 - (e) An order declaring or appointing the Applicants as the sole directors of Synthion and, if required, removing DeVante and/or Chahal as directors of Synthion, and that all corporate and governmental records be amended accordingly;
 - (f) An order declaring each of the Applicants to be the holder of a 2% Class A shareholding interest in Synthion, and that all corporate records be amended accordingly;
 - (g) An order that DeVante and Chahal transfer all of their issued and outstanding shares in Synthion to the Applicants on such terms as are just;
 - (h) An order declaring the Applicants to have a first charge and a Security Interest registrable under the <u>Personal Property Security Act</u>, on the Patent Application and any proceeds which it yields for the repayment of any and all monies which they have advanced or will advance to, on behalf of or for the benefit of, Synthion;
 - (i) An interim and permeant order that the Respondent Norton Rose Fulbright

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

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4

4

("NRF") disclose to the Applicants, and allow the Applicants, and allow the Applicants full access to:

- The contents of the Patent Application and all related documentation within its power, possession and control;
- ii. The contents of all of its files for Synthion, including, but not restricted to, the files entitled:
 - General Corporate Matters
 - General file
 - Energy Storage Apparatus and Method
 - Energy Storage Materials
- (j) An order declaring the Applicants to be the sole persons entitled to take any and all necessary steps through Synthion to advance the Patent Application and to have the full power and authority to retain and instruct, on behalf of Synthion, any and all lawyers or other consultants and advisors, including NRF, as they may deem appropriate or advisable for so doing, and an interim and permanent order restraining DeVante and Chahal from taking any such steps or exercising any such power or authority;.
- (k) An order requiring DeVante and Chahal to compensate Synthion and/or the Applicants for their wrongful acts;
- An order requiring DeVante and Chahal to account to Synthion and/or the Applicants for all assets, income or monies wrongfully diverted from Synthion, and/or for any profit or gain realized by their wrongful acts;
- (m) An order validating service upon DeVante by service to the e-mail addresses: <u>Julian@globalenergystoragecorp.com</u> and <u>j.devante@synthionenergy.com</u>;
- (n) An order validating service upon Chahal by service to the e-mail addresses:
 a.chahal@synthionenergy.com
 and <u>Arjun@globalenergystoragecorp.com</u>;
- (o) The costs of this application on a substantial indemnity scale; and
- (p) Such further and other relief as this Honourable Court deems just.
- The grounds for the application are:

This is Exhibit "AAA" To the Affidavit of JULIAN DEVANTE

Superior Court of Justice Commercial List

FILE/	DIRECTION/ORDER	
Bedan	man & Bury	Plaintiff(s)
- Synthion	Date of the control o	Defendant(s)
Case Management Tyes No by Jud	ge:	_
Counsel	Telephone No:	Facsimile No:
Order Direction for Registrar (No Above action transferred to the Comme	formal order need be taken ou rcial List at Toronto (No formal	t) order need be taken out)
Adjourned to: Time Table approved (as follows):		
On consent,	This matter is	n a stron. For the and application and
application is co	wested into a	naction. For this
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February 18/15.	h. 14es	,
Additional Pages	J.C.	and a diffigure

Court File Number CV - 14 - 10751 - OOCL

Superior Court of Justice Commercial List

FILE/DIRECTION/ORDER

	Judges Endorsment Continued
	The parker are to se from for a fourther
	9:30 am inference after larry coundred
C	the witness to be heard at the freal and the
	time limit for cross-examination and il-exam
-	The 9: 30 am conference will take place on
	March 2/15 Gefore me. At that fine the Court
	Schodule
	of the purter interest to bring and of position,
	'will also schidule the trial.
	Costs of the morning a dendance
	are reserved for the trial sudge as a separate
	matter to the extent that either mity may
	suck an anard in its favour with legre it
	to the costs specifically amounted with This
	motion.
	of 2 Judges Initials #h-

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

Page: 249

Subject: Synthion - report of Feb 18 motion and next steps **From:** Jonathan Burshtein <jonathan@dblawyers.ca>

Date: 2/19/2015 8:59 PM

To: Julian DeVante < j.devante@synthionenergy.com > **CC:** Arjun Chahal < a.chahal@synthionenergy.com >

Julian,

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As you know, the Applicants' motion for an order allowing them to access and control the provisional patent application was scheduled for February 18.

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1 of 2 3/13/2018 7:41 PM

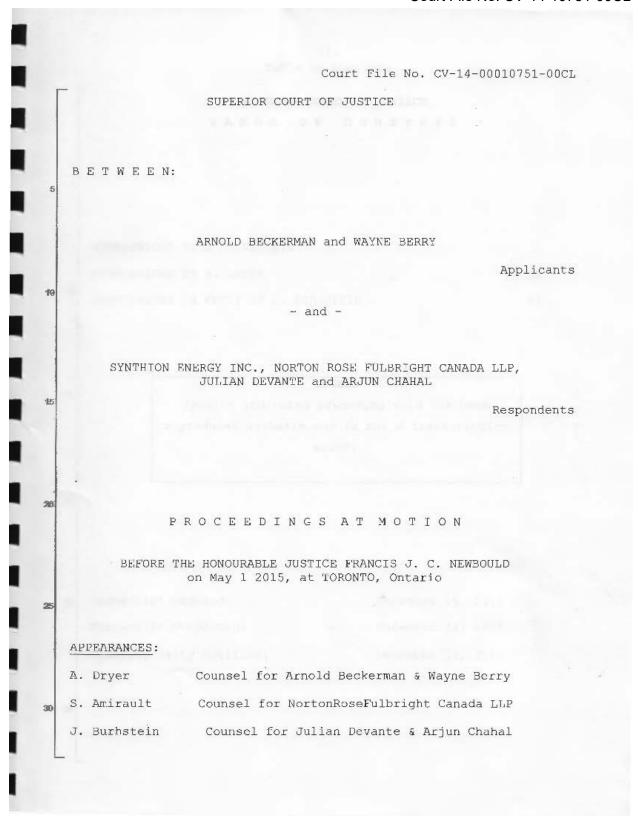
426 KB

Synthion	- report of Feb 18 motion and next steps
	Best, Jon
	Jonathan Burshtein Partner
	DAVIDZON BURSHTEIN LLP 1120 Finch Avenue West, Suite 601 Toronto, ON M3J 3H7
	T: 647.725.9992 F: 647.725.9991
	jonathan@dblawyers.ca
	CONFIDENTIALITY NOTICE: This email, is confidential and may be privileged. If you are not the intended recipient please notify the sender immediately, and please delete it; you should not copy it or use it for any purpose or disclose its contents to any other person.
	Attachments:

2 of 2

2014-02-18 Order Justice Segal.pdf

This is Exhibit "BBB" To the Affidavit of JULIAN DEVANTE



December 31, 2015

(i)Table of Contents SUPERIOR COURT OF JUSTICE TABLE OF CONTENTS SUBMISSIONS BY J. BURSHTEIN 1 SUBMISSIONS BY A. DRYER 36 SUBMISSIONS IN REPLY OF J. BURSHTEIN 41 LEGEND 15 [sic] - indicates preceding word has been reproduced verbatim and is not a transcription error. 20 25 Transcript Ordered: December 16, 2015 Transcript Completed: December 31, 2015

Ordering Party Notified:

FRIDAY, MAY 1, 2015

CLERK REGISTRAR: Court is now is session, please be seated thank you.

THE COURT: Mr. Burshtein?

J. BURSHTEIN: Yes, Your Honour.

THE COURT: I've reviewed the material and let me just give you my view. You can tell me if I'm wrong or right and why. The founder's agreement provides that Beckerman and Berry will be directors.

J. BURSHTEIN: Yes, Your Honour.

THE COURT: There's a principle of equity, that equity considers done ought to be done.

J. BURSHTEIN: That's right.

THE COURT: So that, they are directors. Directors are entitled to information. Secondly, it seems to me they're shareholders of 2% each. It's not conditional on anything else. The other additional percentages are conditional. There may be some argument about that. But, seeing as they're shareholders and seeing as they're directors, what basis is there to deny them the information they seek about the application for the patents?

25 SUBMISSIONS BY J. BURSHTEIN :

J. BURSHTEIN: Your Honour, so there's, I guess there's a few points, first is the notion that they are directors so, yeah there's no denying that the, founder's agreement provided that there would be director's of the corporation.

THE COURT: Right.

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Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

J. BURSHTEIN: However, the formalities did not take place. There were no...

THE COURT: ...but the equity doesn't require the formalities. The principle of equity is, is — Snell's principles of equity says that—it's well known principle that Snell, I just got the reason Snell and it's the maxim as its most recent, frequent application in the case of contracts. Equity creates a contract to do a thing as if it were already done. So, the fact the formalities haven't been followed, doesn't do much for me.

J. BURSHTEIN: So, Your Honour in the, so the founder's agreement was entered into in January of 2014.

THE COURT: Yes.

J. BURSHTEIN: Shortly thereafter, almost immediately, the, there were issues between the parties.

THE COURT: But, so what? That doesn't, that doesn't answer the point I'm raising. There are all kinds of issues, including the fact your client went and incorporated another company after its supposed to be put in here, but that's all gonna to be crisp for this trial that is scheduled for June. We're talking about production of a document said to be privileged, privileged to the company. Well, these two people are directors. Formality may not have been observed but how does the principle of equity not apply?

J. BURSHTEIN: Okay, so I guess there's two elements to that. The first, so we're really relying on the fact that these documents were

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privileged. There's two separate arguments. The first is that the privilege existed, not between Synthion the corporation and Norton Rose Fullbright (NRF), the lawyers, but between Julian, Mr. Devante and NRF and the reasons for that, well it starts from just a, a statement made by the court in the Baker decision, that's at tab 8, page 8 of the... THE COURT: What's the fact, you know, forget the law, what's the fact that you say that its between Norton Rose and Devante? What's the fact?

J. BURSHTEIN: So, first of all I would turn to the way that the engagement letter was drafted. So, that's in the respondent's motion record volume 2 of 2. It's tab 4...

THE COURT: Just a second, wait a second, the respondent's motion record. Which volume?

J. BURSHTFIN: Volume 2 of 2.

THE COURT: Which tab?

J. BURSHTEIN: Its tab 4, 4f. But we can even back up, tab 4f but the first email, there had been a previous draft of the engagement letter that went between the parties, and in that draft...

THE COURT: Let me stop you. I know what you're going to say.

J. BURSHTEIN: Yup.

THE COURT: This draft was changed.

J. BURSHTEIN: Yup.

THE COURT: Alright. What this is, the first sentence, "thank you for engaging Norton, Rose as legal counsel to Synthion", right? Now, what right does Mr. Devante have to tell the lawyers for the company that the directors of the company don't

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have the right to information? What right has he go to tell him that?

J. BURSHTEIN: Well, this is, I guess as we go back to the founder's agreement and the way that the parties essentially set out their different relationships.

THE COURT: Where's the clause, by the way, in this letter you rely upon?

J. BURSHTEIN: So, its under the tab, the heading scope of engagement and instructions. It's the first paragraph, the final sentence, "We authorize that for Synthion and this engagement on the instructions of Julian Devante."

THE COURT: Yes.

J. BURSHTEIN: So, so at least for the purpose of this, Mr. Devante is the, the instructing client. THE COURT: Right, on behalf of Synthion.

J. BURSHTEIN: Right, but ...

THE COURT: But why is that, is there anything clse in this letter you rely upon?

J. BURSHTEIN: So, in this letter, no that's the sentence and then there's, well I guess there's a few other things. One, is the founder's agreement...

THE COURT: Yes...

J. BURSHTEIN: So, the founder's agreement, a copy's at...

THE COURT: I've got it.

J. BURSHTEIN: Yup, so its important to understand too is the background - Mr. Devante, he was the sole developer of this...

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THE COURT: I've read all that. I understand that, I want to deal, there's an issue here that seems to me, it seems to me the answer, that is why I suggested it to you, so you just tell me what in this agreement do you rely upon.

J. BURSHTEIN: So, in this agreement, the way that the, the scope of, the management of the company was divided or arranged was that under 1b, Mr. Devante would be primarily responsible for the technology.

THE COURT: Yes, yes.

J. BURHSTEIN: And, Mr. Beckerman and Berry, they were responsible for the fund raising strategy, managing the day to day operations, so...

THE COURT: Yes, yes.

J. BURSHTEIN: That's one element ...

THE COURT: 1 don't understand, but what's it got to do with the point?

J. BURSHTEIN: So, the point is, is that in, we would argue that in normal circumstances and I would agree there is case law that would suggest that the directors are entitled to this full, would normally be entitled to disclosure...

THE COURT: Of course they are...

J. BURNITEIN: ...but in the circumstances in this case there is a clear delineation of responsibility in the corporation.

THE COURT: Well, just a second. You're talking about two different things, One being a director and one being the employment responsibility, in the job function. But this doesn't say Beckerman and Berry will be directors only insofar as fund

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raising is concerned. They're directors and they have to, The Corporation's Act wouldn't let them be anything else. Either you're a director or your not. You're pregnant or you're not.

J. BURSHTEIN: Again, in the circumstances of this case, Its - Mr. Devante, as I mentioned, he was the sole developer of the technology. He owned a significant interest in the company and he was really bring Mr. Berry and Mr...

THE COURT: So what? The agreement's the agreement and the agreement has an entire agreement's clause. So all we do is look at the agreement. It's also in 2 that the no shares can be issued or anything else without the consent of Beckerman and Berry. Then, there's no question this agreement gave them rights.

J. BURSHTEIN: Well, we're not disputing the fact that, you know, they have rights and interests but, in our position, this is more for trial, is that by their subsequent conduct that the agreement, that Julian was able, Mr. Devante was able to terminate the agreement.

THE COURT: Well, the, at the moment the agreement's alive.

J. BURSHTEIN: Okay, but going back, going back to your, I guess your question about why, how we can say that the privilege existed between Mr. Devante and NRF, at the time the subject matter, of the advice, the engagement was divided into two components, one was corporate matters, so, these were either communications that were shared between all the parties. The second was intellect...

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SUBMISSIONS THE COURT: Let's take a look at this letter of engagement, what's it to do? J. BURSHTEIN: So, in the engagement letter at ... THE COURT: We're engaged to do the following, provide advice in connection with Canadian corporate and intellectual property matters. That's what they're engaged to, to do intellectual property matters, matters, they're engaged by the company. J. BURSHTEIN: That's correct. So, the engagement was divided into the two components... THE COURT: But how is Mr. Devante the client and not the company? J. BURSHTEIN: Well, this goes back to, even though the company, he signed on behalf of the company, but the subject matter, the question is really, who is the client for the purpose of the advice provided in respect to the intellectual property matters? THE COURT: But doesn't this letter answer it? J. BURSHTEIN: Your Honour, the letter is just one element. There are a number of elements left to be considered. THE COURT: Okay, what else, what other elements are there? Is this the engagement letter that was J. BURSETEIN: It's either this one or the one on the next page. THE COURT: Yes, yes it is. It's signed here. J. BURSHTEIN: Oh, it's on the next tab, tab g. THE COURT: Well, this is tab ... AG 0087 (rev. 07

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J. BURSHTEIN: Tab f is the, is the engagement letter that Julian, Mr. Devante signed and provided to NRF...

THE COURT: He signed it, he signed it on page 5 on behalf of Synthion.

J. BURSHTEIN: Yeah, that's correct.

THE COURT: So, Synthion's the client.

J. BURSHTEIN: Again, that's just like, who signs the engagement letter just one factor to determine who the client is for the specific...

THE COURT: Okay, what other, what other facts do you rely upon to say he's the client?

J. BURSHTEIN: So, one is that the subject matter was the intellectual property which Julian, he soley developed and at the time, he had not, he had not been assigned or transferred to the corporation.

THE COURT: Well, let's just go back to the founder's agreement. Look at sub 3, 3(b). Each of Devante and Chahal shall have assigned and/or will assign to the company intellectual property rights. Equity considers done what ought to be done.

J. BURSHTEIN: Yeah, that's correct Your Honour,

but again, in the interim, in the months that followed, Mr.'s Beckerman and Berry failed to comply with a number of obligations on their end, under the agreement and as a result, in June, early June 2014, Mr. Devante effectively terminated the agreement and terminated them in all capacities under Synthion.

THE COURT: How can he terminate them as directors? Was there, was there a shareholder's meeting?

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J. BURSHTEIN: Well, they were never elected as directors.

THE COURT: Well, they should, but they, equity says they are directors. Anyway, you say in June of '14?

J. BURSHTEIN: And, Your Honour sorry, effecting...
THE COURT: I just want to make sure I've got, in
June of '14, what did Devante do?

J. BURSHTEIN: So, this is at ...

THE COURT: Just tell me, just tell me what he did.

J. BURSHTEIN: So, he effectively terminated the agreement.

THE COURT: Well, he purported to terminate the agreement?

J. BURSHTEIN: Fe purported to terminate the agreement and he expressly terminated both Mr.'s Berry and Beckerman in all capacities.

THE COURT: You better, in all capacities, so you better show me the document.

J. BURSHTEIN: So, volume 2 of the responding motion record?

THE COURT: Yes.

J. BURSHTEIN: I believe it is tab jj.

THE COURT: Tab what?

J. BURSHTEIN: Double j.

THE COURT: I don't have any...oh that's the responding motion record.

J. BURSHTEIN: Yeah, the responding motion record, excuse me, volume 1 of 2.

THE COURT: Sorry, volume 1. Oh, I see okay. Thank you.

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J. BURSHTEIN: Your Honour, on the previous page, just pointing this out, I'm not going to...
THE COURT: Just let me look at it.

J. BURSHTEIN: Sure.

THE COURT: By vote an executive order of the board. I'm sure that, I'm sure that Mr. Beckerman and Berry were not there at the board meeting.

That's the first page 266, yes and then 267?

J. BURSHTEIN: So, these are two, so this is the, the formal letter.

THE COURT: Yes.

J. BURSHTEIN: And the similar correspondence was sent to Mr. Berry and its on the next two pages, 268...

THE COURT: And where is that?

J. BURSHTEIN: ...268 and 269 of the same tab. THE COURT: Oh, I see, Okay. Thanks.

J. BURSHTEIN: So, the other facts that we're relying on to support the argument that the privilege existed between Mr. Devante...

THE COURT: So far, I see no evidence to support the argument that it's between Devante and Norton, Rose, I see no evidence of that. The letter itself makes it clear, its that the privilege is the company's privilege, the engagement letter.

J. BURSHTEIN: Okay, so, just so, to kind of give

you, you know where I'm going with the next argument is that it was the, that the privilege did belong to the, to the company but that it should not be, it should still not be disclosed to Mr.'s...

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II SUBMISSIONS

SUBMISSIONS THE COURT: Okay, but let me just ask you, do you have any evidence, any other evidence to point to that the privilege belonged to Devante? J. BURSHTEIN: Yes, Your Honour, so, so Mr. Devante was both the applicant of, and the inventor, this is on the patent application. . THE COURT: Yes. Patent applications you have to name the inventor, but they are often assiged to a company and the company applies and names the person as the inventor. Correct? J. BURSHTEIN: That's correct, Your Honour, but again... THE COURT: Right, so, the fact that he's the inventor itself isn't here nor there in terms of what the privilege is. J. BURSHTEIN: So, I guess the next point is that, Mr.'s Beckerman and Berry, they're both aware of the restrictions regarding the engagement. THE COURT: Well, okay ... J. BURSHTEIN: So, I mean this is ... THE COURT: Just a sec, I think I know what you're going to say. I don't see how it helps you but, you're saying that the, you base that on the difference between the draft letter and what was signed? J. BURSHTEIN: Well, there's one ... THE COURT: Just point out, where's that draft letter? Is that what you're relying upon? J. BURSHTEIN: I wouldn't be relying on the draft letter but I would be relying on the other court, there's a few, an email...

THE COURT: Show me the draft letter first.

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J. BURSHTEIN: So, the....sorry, if I could, if I could just have the court's indulgence for a few minutes.

THE COURT: That's all right. There's lots of paper here.

J. BURSHTEIN: Your Honour, so with my friend's assistance, his assistance, I'm looking at the motion record of the applicants, its volume 1 of 2, so this is the...

THE COURT: Yes.

J. BURSHTEIN: ...dated February 4th ...

THE COURT: Yes. What page?

J. BURSHTEIN: And it is page 44, which is on tab

THE COURT: And your roporting [sic] letter says on the instructions of Devante or Berry, that's the sentence you, that's the sentence you say?

J. BURSHTEIN: I mean that was, yes, Your Honour, that was the change that was made although, I'm not relying so much on the change but the fact that in a subsequent a omail, this is where Mr. Amirault, the NRF lawyer, a point to tab, so this is at tab q.

THE COURT: Tab which, d?

J. BURSHTEIN: Sorry, tab g of the responding motion record of the respondents volume 2. It's 4g. So in this email, Mr. Berry was copied on this email. This is where Mr. Amirault was confirming the scope of the engagement. A meeting had been set up in respect of corporate structuring and Mr. Amirault asked whether he needed authorization to

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spoak to Wayne about corporate matters. And in the following email at tab h...

THE COURT: Just a second, just a second ...

J. BURSHTEIN: Yes, Your Honour.

THE COURT: This is from Mr. Amirault?

J. BURSHTEIN: Yes, Your Honour. 'he email at g is from Mr. Amirault.

THE COURT: Does that mean I need authorization to talk to Wayne about Corporate matters? He asked that question, yes.

J. BURSHTKIN: And Mr. Berry was copied on the email and the then the response is on tab h. Mr. Berry's also copied on this email and this is where Mr. Devante notes, "please feel free to engage Wayne and Arnold on any matters not related to patents".

THE COURT: Alright, now.... that doesn't change the client. The client's the company, correct?

J. BURSHTWIN: Well, Your Honour, I can see that you...

THE COURT: He signed it on behalf of, he signed the engagement letter on behalf of the company.

J. BURSHTEIN: Yes, Your Honour. He signed it on behalf of the company...

THE COURT: Well what right does he got to tell the company's lawyer don't talk to the directors about something? What rights he got to do that?

J. BURSHTEIN: Well, in the circumstances, we'd argue because he was the one who funded the technology. He was the inventor of the technology...

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THE COURT. So, what? So, what? Director's have a right to information.

J. BURSHTEIN: He was a 90 plus percent shareholder...

THE COURT: So, what?

J. BURSHTEIN: ...plus, really the main point, Your Honour, is there was no, at no time did Mr. Berry object to these restrictions.

THE COURT: It doesn't matter. Why does that matter?

J. BURSHTEIN: Because this was the, this is the way that the engagement was...

THE COURT: This doesn't change who the client is and there's litigation going on, and the directors are entitled to information. He, just because, he may say, "look, I want to give you instructions on this", but he had, if you, you show me some authority that he had the right to tell the lawyer you can't give information to a director. You show me where any law that says that.

J. BURSHTEIN: Well, I can't point you to any law but I would argue that this is, I would argue that this is how it unfolded based on contractual principles.

THE COURT: Based on what?

J. BURSHTEIN: Contractual principles.

THE COURT: Well, the contractual principle was that they were directors. This, your client purported to terminate them at all capacities, said there was a board meeting. These people weren't at the board meeting. They would have been entitled to be there. I'm quite sure there wasn't a board

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meeting or I'd be seeing a minute of it. So, in terms of contractual principles, looks like the contract just been ignored. Anyways, is that the other evidence you say that makes Devante the client?

J. BURSHTEIN: The main reason that I would argue, just to maybe sum up this, this portion of the argument, and Your Honour is fairly, you know, expressed his opinion on it but the main reason really would be that we are dealing with his technology and it had not been transferred. That's the reasons we're relying upon. And, the advice, again the communication...

THE COURT: It was Devante's technology and what was the second thing you said? And not transferred?

J. BURSHTEIN: It had not been transferred.

THE COURT: And wasn't it to be transferred under that agreement? Under the founder's agreement?

J. BURSHTEIN: Well, I mean the technology isn't, the founder's agreement is not clear and I just...

THE COURT: Well, let's just, what's not clear about it?

J. BURSHTEIN: Well, it doesn't describe the technology specifically but I just want to point Your Honour's attention to that at the same time there were, they were, it's not entirely clear that it would be transferred to Synthion because at the same time all the parties were engaged in a separate, or beginning, it began to be engaging discussions regarding whether the intellectual property would be transferred to a Barbadoes company...

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THE COURT: Well, just wait a minute. Let's turn up the founder's agreement again. The first recital. Do you have it? Where as Devante has founded the company and Devante has developed and is the sole contributor of intellectual property to the company.

J. BURSHTEIN: Yes, Your Honour.

THE COURT: Paragraph 3b. Each of Devante and Chahal have assigned and/or will assign to the company all right, title, to any and all intellectual property rights relating to the business of the company. That has to be given some meaning. What's unclear about it?

J. BURSHTEIN: Well, it wasn't, what I would argue is that it isn't clear the specific extent to which intellectual property would be transferred to the company. Again, the only reason...

THE COURT: well, why isn't it clear? What's so unclear about it?

J. BURSHTEIN: Well the business of the company is not...

THE COURT: What was the business of the company then, nothing? All this business about going out to, starting up a company in California and patents and everything else, what was all that about?

J. BURSHTEIN: I think this is the issue, Your Honour, at the same time another company had been incorporated, GESC, the applicants were aware of this because the first draft of the founder's agreement.

THE COURT: But so, what? What, what they may have been doing later is another thing but this

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agreement is pretty clear. If the agreement had've been complied with, that the intellectual property was already there or were to be done pronto and then the board of directors have to decide what to do with them. The fact that some other company's incorporated doesn't change what this agreement says. This is with an entire agreement's clause. Anyway...

- J. BURSHTEIN: Your Honour, I don't have anything to add in terms of this point of the argument so...
 THE COURT: All right.
- J. BURSHTEIN: I would like to move onto the second, so...

THE COURT: Second one is if it's the company's privilege?

J. BURSHTEIN: That's correct.

THE COURT: Then what?

J. BURSHTEIN: That the privilege would still apply, the privilege applies to the company and it still applied to prevent the disclosure of the documentation to Mr. Berry and Beckerman.

THE COURT: If it's the company's privilege, there's, there's no right to disclose the information to Berry and Beckerman, is that your point?

J. BURSHTEIN: That's my point, Your Honour.

THE COURT: Let me just write it down. Okay.

J. BURSHTEIN: So, Your Honour, now we're dealing with I guess the rule of law, solicitor-client privilege as it applies to a corporate client. So, we don't have very many cases in Canada on the subject. There are a few, but just to summarize,

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generally disclosure to shareholders and directors has been, has been implied, its been considered in the context of implied waiver. So, if I may, Your Honour, I'm gonna, I'd like to pass up one case. My friend has a, earlier I gave my friend a copy of the case. So, Your Honour, this, this decision involved a, it was in the context of an application for oppression remedy. It was brought by minority shareholders in the context of going private almalgamation. So, its brought by former minority shareholders against the majority shareholders and you can see that at paragraph 23, page 25, one of the issues was whether or not the plaintiffs were entitled to disclosure of all documents in the possession of the defendant, which specifically those documents in the possession of the U. S. and Canadian Council. And, the minority shareholders, they made two arguments. They said their was an implied waiver of privilege...

THE COURT: Just a sec, I want to understand what's being sought here. The point to seek all document in the possession of the defendants and the U.S. Council. So, they're looking for documents in the possession of the defendants' lawyers, right?

J. BURSHTEIN: That's correct.

THE COURT: Does this involve a case in which they're looking for documents in a company in which they are directors?

J. BURSHTEIN: In, in this case they were just shareholders.

THE COURT: All right, in any event, I understand this is what you've got in 23 and 24. That's

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pretty straightforward law. Is that what you're relying on? Anything else? What all that say is if you put, if you put, if legal advice is put in issue, then by putting it in issue, there's an implied waiver of privilege, that's pretty straightforward law. How does that apply to this case in front of me?

J. BURSHTEIN: So, in this case, in determining whether the documents that were privileged to the corporation should be disclosed to former shareholders, this is the analysis that the court conducted. They first considered whether or not there was an implied waiver.

THE COURT: Right, well that doesn't apply here. So, they, what did the Justice say, there was no implied waiver?

J. BURSHTEIN: Yeah, that's correct.

THE COURT: Alright, so then we're dealing with...

J. BURSHTEIN: There's also a second consideration is and this certifies [sic] if there is a finding of and implied waiver. Its whether or not the legal advice is necessary to achieve fairness in trial, and Your Honour, what we're talking about, the documents if I can just maybe back up. So, these are documents that were produced and were requested by the applicants during a crossexamination of Mr. Paul Amirault. So, they were documents that were produced in response to a very specific question and it was basically communications between Mr. Devante and NRF in respect of the provisional patent application and perhaps...

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THE COURT: This case here that you're giving me, deals with the shareholder and 30 and 31 make quite clear that they're talking about shareholders, not directors. In fact, Justice Switten points out a corporation and its directors have an interest in obtaining confidence legal advice. A shareholder hasn't quite an interest no general right to have access but, so what after this case, then what are you saying?

J. BURSHTEIN: So, the next case, it's the Harvey Estate and 5505 Yukon, that's at tab 2 of the applicant's book of authority.

THE COURT: That's tab what?

J. BURSHTEIN: Tab 2, Your Honour. Sc, what happened in this case, there was a lawyer, he was found by the court to be the lawyer of the corporation, not the individual shareholders. One of the shareholders deceased, and...

THE COURT: Just a second, I don't think I've got it, what's the name of the case?

J. BURSHTEIN: The name of the case is Harvey Estate and...

THE COURT: This is Justice Beil[sic] in the Yukon? Yes.

J. BURSHTEIN: And, Your Honour, so the plaintiff was the administratrix of one of the deceased shareholders. She had brought a claim against the other shareholders in the corporation in respect of insurance proceeds which she claimed were owing to the deceased shareholder's estate. And what she was seeking was to first examine the lawyer, but also for disclosure of documentation which related

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to a unanimous shareholder's agreement as well as an amalgamation agreement that the parties had entered into. This is all the shareholders had entered into this. And, at paragraph 29 the court, paragraph 29, the court began to consider the Wigmore conditions.

THE COURT: Well, just before you get to Wigmore, the plaintiff is the administratrix of the estate of Harvey. Harvey was a shareholder, and then going down to 7, the lawyer made it clear he was acting for the company and not the individual shareholders. You're dealing with somebody who's sitting in the shoes of the shareholder and a lawyer who acted for the company. That's the actual background here?

J. BURSHTEIN: Yes, Your Honour.

THE COURT: Pardon?

J. BURSHTEIN: Yes, Your Honour.

THE COURT: So, it's a shareholder case again. I don't see how this helps you. In this case the privilege is that of the company and not the privilege of the individual shareholders. So, its not a privilege of Devante.

J. BURSHTEIN: That's correct but the, so the second argument was that it's the privilege belongs to the company but it should still not be disclosed to...

THE COURT: The shareholder...

J. BURSHTEIN: Beckerman and Berry. Your Honour, this is kind of where, this is really where I'm heading, excuse me?

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THE COURT: Look at paragraph 26 of this case. Look at paragraph 26 of Justice Beil. Again the facts of this case are quite distinct as the shareholders were also directors and in the company as directors they would be entitle to all documents and communications of the company. J. BURSHTEIN: So, Your Honour, what I'd arque is that both this case and the previous case, any comments with respect to directors, you know, management of a company is distinct from, you know, highly sensitive intellectual property. You know, we're not dealing with financial statements and tax returns, things where directors have an obligation under statue and could be potentially liable. What we're dealing with is, yeah, it's highly sensitive information. What's in this documentation in the provisional patent application, essentially it's a recipe for how to make this technology. THE COURT: What's that got to do with whether its privileged or not? J. BURSHTEIN: It has to do with with the point whether or not directors are automatically entitled to those type, that type of documentation. THE COURT: Do you have any law to support what you just said? Because it's a patent application, directors don't have the right to see it? J. BURSHTEIN: No, Your Honour, but in the circumstances, just based on the ... THE COURT: If there's a confidentiality issue, that's a completely different issue. J. BURSHTEIN: Well, I'm arguing its not confidentiality. I'm arguing privilege.

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Honour, in the circumstances, I really point to the fact that there's...

THE COURT: It's also in this case, Justice Beil, made a statement that strikes me as common sense. "I conclude that fairness at trial will only be guaranteed if how all interests of questions I have indicated appropriate." Fowever, even if the corporate privilege existed there certainly an implied waiver in the facts of this case. I'm not sure how that case helped you, but...

J. BURSHTEIN: Well, really it goes to the heart, it leads towards the Wigmore analysis, especially the first element, which is the expectation of confidentiality.

THE COURT: What expection of confidentiality is there between the company and its directors? In fact, the whole, The Corporations Act is directly contrary to that notion. Directors are responsible for managing the affairs of a corporation. They can't be responsible for managing the affairs of a corporation if they're denied documentation with respect to the business of the corporation. How can Wigmore say that's, there's an expectation to keep this from the directors?

J. BURSHTEIN: Your Honour, in the circumstances of the case Your Honour, you know, again, you know, whether or not, whether or not the provisional patent application, whether it involves, whether the, we're dealing with, essentially with rechargeable, printable battery. And what the specific recipe is, T mean that really has no bearing on ultimately the issue at trial, which is

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whether Mr. Devante carried on in a manner that was oppressive to the other directors.

THE COURT: So, why are you even, why are you worrying about it then?

J. BURSHTEIN: Well, there's...

THE CCURT: Why are you opposing it?

J. BURSHTEIN: There's a serious risk of

irreparable harm to my client.

THE COURT: What's the irreparable harm?

J. BURSHTEIN: What is the irreparable harm?

THE COURT: Uh-huh, what's the irreparable harm?

J. BURSHTEIN: Okay, so, its really the substance

of the provisional patent application. So...

THE COURT: It's really the what?

J. BURSHTEIN: It has to do with the nature of the application and the documentation slot [sic], so as I mentioned and you can see a description of what's included in a provisional patent application. It's the second...

THE COURT: I understand what's in a patent application. There's a recipe in there. I understand that.

J. BURSHTEIN: So, essentially it's a, it's a recipe for reproducing this technology...

THE COURT: And, therefore?

J. BURSHTEIN: So, currently the provisional patent application, the provisional patent application is sealed. A full application was filed in January 2015.

THE COURT: Yes.

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J. BURSHTEIN: In the U. S., under U. S. law there's an 18 month window of confidentiality. So, again, this was...

THE COURT: Well, if it's an issue of confidentiality, that can be sorted out with the trial judge, whether it, whether its under seal or whatever but, that, anyway, you say there's...

J. BURSHTEIN: Your Honour, if you could turn to the applicant's factum, paragraph 75 and 76 and this is where we see the real risk to my client.

THE COURT: Okay, let me just, the factum of the applicants?

J. BURSHTEIN: Of the applicants, yes Your Honour.
THE COURT: This is a February factum?

J. BURSHTEIN: That's correct.

THE COURT: By the way, I would say to both of you, in the commercial court, what we like to see are the email addresses. We're not so concerned about fax numbers. We're not so concerned about Law Society registration numbers.

J. BURSHTEIN: Thank you.

THE COURT: We want email addresses on materials.

J. BURSHTEIN: Thank you, Your Honour.

THE COURT: And also, on contested matters, the direction and everything, you're supposed to be filing electronic copies of your factum. Put them on a USB key provide'm at the time of your material and better to be in Word but if I want it, I'll ask you to email it to me. Okay, which paragraph?

J. BURSHTEIN: Paragraph 75 and 76. It's page 19.

THE COURT: These paragraphs seem to ignore that there'd be an implied undertaking any produced

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cannot be used except for the purpose of litigation. I realize that, I understand what you're saying here.

J. BURSHTEIN: Right.

THE COURT: I don't see how the applicant can take this information, if its provided and start providing it, using it for any purpose other than litigation.

J. BURSHTEIN: I understand about the implied undertaking, but I mean, the risk for my client is that if, for any other reason, I mean, they've already said that these individuals are lined up, there's money lined up, yeah so...

THE COURT: I understand that. I understand, I understand your concern.

J. BURSHTEIN: Right, so, you know, for my client, there's a bit of a, there's also the financial imbalances that, if, if this information, this is really he's...

THE COURT: Let me, let me, let me say to ya that if I want this to be produced, I will make sure that it doesn't get used for the purpose of paragraph 75 and 76. It can't be. The implied undertaking will, covers that. But, I can make a direction to make it crystal clear.

J. BURSHTEIN: Your Honour, I'm fast forwarding just because we're on the topic, you know, unless, unless the applicants can establish why the specific, the actual details of the provisional patent application, why they need that for the purposes of trial, I would ask that that information either be redacted or sealed when

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produced to them. Again, I, in my view, I can see, I can't see how that bears, has any bearing on the real issue, which is whether the conduct of Mr. Devante was oppressive, if the conduct is oppressive, they'll be entitled to relief at trial, but again, whether there's 4 carbons or 3 carbons or, you know, they haven't established, Your Honour, in my view, in their material why they actually need that information for the purposes of in the interest of a fair trial. But in terms of, going back to the argument....

THE COURT: Yes.

J. BURSHTEIN: Okay so, Your Honour, maybe I'll - do you have any other questions about the irreparable harm argument? Because I just want to

THE COURT: Well, you're...

J. BURSHTEIN: I understand its not...

THE COURT: I am not even sure the RJR test is applicable here. They either have a right to it or they don't.

J. BURSHTEIN: Your Honour, I don't - It's not applicable, the RJR test isn't applicable. The reason I'm raising these points, it goes back to Wigmore and it's the fourth analysis which, it's similar to, it balances the interest in fairness in trial.

THE COURT: Sorry, the fourth lest of Wigmore.

J. BURSHTEIN: Yeah, I'm just....

THE COURT: Where was that again? That was in Justice Beil's decision.

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J. BURSHTEIN: So, the test is set out in the Harvey Estate decision. It's at paragraph 20.

THE COURT: Go ahead.

J. BURSHTEIN: Your Honour, so this is, this is the crutch of the argument for this part would really be the Wigmore test, and 2 and 3, I would really not make any submissions on just because those related to the importance of the element of confidentiality and whether what the community should, you know, foster it, and obviously solicitor-client privilege is a class-based privilege which is given esteem in our legal system but the two main ones are the first and the fourth. I've already set out our position with respect to the injury and the balance versus, you know, the injury versus what they seek to achieve at trial and, really the main one is the number one, that the communications must originate in the confidence and that they will not be disclosed. THE COURT: So, that, I understand your argument

and I've heard your argument.

J. BURSHTZIN: So, yeah, Your Honour, so maybe to...

THE COURT: I just think it would throw a complete wrench in The Corporations Act which, is this, it doesn't matter, it's the same, both the federal and provincial, I don't know if this is a federal or provincial company but, the CDCA, directors have an obligation to manage the affairs of the corporation.

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J. BURSHTEIN: Your Honour, maybe I can, you know, under the, if you could turn to the factum of the respondents. It's the second, sorry page 26.

THE COURT: Sorry?

J. BURSHTEIN: Page 26 of the factum of the respondents.

THE COURT: Yup.

J. BURSHTEIN: Oh, excuse me, its not, sorry, Your Honour, can I have your indulgence. It's actually the provisions recited in a case that's not, but it's the provisions, shall we just find it....So, its in the applicant's book of authorities. Just finding the tab.

THE COURT: Your book of authorities?

J. BURSHTEIN: Excuse me, Your Honour?

THE COURT: Sorry, your book of authorities?

J. BURSHTEIN: No, the applicants.

THE COURT: Yes, I have it.

J. BURSHTEIN: So, its tab 5. It's the Leggett decision and it refers to a few provisions of the CBCA but, and I guess its summarized at paragraph 14. It reads that a director has the unconditional right to inspect the books and records of corporation. I would argue that, Your Honour, yeah we're talking about books and records and in the, under the CBCA we're dealing with financial books and records and other books and records required to be kept under statue like minutes of meetings, bylaws. The CBCA doesn't apply to, in circumstances where, you know doesn't, directors don't have, my argument, and I recognize I don't have any case law but that directors don't necessarily have an

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unfettered access to all of the documentation of the corporation and in the circumstance it was made clear to Mr. Becker, Mr. Berry and Beckerman on a number of occasion, they are not to have any access to the patent information.

THE COURT: Sorry?

J. BURSHTEIN: That it was made clear to Mr. to Mr. Berry and Beckerman on several occasions...

THE COURT: But, the question is what right did he have to do that?

J. BURSHTEIN: Well, Your Honour, he had the right, I know I'm repeating myself, but it's our position that he had the right as the inventor technology and that was, and that any time that Mr. Devante advised Mr. Berry or Beckerman, there's no evidence, there's no indication that they, you know, ever disputed that so, this goes back to the whole idea that, that information was produced with the expectation of confidentiality. The question when we're applying the solicitor-client privilege is whether, you know at the end of the day, its whether Mr., Mr. Devante would have given that documentation to NRF, if you knew that that information in the event of a dispute, which could find its way into the hands of Mr. Berry and Beckerman and I would argue based on the documentation, there's nothing to suggest that it would. Your Honour, I can point you to other instances. There's two other examples in which Mr. Berry and Beckerman were made aware that they were not entitled to have any access to the patents or

any information. The first is at the responding

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motion record, the respondent's motion record volume 1.

THE COURT: Yes.

J. BURSHTEIN: Just to confirm, 1 believe its tab o. So at the same time that the engagement letter was being drafted, and signed. I believe the executed agreement was February 21st, 2014.

THE COURT: Is this tab o?

J. BURSHTEIN: Tab o, Your Honour. So, Mr. Berry had also been engaging another firm, making inquiries with another law firm in respect of the intellectual property, Cooley LLP. And this is where Mr. Devante advised, its addressed to Wayne but Arnold is also...

THE COURT: Oh, okay. I see it. 1 see what he says.

J. BURSHTEIN: Yeah, so patents is strictly off limits to everyone except myself.

THE COURT: So says he.

J. BURSHTEIN: Well he says so Your Honour but that point is that this...

THE COURT: I ask the same question, what rights he got to say that to a director?

J. BURSHTEIN: Well, Your Honour, this is before he disclosed any information about...

THE COURT: It doesn't matter. What rights he got, The question's what right does he have to do that?

J. BURSHTEIN: Your Honour, I would argue that this is just evidence that the only reason the information related to the intellectual property was ever provided to NRF was because there was an expectation of confidentiality, giver....

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THE COURT: There's a whole other argument here that hasn't been made but I say you didn't even raise it but in light of what your client was doing, there is an argument that there's some indicia of fraud and fraud defeats any privilege, but I mean, it hasn't been raised but, and I, one of the problems I suppose is that's all going to be brisk for the trial.

J. BURSHTEIN: I mean, the only thing I can say is that both...

THE COURT: This is evidence, this is evidence.

Telling a director, the business of the company is something not open to you. Telling a director that is a pretty serious matter. Why would anybody tell a director that if they were on the up and up?

J. BURSHTEIN: Your Honour, the reasoning would, is because, again going back, this is going back to before they even entered into the agreement. This is information that was, he'd stated in his affidavit but, essentially the, you know the background leading up to the founder's agreement, Mr. Devante, he'd been traveling in China. He met with a few manufacturers. He actually had a few offers and he came back to Canada, this is in late 2013.

THE COURT: No, no this email is February 19, it's a month after the founder's agreement.

J. BURSHTEIN: Yeah, but the point I'm, the point I'm making Your Honour is essentially, he invented the technology. The only reason he, I guess the point is you can see in the evidence there's a number of instances in which, Julian, Mr. Devante

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is very careful about the disclosure of the technology, even to the directors of the company. THE COURT: But, what right does he got to do that? And, excuse me, the first test of Wigmore, is the relationship. It starts saying the relationship requires confidentiality from the directors is a bit of a new one for me. But, anyway, I've said it.

J. BURSHTEIN: Your Honour, in a corporate context, for example, you know, often, it's not, your chinese walls will be put up.

THE COURT: I beg your pardon?

J. BURSHTEIN: Actually, you know what, I'm not, forget about that one. I guess the point is, Your Honour, you know these evidence in the emails, I know you, I know, there's a position that can be taken that he had no right to do that as a director but, you know, if you, if you go back, at the time that he had, before the founder's agreement, he was the inventor and owner of technology, of the technology without a doubt. The question is whether he can impose certain restrictions on the transfer of that asset to a corporation or as conditions of entering into a founder's agreement and its, you know, what we have is a number, we have a number of pieces of evidence of communications that patents were only for him and what we don't have are any examples where, you know, Mr. Wayne, or Arnold, Mr.'s Berry and Beckerman, took any issue with that. And, and you know this, this can never be proven Your Honour, but I would submit that, you know, if, you know, if

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there's something in the founder's agreement that would have said, and obviously this is speculation but if there's something in the founder's agreement that would have said that there's something that could be caused in the event of a dispute for his patent application, intellectual property or patent application with the recipes to fall into the hands of these other individuals, there's no way he would have entered into that agreement and there's also no way he would have provided that information to NRF. And, he even made NRF sign a non-disclosure agreement which, I mean, you know, doesn't really, you know accomplish anything but it just shows the heightened level of sensitivity that he had regarding his intellectual ...

THE COURT: Where's the non-disclosure agreement? J. BURSHTEIN: Your Honour, that is in the applicant's material. I believe its volume 1, its either c or d.

THE COURT: It's in the applicant's material? J. BURSHTEIN: It's in the applicant's material, volume 1, tab d.

THE COURT: Sorry, tab which?

J. BURSHTEIN: Tab d.

THE COURT: D?

J. BURSHSTEIN: D as in dog.

THE COURT: This is the confidentiality agreement between Synthion and Norton, Rose.

J. BURSHTEIN: So this is the agreement, this is, this is the one that Mr. Devante signed. I'm trying to see if there's a copy that Norton, Rose signed as well. Yet again, I am not relying on

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this agreement itself, its just it is evidence of the fact that Julian carefully guarded the, this technology.

THE COURT: It certainly wasn't necessary.

J. BURSHTEIN: It was totally unnecessary, Your Honour.

THE COURT: But I guess if Norton, Rose wanted the business, they'd sign it.

J. BURSHTEIN: Well, yeah Your Honour, it doesn't, it doesn't expand on any...

THE COURT: It's too much. It's, the information is the information of the company. I mean its, it hurts ya because, paragraph 2, all right, title, and interest in the information shall remain the exclusive property of the discloser. The discloser is the Synthion.

J. BURSHTEIN: And, Your Honour, we're not really, you know, we're not dealing with, I mean we wouldn't be here but, we're not dealing with a neat set of facts, the, you know at the time, I know what the engagement letters, that the non-disclosure agreement says, but no assignment had been entered into.

THE COURT: Was this signed by Norton, Rose?

J. BURSHTEIN: I, you know, I believe it was but,
you know...

THE COURT: All right.

J. BURSHTEIN: ...but I don't know for certain.
THE COURT: Okay. Anything else? Take your time.
I've given you a hard time.

J. BURSHTEIN: Yeah, the only final point that I would make, Your Honour, well I guess it is a

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submission or a request is that if Your Monour is inclined not to dismiss this motion, I'm going to reccommend...

THE COURT: If I'm inclined to what?

J. BURSHTEIN: To grant the motion.

THE COURT: Yeah.

J. BURSHTEIN: ...that, you know, either the, I'm not sure of the procedure but, in any event, the details that Mr. Devante is concerned about, specifically, you know, the recipe I'm gonna call it, and any related information about materials or chemicals and processes would be redacted, that's the first, or as an alternative, that we're provided with an opportunity, maybe 60 or 90 days to bring a motion to determine, for a sealing order essentially.

THE COURT: Your trial is set for June isn't it?
About six weeks from now?

J. BURSHTEIN: Yes, Your Honour. Your Honour, there's...

THE COURT: I understand that, I understand. I understand the issue at hand. Thank you.

J. BURSHTEIN: Thank you, Your Honour.

THE COURT: Mr. Dyer, Dryer, why do you need this information, this documentation for the trial?

SUBMISSIONS OF A. DRYER :

A. DRYER: Because we're, Your Honour has, has stated it. Because, with respect, because we're alloging fraud. We're alleging the whole set of transactions was a fraud on my clients. We've put that in the notice of application as part of the

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grounds. We're saying not only was he oppressive, he was fraudulent and, and deceitful.

THE COURT: All right.

A. DRYER: But, I should, I should point out that paragraphs 90...

THE COURT: But just before you do that, you're alleging fraud. I understand that. Why do you say this information, what is it exactly you're asking for?

A. DRYER: We, we originally asked for access to the patent in those paragraphs 75 and 76 on behalf of Synthion. What, when we commenced the application, there was a provisional patent application but no full patent application.

THE COURT: I understand that but now been filed fully.

A. DRYER: ...its now been filed, but at the time we were saying it would expire and no one was doing anything on behalf of Synthion yet.

THE COURT: I understand that but, I understand, but now why do you need it?

A. DRYER: We're first of all, asking for it on behalf of Synthion is part of the remedy so that Synthion can pursue it. We have no idea if it's real or if it's a fake. If it's real, that's relevant at trial. If it's a fake it's relevant at trial. Your Honour has already said, I mean the level of effort going into avoiding showing it even to the directors or to a court is so extreme that it really raises a suspicion that it's a worthless recipe or a fake design to raise, help Mr. Devante raise money, which he got \$130,000 from my clients.

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THE COURT: Would you be, would you be having an

expert look at it?

A. DRYER: Yes. What, what we had asked for

originally...

THE COURT: I'm just asking about now, not

originally.

A. DRYER: Yes, we would like to.

THE COURT: I'm talking about now.

A. DRYER: Yes, Your Honour.

THE COURT: If it's produced now?

A. DRYER: Yes.

THE COURT: So, that'd be an issue about the expert

being bound by some confidentiality too?

A. DRYER: Yes. There's, we've, well we've asked

for that relief. That's the context of 75 and 76.

We've asked for the right to have an expert look at

it and instruct counsel on it...

THE COURT: Yes, I understand.

A. DRYER: ...we certainly never intended to

disclose it to anyone outside of Synthion. Today,

Synthion's two directors are my two clients and

yes, they are not scientists, they're financial

guys, so they...

THE COURT: Well, 76 talks about investors....

you've heard what I've said about the implied

undertaking.

A. DRYER: And, of course, we're aware of it and

intend to abide by it. 76 is stating that...

THE COURT: I've read it but...

A. DRYER: ...its all on behalf of Synthion. None

of it is for my client's to have any personal

interest...

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THE COURT: I understand that but, I understand that but if an order's made, your clients are gonna get it for the purpose of litigation only at this stage, whether you succeed at trial, that's a completely different matter. But at this stage its...

A. DRYER: Yes, I mean, part of the remedy we want at trial is that Synthion knows the patent and we can...

THE COURT: I understand perfectly.

A. DRYER: Yeah, and so how the substance of the recipe is relevant at trial is, is Mr. Devante's recipe a fraud or is it real? Did he raise money under false pretenses?

THE COURT: I understand, I understand that point. I've made a note of it. In summary you've, you've, where do you raise whether it's real or not. It's in your factum, is it not?

A. DRYER: Well, its...

THE COURT: I've seen it somewhere.

A. DRYER: It's, first of all, alleged in the current motion record, the April 22 motion record, the notice of application is at paragraph a, I guess page, so on the grounds for the application at page 18 of the April 22nd motion record.

THE COURT: Just a sec. Yes.

A. DRYER: Under e 2, we've alleged fraud and deceit.

THE COURT: Page 18?

A. DRYER: Page 18 of the record, which is page 5 of the notice of application.

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THE COURT: I'm looking here at your motion record of February the $4^{\rm th}\,.$

A. DRYER: No, sorry the other one, April 22nd.

THE COURT: Well, I don't have it I don't think.

Oh, I see. Yes. Which part of page 18?

A. DRYER: I'm sorry, Your Honour?

THE COURT: What are you asking me to look at?

A. DRYER: Clause e, roman numerio two.

THE COURT: I understand that but I was asking, somewhere in, I think, I must be in your factum. I read it. There's an issue of whether or not the its the whole thing is a fraud, the patent has any value. That's somewhere in your factum, is it not?

A. DRYER: I think so.

THE COURT: I read it somewhere.

A. DRYER: Well, I'm trying to find...paragraph 54 of the factum, I guess, would be one good starting spot.

THE COURT: Oh, yes, yes, I see. That's, that's what I recall. All right. Okay. I understand what you wanted.

A. DRYER: I just wanted to make a few points, Your Honour, I think are more factual points. The June 4th, 2014 email saying, you know, you're terminated, you're, by Julian Devante purporting to terminate us. My client's evidence is they never received that and that it's a complete fabrication, that there was never any termination, purported termination by Julian Devante of the founder's agreement. In fact, evidence of my client's is in volume 2 of the applicants February 4th, 2015 motion record, page 241, paragraph 18.

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THE COURT: Paragraph what?

A. DRYER: Paragraph 18.

THE COURT: Okay. I see it.

A. DRYER: The only other point I wanted to make, Your Honour, and perhaps its an obvious one, is, is in the case law cited by Mr. Burshtein. It's, its its the corporations that are the clients of the lawyers in question...

THE COURT: You don't have to talk about this case at length.

A. DRYER: Then I have nothing else to say, Your Honour, thank you.

THE COURT: Thank you. Do you, do you have any reply?

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SUBMISSIONS IN REPLY BY J. BURSHTEIN:

J. BURSHTEIN: Yes, Your Honour, just a couple of brief points. The first, Your Honour, is with these allegations of fraud.

THE COURT: Is which?

J. BURSHTEIN: With the allegations of fraud.

THE COURT: Yes.

J. BURSHTEIN: Now, I didn't bring it up because its really, for the most part, for trial but they're entirely baseless allegations of fraud and I'll just give you a couple of examples.

THE COURT: You know, you needn't. I understand perfectly there's a trial. There's a big issue of fraud. I'm not going to make any findings about anything being fraudlent. I'm used to one side saying there's fraud and the other side saying

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there's not. I understand that. If there's something you want to show me, that's fine but...

J. BURSHTEIN: Okay, if I can just show you, so they claimed, I just, in response to the fact that the claims that these, that those letters that were fabricated.

THE COURT: Yes.

J. BURSHTEIN: Because, if you turn to volume 2 of the applicant's motion record, tab 8...

THE COURT: Just a second. Which one, which, I now see that there are two days, February or...

J. BURSHTEIN: February 4^{th} , volume 2.

THE COURT: February 4th, yes. Tab?

J. BURSHTEIN: Tab 8, tab 8, page 280. So this is an, this is an affidavit that was filed, this is actually, you know we don't have the documentation yet, but we suspect this is one of the investors that we've referred to, so at 280, this is an email, this is back, this May 30th, so this is, this is a date that that there was a first notice that was sent and about four days before the termination was sent and you can see here it says, Wayne and Arnold will no longer be with Synthion...

THE COURT: Is this, is this it says, it says at the top, "my trip to L. A."?

J. BURSHTEIN: Yes, Your Honour.

THE COURT: And where are you reading from?

J. BURSHTEIN: Paragraph 3, beginning with, "the list is very long".

THE COURT: Yeah.

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J. BURSHTEIN: The final clause is, "Wayne and Arnold will no longer be with Synthion, effective this coming Monday".

THE COURT: Yes?

J. BURSHTEIN: Well the point is, is that basically, four days before the terminations were sent, Mr. Devante advised another individual that he would be sending these, those, essentially be terminating, or that Wayne and Arnold will no longer be with Synthion, and that, let me just corroborate our position.

THE COURT: Why would your client keep taking money from them if he got rid of them?

J. BURSHTEIN: Your Honour, I'll tell you, their claims are way off and I can't even go through...
THE COURT: I'm just asking a question.

J. BURSHTEIN: Yeah. So, in fact, he did not.

I'll tell you what happened, Your Honour. There was one payment that was made to Julian after the termination and after he received the, he claims that he advised them not to make any payments beforehand. But, after he received that payment, he closed that bank account to ensure that no further payments...

THE COURT: Well, did he send it back?

J. BURSHTEIN: I do not believe he did, Your

Honour. And then, another point I wanna make is,
they claim that they want to verify whether or not
this technology was fraudulent, but at the time
that they entered into the founder's agreement,
they brought an individual to verify, to that
verify the technology. So, they've already taken

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steps to, you know, assure that the technology is

THE COURT: So, say you but they're entitled to put their case before the judge.

J. BURSHTEIN: And in another issue, Your Honour, goes to, so this case arised in the context of the oppression remedy, so what we're looking after is the reasonable expectations of the parties and in the circumstances, again, you know if my client is found to have acted oppressively, their clients, his client, Mr. Dryer's client will be entitled to relief but when you look at the, the relative shareholdings and the fact that Julian was the inventor of the technology, you know, in our position its completely unreasonable that they'll ever get control over the company. Maybe they'll get a indirect interest, maybe they'll get a damages award, I'm not sure, Your Honour, but the point is, is that, its, its almost... THE COURT: That's all trial talk. Right? It's

trial talk.

J. BURSHTEIN: Sorry, I missed the word.

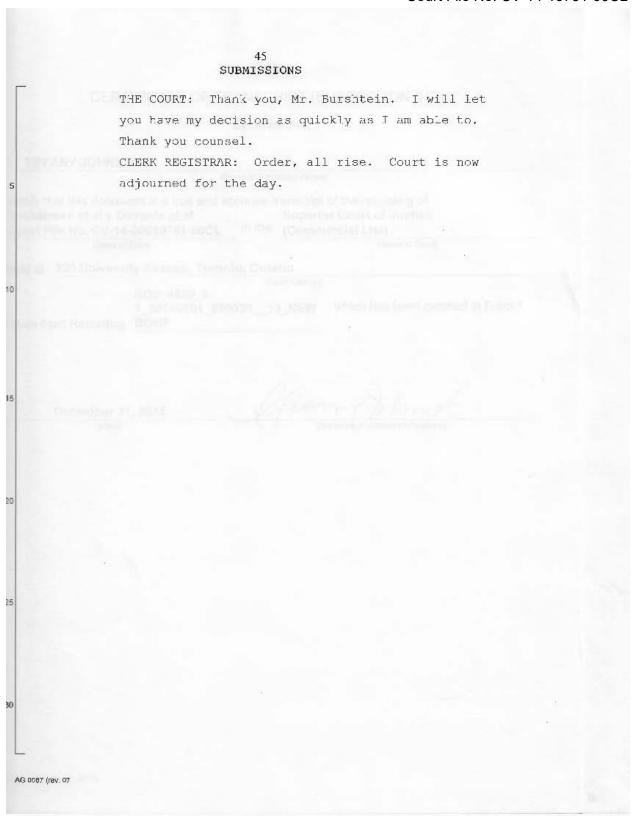
THE COURT: Its trial talk.

J. BURSHTEIN: Its trial talk except for the fact that, they're really gonna get the relief, they're gonna get the - I'm not gonna say it because you said that you're gonna - you know, they'll be safeguards, so I'm not going to say what they're gonna do.

THE COURT: Okay.

J. BURSHTEIN: Thank you, Your Honour.

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This is Exhibit "CCC" To the Affidavit of JULIAN DEVANTE

- f) Legal expenses with NRF including for corporate work, patent work and filing fees for Synthion's Provisional Patent Application; and
- g)Travel expenses.
- 87. The details of some of the amounts which Arnold advanced are as follows:

PAID TO	DATE	AMOUNT
FedEx Office	July 4, 2014	\$6.18
FedEx Office	July 4, 2014	\$4.18
Kelcom	May 1, 2014	\$64.68
The Virtual Solution Inc. o/a Intelligent Office	May 1, 2014	\$192.10
Envoy Business Services	June 17, 2014	(\$6.22)
Ally		\$350.00
Western Union	August 3, 2014	\$1,725.00
Western Union	August 3, 2014	\$812.00
Ontario Sustainable Energy	February 18, 2014	\$370.00
The Virtual Solution Inc. o/a Intelligent Office	2/1/2014	\$357.65
The Virtual Solution Inc. o/a Intelligent Office	3/1/2014	\$299.45
Kelcom	April 1, 2014	\$91.30
The Virtual Solution Inc. o/a Intelligent Office	4/1/2014	\$193.23
UPS Brokerage C.O.D.	March 25, 2014	\$172.71
Norton Rose Fulbright	June 30, 2014	\$5,000.00
Arjun Chahal	May 15, 2014	\$2,500.00
St. Moritz Apartments	April 17, 2014	\$4,700.00
Norton Rose Fulbright	February 14, 2014	\$10,000.00
Arjun Chahal	May 30, 2014	\$2,500.00
Arjun Chahal	February 14, 2014	\$2,500.00
Arjun Chahal	March 14, 2014	\$3,527.10
Julian DeVante	March 14, 2014	\$5,000.00
Julian DeVante	February 27, 2014	\$5,000.00
Wayne Berry	April 14, 2014	\$2,500.00
Arnold Beckerman	February 19, 2014	\$10,000.00
Julian DeVante	February 14, 2014	\$5,000.00
Julian DeVante	January 23, 2014	\$2,000.00
Arjun Chahal	April 14, 2014	\$2,957.24
Arjun Chahal	March 3, 2014	\$2,500.00
Arjun Chahal	February 27, 2014	\$2,500.00
Arjun Chahal	January 23, 2014	\$1,000.00
Wayne Berry	April 30, 2014	\$2,500.00

20

Arjun Chahal	April 30, 2014	\$2,500.00
Arjun Chahal	January 30, 2014	\$1,500.00
Julian DeVante	January 30, 2014	\$3,000.00
Wayne Berry	May 15, 2014	\$2,500.00
Wayne Berry	June 18, 2014	\$2,500.00
Wayne Berry	May 30, 2014	\$2,500.00
FedEx Office	May 12, 2014	\$23.84
TOTAL:		\$90,852.88

Copies of supporting documents for these expenditures are attached as Exhibit "Z" to this Affidavit.

SWORN BEFORE ME at the City
of Toronto,
this 20% day of October, 2014
)

Wayne Berry

Commissioner for Taking Affidavits, etc.

Alan B. Dryer

This is Exhibit "DDD" To the Affidavit of JULIAN DEVANTE



Julian Devante < j.devante@synthionenergy.com>

https://mail.google.com/mail/h/1 g2mmasx31rya/?&th=1583cbcac9c2720...

Re: NOVEMBER 9TH 2016 HEARING MATERIAL- CV-14-10751-00CL

1 message

Julian Devante < j.devante@synthionenergy.com>

Mon, Nov 7, 2016 at 11:02 AM

To: "Williams, Raymond D (MAG)" <Raymond.Williams2@ontario.ca>

Cc: "Alan B. Dryer" <adryer@shermanbrown.com>, Halla Khayat <halla@shermanbrown.com>

I am on travels with limited access to email.

I am in the process of looking for a lawyer. I expect to have legal counsel in two weeks.

Regards,

Julian DeVante Chair - Board of Directors Synthion Energy Inc.

On Fri, Nov 4, 2016 at 9:34 AM, Williams, Raymond D (MAG) <Raymond.Williams2@ontario.ca> wrote:

Please file it with Affidavit of attempted service and it will be in the Judge's discretion as to how they deal with it. Thank you

Ray Williams

Court and Client Representative

7th. Floor, 330 University Ave

Toronto, Ontario

Commercial General Pha 416.327.5043

Estates Scheduling line ph# 416-314-6735

From: Alan B. Dryer [mailto:adryer@shermanbrown.com]

Sent: November-04-16 10:56 AM

To: Williams, Raymond D (MAG); j.devante@synthionenergy.com

Cc: Halla Khayat

Subject: RE: NOVEMBER 9TH 2016 HEARING MATERIAL- CV-14-10751-00CL

I have a new Motion Record which hasn't been filed. However, Mr. DeVante is self-represented and cannot be reached or served. He does not respond to any emails and cannot be located. If it is appropriate, I can file the new Motion Record without proof of service today or Monday.

12/1/2016 4:00 PM 1 of 2

Alan B. Dryer

Sherman Brown

Practicing in Association

5075 Yonge Street, Suite 900 Toronto, ON M2N 6C6 Tel: (416) 222-0344 ext.107 Email: adryer@ShermanBrown.com

This e-mail contains information from the law firm of Sherman Brown which may be confidential or privileged. This e-mail is intended initially for the information of only the person to whom it is addressed. Be aware that any disclosure, copying, distribution or use of the contents of this e-mail, without the consent of such person, is prohibited.

From: Williams, Raymond D (MAG) [mailto:Raymond.Williams2@ontario.ca]

Sent: November-04-16 10:51 AM

To: adryer@shermanbrown.com; j.devante@synthionenergy.com

Subject: NOVEMBER 9TH 2016 HEARING MATERIAL- CV-14-10751-00CL

Please file/pull any material from the file you will be relying upon to have sent to the Judge for the November 9th 2016 hearing date as it is counsels responsibility to ensure that all the material is before the Judge. We have no material.

Ray Williams

Court and Client Representative

 7^{th} . Floor, 330 University Ave

Toronto, Ontario

Commercial General Ph# 416.327.5043

Estates Scheduling line ph# 416-314-6735

2 of 2



Julian Devante < j.devante@synthionenergy.com>

https://mail.google.com/mail/h/la9sragxm18wj/?&th=15851982e255cc8...

Re: Beckerman et al. and Synthion Energy Inc. et al. Court File No.: CV-14-10751-00CL

1 message

Julian Devante < j.devante@synthionenergy.com>

Fri, Nov 11, 2016 at 12:14 PM

To: JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca>

I have already replied to this email stating that I am on travels with limited access to email. I am curently looking for a lawyer and I have not been served regarding any motion.

Regards, Julian

On Mon, Oct 31, 2016 at 6:57 AM, JUS-G-MAG-CSD-Toronto-SCJ Commercial List <MAG.CSD.To.SCJCom@ontario.ca> wrote:

Scheduled Nov9/16 at 9:30 am

Alsou Anissimova

Superior Court of Justice

Commercial & Estates

330 University Ave 7th floor

Toronto, Ontario

M5G1R7

Tel: (416) 327-5043

Fax: (416) 326-2939

Email: toronto.commerciallist@jus.gov.on.ca

From: Halla Khayat [mailto:Halla@ShermanBrown.com]

12/1/2016 4:01 PM 1 of 3

https://mail.google.com/mail/h/1a9sragxml8wj/?&th=15851982e255cc8...

Sent: October-31-16 9:22 AM

To: JUS-G-MAG-CSD-Toronto-SCJ Commercial List
Cc: j.devante@synthionenergy.com; Alan Dryer - Office

Subject: Beckerman et al. and Synthion Energy Inc. et al. Court File No.: CV-14-10751-00CL

Good morning,

The Respondent, Julian DeVante is self-represented and cannot be reached. However, we are copying him with this e-mail and the Request form as instructed below.

Thank you,

Halla Khayat

Assistant to Alan B. Dryer and Orly Kahane-Rapport

Sherman*Brown

Practicing in Association

5075 Yonge Street, Suite 900 Toronto, ON M2N 6C6 Tel: (416) 222-0344 ext.108 Email: halla@ShermanBrown.com

This e-mail contains information from the law firm of Sherman Brown which may be confidential or privileged. This e-mail is intended initially for the information of only the person to whom it is addressed. Be aware that any disclosure, copying, distribution or use of the contents of this e-mail, without the consent of such person, is prohibited.

From: JUS-G-MAG-CSD-Toronto-SCJ Commercial List [mailto:MAG.CSD.To.SCJCom@ontario.ca]

Sent: October-31-16 8:56 AM

To: Halla Khayat

Subject: RE: Beckerman et al. and Synthion Energy Inc. et al. Court File No.: CV-14-10751-00CL

Please copy this e-mail to opposing counsel

From: Halla Khayat [mailto:Halla@ShermanBrown.com]

Sent: October-31-16 8:47 AM

To: JUS-G-MAG-CSD-Toronto-SCJ Commercial List

2 of 3 12/1/2016 4:01 PM

Synthion Energy Inc Mail - Re: Beckerman et al. and Synthion Energy Inc. ... https://mail.google.com/mail/h/1a9sragxml8wj/?&th=15851982e255ce8...

Cc: Alan Dryer - Office

Subject: Beckerman et al. and Synthion Energy Inc. et al. Court File No.: CV-14-10751-00CL

Good morning,

Please see attached our 9:30am Hearing Request Form in the above noted matter.

Thank you,

Halla Khayat

Assistant to Alan B. Dryer and Orly Kahane-Rapport

Sherman Brown

Practicing in Association

5075 Yonge Street, Suite 900 Toronto, ON M2N 6C6 Tel: (416) 222-0344 ext.108 Email: halla@ShermanBrown.com

This e-mail contains information from the law firm of Sherman Brown which may be confidential or privileged. This e-mail is intended initially for the information of only the person to whom it is addressed. Be aware that any disclosure, copying, distribution or use of the contents of this e-mail, without the consent of such person, is prohibited.

3 of 3

This is Exhibit "EEE" To the Affidavit of JULIAN DEVANTE

299

NORTON ROSE FULBRIGHT

Wayne Berry SYNTHION ENERGY INC. Suite 5700 100 King Street West Toronto Ontario M5X 1C7

Reminder as of 12/15/14

The following is a list of outstanding invoices over 40 days

Invoice	Date	Amount	Payment	Date	Outstanding For (Days)	Balance
Matter: 0102	26635-0001 G	eneral Corpor	ate Matters			
1370651	4/25/14	\$7,048.38	\$5,000.00	8/28/14	234	\$2,048,38
1379219	5/22/14	\$2,203.50	\$0.00		207	\$2,203.50
1399011	7/24/14	\$5,812.72	\$0.00		144	\$5,812.72
1406825	8/22/14	\$3,947.93	\$0.00		115	\$3,947.93
Total		\$19,012.53	\$5,000.00		CAD	\$14,012.53

PAYABLE UPON RECEIPT

If these invoices are already paid, please disregard this reminder

Accounts Receivable

Suite 3800 Royal Bank Plaza, South Tower

200 Bay Street Toronto, Ontario M5J 2Z4 T: +1 416.216.1894

nrortorfinance@nortonrosefulbright.com

300

NORTON ROSE FULBRIGHT

SYNTHION ENERGY INC. Suite 5700 100 King Street West Toronto, ON M5X 1C7

Reminder as of 12/15/14

The following is a list of outstanding invoices over 40 days

					Outstanding	
Invoice	Date	Amount	Payment	Date	For (Days)	Balance
Matter: 5590	0238-GEN-T	OR GENERAL	FILE			
1399050	7/24/14	\$1,539.51	\$0.00		144	\$1,539.51
Matter: 5590	0238-2USPR	ENERGY STO	RAGE MATERIA	LS		
1379225	5/22/14	\$18,620.59	\$1,986.44	8/28/14	207	\$16,634.15
Total		\$20,160.10	\$1,986.44		CAD	\$18,173.66

PAYABLE UPON RECEIPT

If these invoices are already paid, please disregard this reminder

Comptes clients / Accounts Receivable

Bureau 2500 1, Place Ville Marie Montréal (Québec) H3B 1R1 Canada T: +1 514.847.6166 +1 877.847.6166 F: +1 514.286.5474

nrcrecevables@nortonrosefulbright.com

This is Exhibit "FFF" To the Affidavit of JULIAN DEVANTE

1 2	Alejandro Menchaca (State Bar No. 220471) THE MENCHACA LAW FIRM 714 West Olympic Blvd., Suite 450 Los Angeles, CA 90015	SUPERIOR COURT OF CALIFORNIA COUNTY OF US ANGELES
3	Telephone: (213) 792-0877 Facsimile: (213) 745-6060 Email: amenchaca@ymail.com	MOY 05 2010
5	Entair. amonoracategyman.com	John A. Clarke/Executive Officer/Clork
6	Attorneys for Plaintiffs and Cross-Defendants DEBORAH FLATTERY, BRYNJA MCGRAI	DY and AMBERICAFLEUR-CLAYTON
7	FLATTERY CONCEPTS AND DESIGN, INC MIRACLE HYDRATE, LLC and General Bus Partnership	
8		HE STATE OF CALIFORNIA
9		
10	COUNTY OF	LOS ANGELES
11	DEBORAH FLATTERY, an individual,	CASE NO. BC409402
12	et al., Plaintiffs,	Assigned for all purposes to Hon. Mary Strobel, Dept. 32
13		NOTICE OF MOTION AND
14	v.	MOTION TO WITHDRAW CROSS- DEFENDANTS' RESPONSES TO
15	ROBIN MCGRAW, an individual, et al.,	REQUESTS FOR ADMISSIONS OR, IN THE ALTERNATIVE, AMEND
16	Defendants.	RESPONSES TO REQUESTS FOR ADMISSIONS; DECLARATION OF
17	PHILLIP MCGRAW, an individual, and ROBIN MCGRAW, an individual,	ALEJANDRO MENCHACA; DECLARATION OF DEBORAH
18	Cross-Complainants,	FLATTERY; DECLARATION OF BRYNJA MCGRADY; [PROPOSED] ORDER
19	v.	
20	DEBORAH FLATTERY, an individual; BRYNJA MCGRADY, an individual,	[PROPOSED] RESPONSES TO REQUEST FOR ADMISSIONS FILED CONCURRENTLY]
21	FLATTERY CONCEPTS AND DESIGN	1200-2007 DE DE LES ESTADOS ES
22	INC., a corporation; and DOES 1 through 50, inclusive,	REDACTED PURSUANT TO CAL RULE OF COURT. 2.551(B) A A A A A A A A A A A A A A A A A A A
23	Cross-Defendants.	Hearing Date: December 12000 Time:
24	39 -	Location: Dept. 32 & 5 5
25		Complaint Filed: March 11, 200명 중 등 경 Trial Date: Januar 3, 2010 등 등
26	TO THIS HONORABLE COURT, A	LL PARTIES AND TO THEIR ATTOMEYS
27	OF RECORD:	19:40 0
28		3310 PH
	LAI-3084570v3	1
- 11		IDDAW ADMICCIONS



PROPOUNDING PARTY:

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Defendants PHILLIP McGRAW and ROBIN McGRAW

RESPONDING PARTY: Plaintiff DEBORAH FLATTERY

Plaintiff DEBORAH FLATTI

SET NO.: ONE (1)

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

Pursuant to California Code of Civil Procedure § 2033.010 et seq., defendants Phillip McGraw and Robin McGraw hereby request that plaintiff Deborah Flattery provide written responses to this First Set of Requests For Admission within thirty (30) days after service thereof.

DEFINITIONS

As used herein, "YOU" and "YOUR" mean plaintiff and cross-defendant Deborah Flattery and any of her attorneys, employees, representatives or other agents.

As used herein, "McGRADY" means plaintiff and cross-defendant Brynja McGrady.

As used herein, "THE McGRAWS" means defendants and cross-complainants Phillip

McGraw and Robin McGraw.

As used herein, "THE PROJECT" means the home decoration project on the residence of defendants and cross-complainants THE McGRAWS in Beverly Hills, Ca. that took place between July through September, 2008.

REQUESTS

REQUEST NO. 1:

Admit that, in the period of November-December 2008, YOU told Danny Moore that YOU and McGRADY owed vendors an additional \$665,000 relating to THE PROJECT.

REQUEST NO. 2:

Admit that, in the period November-December 2008, YOU told Danny Moore that the vendors on THE PROJECT who were owed \$665,000 were demanding immediate payment.

REQUEST NO. 3:

Admit that when YOU told Danny Moore that YOU and McGRADY owed vendors \$665,000 relating to THE PROJECT, YOU and McGRADY actually owed vendors on THE PROJECT no more than \$73,800.

LA1-3028171v2

FIRST SET OF REQUESTS FOR ADMISSIONS TO PLAINTIFF DEBORAH FLATTERY

REQUEST NO. 4: 2 3 4 5 REQUEST NO. 5: 6 7 \$665,000. 8 REQUEST NO. 6: 9 10 December 2, 2008. 11 **REQUEST NO. 7:** 12 13 14 15 REQUEST NO. 8: 16 17 18 REQUEST NO. 9: 19 20 21 22 REQUEST NO. 10:

Admit that, on or about December 1, 2008, YOU told Danny Moore that, if THE McGRAWS paid YOU \$665,000, that sum would be paid out to suppliers and contractors on THE PROJECT immediately.

Admit that YOU lied to Danny Moore for the purpose of obtaining a payment of

Admit that THE McGRAWS paid YOU and McGRADY the sum of \$665,000 on or about

Admit that, in order to show that a substantial portion of the \$665,000 was outstanding to vendors on THE PROJECT, YOU and McGRADY created sham invoices falsely showing an outstanding amount due of approximately \$334,973.

Admit that, on or about December 16, 2008, YOU caused sham invoices showing an amount due of approximately \$334,973 to be submitted to Danny Moore.

Admit that, on or about December 16, 2008, YOU caused to be submitted to Danny Moore receipts showing that \$334,973 had been paid to vendors on THE PROJECT with some of the \$665,000 that the McGRAWS paid YOU and McGRADY on or about December 2, 2008.

Admit that the receipts that YOU caused to be submitted to Danny Moore on or about December 16, 2008 showing that \$334,973 had been paid to vendors on THE PROJECT were false in that such sums had not been paid to those vendors.

REQUEST NO. 11:

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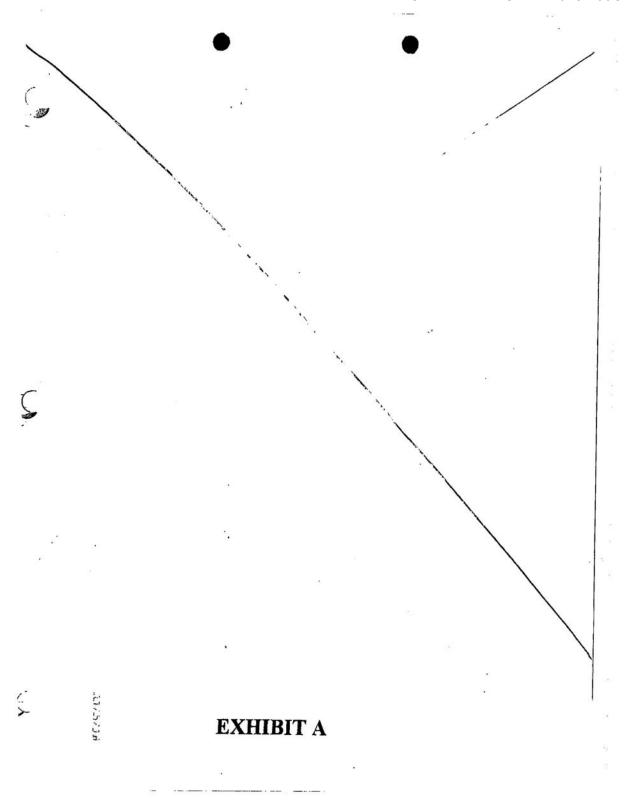
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Admit that, of the \$665,000 that THE McGRAWS paid to YOU and McGRADY on or about December 2, 2008, YOU and McGRADY spent at least \$256,154 on living expenses and LAI-3028171v2

FIRST SET OF REQUESTS FOR ADMISSIONS TO PLAINTIFF DEBORAH FLATTERY

personal financial obligations. REQUEST NO. 12: 2 3 Admit that, through your agents, YOU represented to counsel for THE McGRAWS on or about April 10, 2009 that \$335,046 of the \$665,000 received on or about December 2, 2008 "was placed in an escrow account where it remains to this day." REQUEST NO. 13: 6 7 Admit that YOU did not place \$335,046 in an escrow account as represented by YOU on or about April 10, 2009 but instead deposited it in a savings account which has been used for 9 per onal expenses. 10 REQUEST NO. 14: Admit that the receipt attached hereto as Exhibit A from Gluzzer Construction is false in 11 reflecting that Gluzzer Construction had received \$186,125 from YOU to pay a balance due. 12 13 RECUEST NO. 15: Admit that YOU caused the receipt attached as Exhibit A hereto to be submitted to Danny 14 15 Moore on or about December 16, 2008. 16 REQUEST NO. 16: 17 Admit that, at the time YOU caused the receipt attached as Exhibit A hereto to be 18 submitted to Danny Moore, YOU knew that that receipt was false. 19 Dated: June 2009 JONES DAY 20 21 22 Attorneys for Defendants and Cross-23 Complainants PHILLIP MCGRAW AND ROBIN 24 **MCGRAW** 25 26 27 28 LAI-3028171v2 FIRST SET OF REQUESTS FOR ADMISSIONS TO PLAINTIFF DEBORAH FLATTERY



			p. 2
(FLATTERY/MCGRADY CONCEPTS & DES 4510 VIA LAGUNA NEWBURY PARK, CA 91320 (805) 236-1992 (818) 917-9178	Hgn inc.	
	INVOICE INVOICE	Dec 12/08	
Ş	GLICZZER CONFIRMICION I R # 186, 125 TO BALANCE DUE. X // from	HAS PAY	()
	× Oftlattery	•	
			ş .
\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\		E	XA .

Steven T. Lowe, Esq., SBN 122208 Cyrus S. Tabibnia, Esq. SBN 237348 LOWE LAW, a Professional Corporation 2 11400 Olympic Boulevard, Suite 640 Los Angeles, California 90064 Telephone: (310) 477-5811 Facsimile: (310) 477-7672 3 5 Attorneys for Plaintiffs 6 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA 8 FOR THE COUNTY OF LOS ANGELES 9 DEBORAH FLATTERY, an individual,)CASE NO. CASE NO: BC409402 BRYNJA MCGRADY, an individual, 10 FLATTERY CONCEPTS AND DESIGN INC.,) MIRACLE HYDRATE, a California General 11 Partnership, and MIRACLE HYDRATE LLC PLAINTIFF DEBORAH FLATTERY'S RESPONSES TO REQUESTS FOR 12 ADMISSIONS Plaintiffs. 13 14 PHILLIP MCGRAW p/k/a Dr. Phil, an 15 individual, ROBIN MCGRAW, an individual, and JANET'S SKIN CARE, a business entity 16 form unknown, JANET HARRIS, an individual, and DOES 1-50 inclusive, 17 18 Defendants. 19 PROPOUNDING PARTY: DEFENDANTS ROBIN MCGRAW AND PHILLIP 20 **MCGRAW** 21 RESPONDING PARTY: PLAINTIFF, DEBORAH FLATTERY 22 PRELIMINARY STATEMENT 23 It should be noted Plaintiff Flattery (hereafter "Plaintiff") has not fully completed its 24 investigation of the facts relating to this case, has not fully completed discovery in this action and 25 has not completed preparation for trial. All responses contained herein are based only upon such 26 information and documents which are presently available to and specifically known to defendant. Facts and evidence now known may be imperfectly understood, or the relevance or 27 consequences of such facts and evidence may be imperfectly understood, and accordingly, such 28 PLAINTIFF FLATTERY'S RESPONSES TO REQUEST FOR ADMISSIONS

facts and evidence may, in good faith, not be included in the following responses.

It is anticipated further discovery, independent investigation, legal research and analysis will supply additional facts, and meaning to the known facts, as well as establishing entire new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

Plaintiff accordingly reserves the right to change any and all answers herein as additional facts are ascertained, analyses are made, legal research is completed and contentions are made. The answers contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contentions as is presently known but should in no way be to the prejudice of Plaintiff in relation to further discovery, research or analysis.

Plaintiff assumes no obligation to voluntarily supplement or amend these responses to reflect witnesses, facts and evidence following the service of these responses. In addition, because some of these responses may have been ascertained by the responding party's attorneys and investigators, Plaintiff may not have personal knowledge of the information from which these responses are derived.

RESPONSES TO REQUESTS FOR ADMISSION

Response to Request No. 1:

Deny.

Response to Request No. 2:

Deny. In the period November-December 2008, plaintiff told Danny Moore that vendors and suppliers had not been paid. However, the vendors/suppliers were not specifically named nor was it stated that the vendors were "demanding immediate payment".

Response to Request No. 3:

Deny. plaintiff owed more than \$73,800 to vendors on THE PROJECT.

Response to Request No. 4:

Admit.

Response to Request No. 5:

Admit.

Response to Request No. 6:

Admit.

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PLAINTIFF FLATTERY'S RESPONSES TO REQUEST FOR ADMISSIONS

Response to Request No. 7: 1 Admit. 2 Response to Request No. 8: 3 Admit. 4 Response to Request No. 9: 5 Admit. 6 Response to Request No. 10: 7 Objection. Vague and ambiguous. Plaintiff expressly reserves the right to use any information or evidence subsequently discovered, at the time of trial or at any hearing pertaining 8 to the above-captioned matter. In addition, plaintiff reserves the right to amend its responses in 9 the event that any responses are incorrect or incomplete as a result of plaintiff's mistake, 10 inadvertence, or excusable neglect. 11 Response to Request No. 11: 12 Admit. 13 Response to Request No. 12: Objection. This request involves matters relating to settlement negotiations and 14 obligations. Such matters are protected under California Evidence Code Section 1152. 15 Response to Request No. 13: 16 Objection. This request involves matters relating to settlement negotiations and 17 obligations. Such matters are protected under California Evidence Code Section 1152. 18 Response to Request No. 14: 19 Admit. Response to Request No. 15: 20 Admit. 21 Response to Request No. 16: 22 Admit. 23 Respectfully Submitted, 24 LOWE LAW, P.C., 25 26 Dated: August 13, 2009 rus 8. Tabibnia 27 Attorneys for Plaintiffs 28 PLAINTIFF FLATTERY'S RESPONSES TO REQUEST FOR ADMISSIONS

STATE OF CALIFORNIA, COUNT LOS AT	ngeles
I have read the foregoing RESPONSES TO S	REQUEST FOR PRODUCTION OF DOCUMENTS -
DEBORAH FLATTERY	and know its contents.
X CHECK APP	PLICABLE PARAGRAPHS
X I am a party to this action. The matters stated	in the foregoing document are true of my own knowledge except as to
those matters which are stated on information and be	elief, and as to those matters I believe them to be true.
l am an Officer a partner	Cla of
reason.	
a party to this action. Such party is absent from the o	county of aforesaid where such attorneys have their offices, and I make
this verification for and on behalf of that party for the	nat reason. I am informed and believe and on that ground allege that
the matters stated in the foregoing document are true.	
Executed on August 14, 2009	, at Los Angeles, California.
I declare under penalty of perjury under the laws of the	e State of California that the foregoing is true and correct.
DEBORAH FLATTERY	x Dostalley
Type or Print Name	OF OF SERVICE
	a (3) CCP Revised S/1/88
STATE OF CALLEGRAIA COUNTY OF YOUR	CET EG
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES	
I am employed in the county of LOS ANGELES	
I am over the age of 18 and not a party to the within ac	ction; my business address is:
O- 110000 14 0000	
On, AUGUST 14, 2009 I served the FOR PRODUCTION OF DOCUMENTS - DEBU	of foregoing document described as RESPONSES TO REQUEST ORAH FLATTERY
Admiss/015	21441 1241
on FRE	DERICK D FREIDMAN OF JONES DAY in this action
on FRE X by placing the true copies thereof enclosed in sealed er X by placing the original X a true copy thereof e	nvelopes addressed as stated on the attached mailing list: enclosed in sealed envelopes addressed as follows:
on FRE X. by placing the true copies thereof enclosed in sealed er	nvelopes addressed as stated on the attached mailing list: enclosed in sealed envelopes addressed as follows:
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on FRE X by placing the true copies thereof enclosed in sealed er X by placing the original X a true copy thereof e 555 SOUTH FLOWER STREET, FIFTIETH	nvelopes addressed as stated on the attached mailing list: enclosed in sealed envelopes addressed as follows:
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on FRE X. by placing the true copies thereof enclosed in sealed er X. by placing	nvelopes addressed as stated on the attached mailing list: enclosed in sealed envelopes addressed as follows: FLOOR, LOS ANGELES, CA 90071
on FRE X by placing the true copies thereof enclosed in sealed er X by placing the original a true copy thereof e 555 SOUTH FLOWER STREET, FIFTIETH X BY MAIL X 1 deposited such envelope in the mail at 114 The envelope was mailed with postage thereon fully	nvelopes addressed as stated on the attached mailing list: enclosed in sealed envelopes addressed as follows: FLOOR, LOS ANGELES, CA 90071 OUNTED BLVD, LOS ANGELES, California.
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facts and evidence may, in good faith, not be included in the following responses.

It is anticipated further discovery, independent investigation, legal research and analysis will supply additional facts, and meaning to the known facts, as well as establishing entire new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

Plaintiff accordingly reserves the right to change any and all answers herein as additional facts are ascertained, analyses are made, legal research is completed and contentions are made. The answers contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contentions as is presently known but should in no way be to the prejudice of Plaintiff in relation to further discovery, research or analysis.

Plaintiff assumes no obligation to voluntarily supplement or amend these responses to reflect witnesses, facts and evidence following the service of these responses. In addition, because some of these responses may have been ascertained by the responding party's attorneys and investigators, Plaintiff may not have personal knowledge of the information from which these responses are derived.

RESPONSES TO REQUESTS FOR ADMISSION

Response to Request No. 1:

Deny.

Response to Request No. 2:

Deny. In the period November-December 2008, plaintiff told Danny Moore that vendors and suppliers had not been paid. However, the vendors/suppliers were not specifically named nor was it stated that the vendors were "demanding immediate payment".

Response to Request No. 3:

Deny. plaintiff owed more than \$73,800 to vendors on THE PROJECT.

Response to Request No. 4:

Admit.

Response to Request No. 5:

Admit.

Response to Request No. 6:

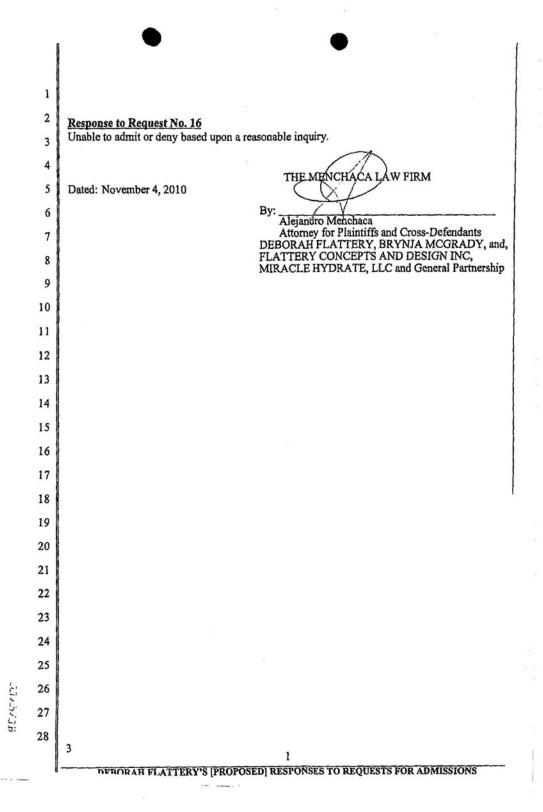
Admit.

27 28

PLAINTIFF FLATTERY'S RESPONSES TO REQUEST FOR ADMISSIONS

1 2	Alejandro Menchaca (State Bar No. 220471) THE MENCHACA LAW FIRM 714 West Olympic Blvd., Suite 450	
3	Los Angeles, CA 90015 Telephone: (213) 792-0877 Facsimile: (213) 745-6060	
4	Email: amenchaca@ymail.com	
5	Attorneys for Plaintiffs and Cross-Defendants	
6	DEBORAH FLATTERY, BRYNJA MCGRAI FLATTERY CONCEPTS AND DESIGN, INC	DY and
7	MIRACLE HYDRATE, LLC and General Bus Partnership	
8	SUPERIOR COURT OF T	HE STATE OF CALIFORNIA
	COUNTY OF LOS ANGELES	
10		
11	DEBORAH FLATTERY, an individual,	CASE NO. BC409402
12	et al.,	Assigned for all purposes to Hon. Mary Strobel, Dept. 32
13	Plaintiffs,	PLAINTIFF AND CROSS-
14	v.	DEFENDANT DEBORAH FLATTERY'S[PROPOSED]
15	ROBIN MCGRAW, an individual, et al.,	RESPONSES TO REQUESTS FOR ADMISSIONS
16	Defendants.	[FILED CONCURRENTLY WITH
17	PHILLIP MCGRAW, an individual, and ROBIN MCGRAW, an individual,	MOTION TO WITHDRAW RESPONSES TO RFAS]
18	Cross-Complainants,	[LODGED CONDITIONALLY CAL
19	v.	RULE OF COURT 2.551(B)(3)]
20	DEBORAH FLATTERY, an individual;	Hearing Date: December 1, 2010 Time: 8:30 a.m.
21	BRYNJA MCGRADY, an individual, FLATTERY CONCEPTS AND DESIGN	Location: Dept. 32
22	INC., a corporation; and DOES 1 through 50, inclusive,	Complaint Filed: March 11, 2009 Trial Date: January 3, 2010
23	Cross-Defendants.	
24		
25		
26	PROPOUNDING PARTY: DEFENDANT A	ND CROSS-COMPLAINANT ROBIN
27	MCGRAW	
28	RESPONDING PARTY: PLAINTIFF/ CROSS-DEFENDANT DEBORAH FLATTERY	
	3	
- 4	DERORAH ELATTERV'S IPROPOSEDI RE	SPONSES TO REQUESTS FOR ADMISSIONS

1		
2	RESPONSES TO REQUESTS FOR ADMISSION	
3	Response to Request No. 1 Unable to admit or deny based upon a reasonable inquiry.	
4		
5	Response to Request No. 2 Unable to admit or deny based upon a reasonable inquiry.	
6	Response to Request No. 3 Unable to admit or deny based upon a reasonable inquiry.	
7		
8	Response to Request No. 4 Unable to admit or deny based upon a reasonable inquiry.	
9		
10	Response to Request No. 5 Deny.	
11	Response to Request No. 6 Unable to admit or deny based upon a reasonable inquiry.	
12		
13	Response to Request No. 7 Unable to admit or deny based upon a reasonable inquiry.	
14		
15	Response to Request No. 8 Unable to admit or deny based upon a reasonable inquiry.	
16		
17	Response to Request No. 9 Unable to admit or deny based upon a reasonable inquiry.	
18		
19	Response to Request No. 10 Unable to admit or deny based upon a reasonable inquiry.	
20	Response to Request No. 11 Unable to admit or deny based upon a reasonable inquiry.	
21		
22	Response to Request No. 12	
23	Unable to admit or deny based upon a reasonable inquiry.	
24	Response to Request No. 13 Unable to admit or deny based upon a reasonable inquiry.	
25	00 CHY CARACTER TO THE THE STATE OF THE STA	
26	Response to Request No. 14 Unable to admit or deny based upon a reasonable inquiry.	
27	Response to Request No. 15	
28	Unable to admit or deny based upon a reasonable inquiry.	
.0	1	
1	DEBODAH FLATTERY'S [PROPOSED] RESPONSES TO REQUESTS FOR ADMISSIONS	



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/10/11 **DEPT. 32** HONORABLE Mary H. Strobel JUDGE D. Beltran DEPUTY CLERK HONORABLE JUDGE PRO TEM ELECTRONIC RECORDING MONITOR C. Caterio/C.A. Deputy Sheriff R. Norberg (CSR 9265) Reporter 8:30 am BC409402 Counsel Alejandro Menchaca (x)DEBORAH FLATTERY ET AL Defendant ROBIN MCGRAW ET AL Cassandra Zapaterreno(x) Christopher Chathm (x) Counsel William B. Dawson (x))

NATURE OF PROCEEDINGS:

- PLAINTIFFS' MOTION FOR LEAVE TO AMEND SECOND AMENDED COMPLAINT;
- 2. MOTION OF DEFENDANTS TO COMPEL COMPLIANCE WITH REQUESTS FOR PRODUCTION OF DOCUMENTS / REQUEST FOR SANCTIONS;
- 3. PLAINTIFFS/CROSS-DEFENDANTS' MOTION TO WITHDRAW CROSS-DEFENDANTS' RESPONSES TO REQUESTS FOR ADMISSIONS OR, IN THE ALTERNATIVE, AMEND RESPONSES TO REQUEST FOR ADMISSIONS; (Taken under submission on 06/03/11)

The matters are called for hearing.

As more fully reflected within the notes of the official Court reporter, which are incorporated herein by reference, the motions are heard and argued.

The Court rules as follows:

- 1. Plaintiffs' Motion for Leave to Amend Second Amended Complaint GRANTED. Plaintiffs' Third Amended Complaint to be filed by 06/13/11.
- 2. Defendants Motion to Compel Compliance with Requests for Production of Documents: GRANTED. Request for Sanctions: DENIED.

Page 1 of 2 DEPT. 32

MINUTES ENTERED 06/10/11 COUNTY CLERK

36/14/2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 06/10/11 **DEPT. 32** HONORABLE Mary H. Strobel D. Beltran DEPUTY CLERK HONORABLE JUDGE PRO TEM ELECTRONIC RECORDING MONITOR C. Caterio/C.A. Deputy Sheriff R. Norberg (CSR 9265) Reporter 8:30 am BC409402 Plaintiff Alejandro Menchaca Counsel DEBORAH FLATTERY ET AL Defendant ROBIN MCGRAW ET AL Cassandra Zapaterreno(x) Counsel Christopher Chathm (x)William B. Dawson (x))

NATURE OF PROCEEDINGS:

3. The Court having head and considered argument of Counsel and considered the documents submitted, rules on the submitted matter as follows:

Plaintiffs' Motion to Withdraw Responses to Requests for Admissions: DENIED.

Attorney Cassandra Zappaterreno is directd to serve and lodge with the Court a proposed form of order, directly to Department 32.

Each Moving Party directed to give notice.

Page 2 of 2 DEPT. 32

MINUTES ENTERED 06/10/11 COUNTY CLERK

BE/14/33

This is Exhibit "GGG" To the Affidavit of JULIAN DEVANTE

From:

arnbeckerman@gmail.com

To: Subject:

Julian DeVante Re: Rental

Date:

April-17-14 1:29:55 PM

This is US currency. I have to convert from Cdn which is more. I need an acct to wire transfer funds to. Or is there another payee? Let me know ASAP. Thanks.

-----Original Message-----From: Julian DeVante

To: Arnold

Subject: Rental

Sent: Apr 17, 2014 1:23 PM

Hi Arnold,

These people are really something. The move in amount would be:\$4,756.00 First, I dont have that and second I can only pull out \$400 from the ATM per day.

If it possible for you to cover this then pull it out from my pay \$1000 per pay period that would help as I have other payments to make.

regards,

Julian

Your next rent payment will be due on

06/01/14

The following amounts are included in this move-in requirement

Total Required

Security Deposit \$1,995.00

Garage/Gate Remote Deposit\$35.00

\$0.00

\$0.00

\$2,030.00

Monthly \$1,995.00

Prorate Rent \$931.00

\$2,926.00

Nonrefundable Application Fee \$40.00

Total Move-in Costs \$4,996.00

Deposit Credit - Check #s_

\$240.00

Misc.

\$0.00

Total Due:

CASHIER'S CHECK OR MONEY ORDER REQUIRED

\$4,756.00

Sent from my BlackBerry® powered by Virgin Mobile.

108

From:

Arjun Chahal

To:

arnbeckerman@gmail.com; wayne berry Julian DeVante

Cc: Subject:

Few changes

Date: December-29-13 5:21:56 PM

Guys,

Minor points...

- Wages are non-negotiable i.e. Julian \$10,000 and Arjun \$5,000 because we will be paying for our accommodations
- 2. Initially title for everyone will be that of 'director'

Sincerely,

Arjun

This is Exhibit "HHH" To the Affidavit of JULIAN DEVANTE

From: To: Julian DeVante David Appleby

Subject:

Re: Proposal for Synthion Energy

Date:

July 1, 2014 12:18:22 PM

Hi David,

I just returned from my trip.

Just to be clear I am not interested, in pursuing yours/Anthony's personal proposal you made to me. In asking for a proposal from the investor side/your side I was requesting an offer/proposal from the investors that would be a stepping stone to investment once the technology is demonstrated and fully vetted by their engineer. I have also come into information that you are stil engaging Wayne and Arnold despite the fact that they have been formally removed from Synthion. Due to Wayne and Arnold illegally engaging investors including your brother at Northern Cross; I have temporarily dissolved Synthion to minimize the damage they are doing to my company and my technology.

As part of my plans I had shared with my team and mentioned to you; I am in the process of putting together a pilot facility in California.

This facility will be run by Global Energy Storage Corporation which I had setup for this purpose end of 2013. GESc was planned to be the entity that takes manufacturing global.

As planned, operations at Synthion had already started winding down in March/April.

While I cannot stop you from communicating with Wayne and Arnold be aware of the situation as you are responsible for your own actions.

Regards Julian

This is Exhibit "III" To the Affidavit of JULIAN DEVANTE

From:

<u>Julian</u>

To:

DEB GESC

Subject:

Re: Fwd: confirming Thursday"s meeting

Date:

June 16, 2014 9:47:36 PM

Deb,

Let them know that I will require the following:

Demo Table space 2 meters in length Power cord that goes close to the demo table Temperature gun (to measure temp on shorting) Big screen monitor with HDMI input

Good luck on your meeting with Ivan.

Regards, Julian

On 6/16/2014 6:36 PM, DEB GESC wrote:

Julian,

I am meeting Ivan tomorrow at 2 o'clock as ask by Ivan before our Thursday meeting. I am meeting him off Lankershim in North Hollywood tomorrow at 2.

Deb

Begin forwarded message:

From: "Sir Alfred J. DiMora "
<adimora@dimoramotorcar.com>
Date: June 16, 2014 9:08:50 AM PDT

To: "DEB GESC" < deb@globalenergystoragecorp.com>

Subject: RE: confirming Thursday's meeting

Hi Deborah,
I think it would work better for me if you guys came to Palm Springs.
What
time would you be coming?

Sir Alfred J. DiMora 760.409.4580 direct

----Original Message----

From: DEB GESC [mailto:deb@globalenergystoragecorp.com]

Sent: Saturday, June 14, 2014 1:26 PM To: Adimora@dimoramotorcar.com

Cc: Julian

Subject: confirming Thursday's meeting

Dear Al,

It was a great pleasure for Julian and I to meet you and your team.

The empire that you have built is truly from your synergy, how you treat others and the legacy you have paved. We look forward to seeing you on Thursday we would be happy to drive to your facilities, we have carved that day out for DiMora.

Thank you again have a wonderful weekend.

Closing with Great Aspirations for the Future,

Deborah Flattery Global Energy Storage Corp. 805 236 1992

This email is free from viruses and malware because avast! Antivirus protection is active. http://www.avast.com From:

Sir Alfred J. DiMora "Julian"

Subject:

RE: Questions

Date:

June 21, 2014 12:16:55 PM

Julian,

Tried to call you and got no answer. You not have a mail box that is set up yet? Call my cell 760.409.4580 anytime.

Sir Alfred J. DiMora

----Original Message----

From: Julian [mailto:julian@globalenergystoragecorp.com]

Sent: Friday, June 20, 2014 9:48 PM To: adimora@dimoramotorcar.com

Subject: Questions

Al,

Can you give me a call? 949-322-4388

Regards,

Julian

This email is free from viruses and malware because avast! Antivirus protection is active. http://www.avast.com From:

Sir Alfred J. DiMora

To: Subject: "Julian" RE: Wednesday

Date:

June 23, 2014 10:23:18 PM

I THOUGHT YOU WERE IN ORANGE COUNTY AREA?

----Original Message----

From: Julian [mailto:julian@globalenergystoragecorp.com]

Sent: Monday, June 23, 2014 7:16 PM

To: Sir Alfred J. DiMora Subject: Re: Wednesday

Wednesday @ 11:30am Loews Santa Monica Beach 1700 Ocean Ave, Santa Monica, CA

Let me know if that works for you.

Regards, Julian

This email is free from viruses and malware because avast! Antivirus protection is active. http://www.avast.com

This is Exhibit "JJJ" To the Affidavit of JULIAN DEVANTE

From:

DEB GESC

To: Subject: Date: Attachments:

Julian
loi for DIMora/GESC for your review
June 21, 2014 12:52:31 AM
dimora- gesc letter of intent for exclusive rights .pdf

LETTER OF INTENT

Dear Mr. Dimora,

We appreciate your passion for Global Energy Storage Corp. and are very intrigued by your global outreach in so many areas. We commend you for your humanitarianism and also your accolades in the transportation industry.

The strategy GESC has is to keep the nano materials specific to GESC. Our suggestion to maximize GESC goals:

- 1. licensing our power packs
- exclusive relationships specific to TRANSPORTATION/ENERGY/MILITARY/GOVERNMENTS /COMMERCIAL USE
- 3. exclusive relationships in cities, states & countries
 Truly you are passionate to the transportation industry and have a vision for
 the future. Joining forces is an incredible honor.

GESC would like to offer you an exclusive agreement for 5 years for the battery power packs as such contingencies must be set up with regards to number of units ordered per year as well as DiMora Motor cars and Sir Alfred DiMora will not be able to manufacture with any other battery technology in the printable battery sector.

In return for the licensing agreement we would ask for a 10M capital injection per year for 5 years.

GESC is leaving this offer on the table until Wednesday, June 25 at close of the business day and vested by Dimora Motor Cars placing 10M in an escrow account marked for "GESC" at which time GESC will formalize a contract with all legalese.

We appreciate your feedback and look forward to your response.

Regards,

Julian Devante
Inventor / Principal
Deborah Flattery
Director of Marketing 805 236 1992

 From:
 Deb Global Energy Storage Corp

 To:
 Julian

 Subject:
 Re: loi for DiMora/GESC for your review

 Date:
 June 21, 2014 10:06:11 AM

Certainly

Sent from my iPhone

```
> On Jun 21, 2014, at 7:01 AM, Julian <julian@globalenergystoragecorp.com> wrote:
> Thanks for writing this email.
> Unfortunately, the numbers are wrong and this is not what I want with Dimora.
> I will need a lawyer to put together something for them and that will take a few days.
> Do not send that to them.
> regards,
> Julian
> On 6/20/2014 9:52 PM, DEB GESC wrote:t
```

 From:
 Deb Global Energy Storage Corp

 To:
 Julian

 Subject:
 Re: loi for DiMora/GESC for your review

 Date:
 June 21, 2014 10:07:54 AM

I think you should negotiate before a lawyer comes in as if things are too far off it will be all for not.

```
:)
Sent from my iPhone

> On Jun 21, 2014, at 7:01 AM, Julian <julian@globalenergystoragecorp.com> wrote:
> Thanks for writing this email.
> Unfortunately, the numbers are wrong and this is not what I want with Dimora.
> I will need a lawyer to put together something for them and that will take a few days.
> Do not send that to them.
> regards,
> Julian
> On 6/20/2014 9:52 PM, DEB GESC wrote:t
```

This is Exhibit "KKK" To the Affidavit of JULIAN DEVANTE

From: To: Subject:

Julian DeVante

arnbeckerman@gmail.com; wayne berry Potential Warehouse Information May-05-14 12:54:16 PM

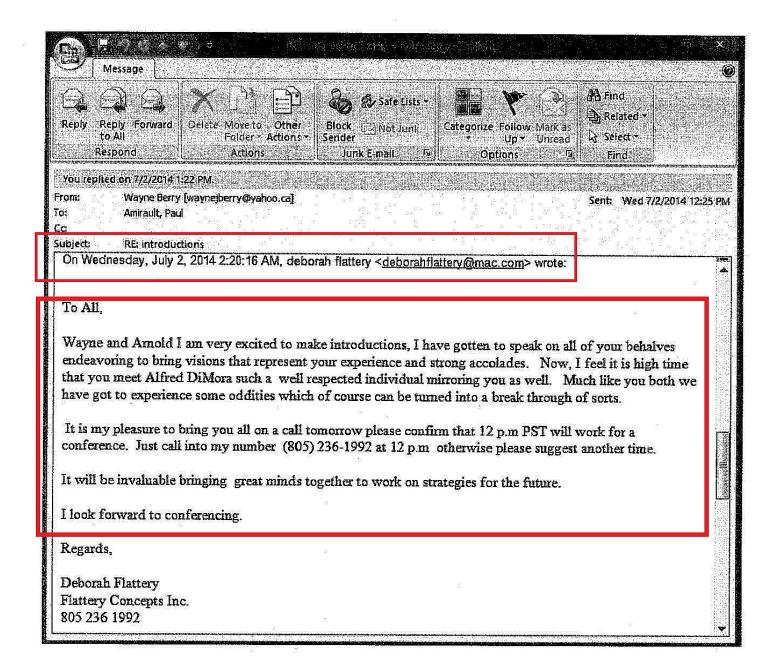
Warehouse for lease, 2000-5000 s.f., (Most have a big space and sub lease) http://reporting.loopnet.com/report/3ab23a31-24fa-46e5-9931a2831657b016

http://reporting.loopnet.com/report/3df64d4e-b767-4b1a-a4da-c15310152418

http://reporting.loopnet.com/report/f767ea44-c91f-4b69-9a9a-e782115fe0c6

http://reporting.loopnet.com/report/aaf501a8-1975-4632-96c6-d34ec0c04e87
http://reporting.loopnet.com/report/1cdb41d1-3407-495c-bed2-24475c217a27
http://reporting.loopnet.com/report/78a5615d-0668-4729-9acb-46eff24c8cb7
http://reporting.loopnet.com/report/8e56d39c-9f0e-4947-a6c4-12479909dd7d
http://reporting.loopnet.com/report/14452f76-2008-4e22-acbd-e14c39a8b280

This is Exhibit "LLL" To the Affidavit of JULIAN DEVANTE



This is Exhibit "MMM" To the Affidavit of JULIAN DEVANTE

279

From: To: Cc: Subject: Date:

Attachments:

David Appleby Julian DeVante Anthony Campbell Proposal for Synthion Energy June-14-14 2:42:30 PM

Proposal for Synthion.docx Company valuation v 1.0.xlsx

Hi Julian,

As discussed, I have put together a basic proposal to create a core executive management team comprising you, me and Anthony. Once we have an agreement in place between us (which can be contingent upon raising the required funds), we will introduce our investors immediately.

The attached spreadsheet shows a sample from the main finance model with what I think are realistic goals in terms of potential income, at least from the perspective of what we should base performance-related milestones on. The main reason why I put it together is so you can get a sense of the likely company valuation at any given time over the next 4 years; the resultant numbers being what I consider to be our minimum target.

Notwithstanding that sharing some of the spoils with us once the company is already making significant income will have a negligible effect on your future wealth, both Anthony and I would like to be able to contribute in a meaningful way to whatever philanthropic ventures we embark upon. Free from vested interest and dogma, I think that together we could achieve a great deal.

I look forward to hearing from you shortly.

Best regards, David +44 7701 090807

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

280

Proposal for Synthion

Core Founders Team:

Julian DeVante – President & Chief Technology Officer David Appleby – Chief Executive Officer Anthony Campbell – Chief Operating Officer

In the short time that we, David & Anthony have had the pleasure of discussing with Julian his extraordinary, ground-breaking NS technology, many ideas have already been put forward and discussed.

Philosophy & Ethics

It is our assertion that each team member shares the same ethical considerations and corporate ethos, to wit:

- That first and foremost, the technology and its positive implications for ALL humanity come before and indeed inform - all other considerations. This may be characterised as "The Idea".
- That the individual is subsumed into The Idea, i.e. every employee of the company is a part of and
 is empowered by a much greater goal that goes beyond the usual cliché of corporate flag-waving.
- That the company and its employees are custodians of The Idea and exist to serve it, i.e. the
 corporate entity is the means to an end and not the means itself.

Proposed Executive Founders' structure:

7.81

Corporate Management Style

As the adage goes, there is no "I" in team. From the perspective of the senior management, whilst passion, creative flair and openness are to be encouraged, egos are not welcome and hurt feelings are strictly forbidden. Self-discipline and hard work and a policy of engaging as much as possible with staff on an informal and friendly basis will, when coupled with an open and inclusive style of management, foster a very loyal workforce. Minimisation of middle management by the use of sophisticated workflow control and reporting software will also help to encourage a strong team ethic amongst sales, marketing and development groups.

Fund Raising

We have sourced the ideal investors to help us set up the business and will work together with Julian as a unified, purpose-driven core team to drive the business forward. We have already identified a number of key executives who are not only exceptionally qualified, but also motivated by a similar ethos to our own.

Shareholder Agreement

It is proposed that a founders' shareholder agreement be put in place before any investment is placed into the company. This will include a performance/milestone-based share allocation for David and Anthony which will give Julian the confidence that his partners will work hard to achieve optimal success for the business. It will also mean that he will retain overall control in the early and most crucial stages of operation.

This will also create a stable platform for investment with a strong, capable, single-minded executive team geared towards generating maximum shareholder value with the utmost integrity.

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

This is Exhibit "NNN" To the Affidavit of JULIAN DEVANTE



From: To: Subject: Date: deborah flattery Julian

. . Ju

open to discussion June-20-14 2:18:05 PM

Dear Julian,

LOAN:

10% OF 14M consulting fees (1.4M)

equity in the form of common shares (non diluted) of I.4M

return of my 120K plus 50K (Ian Brewster getting 120K common shares non dilluted)

Director of Marketing Seat on the board

Moving forward with strategic partners / etc.

any revenues agreed upon consulting fee of 5% (i will share in this with Ian Brewster and for instance if any deal is made with DiMora I would make sure Ivan receives a portion of this as well)

equity stake that you feel appropriate to your model and my worth

Director of Marketing Seat on the Board

I am open to your suggestions and I respect you dearly.

Thank You,

Deborah Flattery 805 236 1992

This is Exhibit "OOO" To the Affidavit of JULIAN DEVANTE

From:

Julian DeVante David Appleby

To: Subject:

Re: Proposal for Synthion Energy

Date:

July 1, 2014 12:18:22 PM

Hi David,

I just returned from my trip.

Just to be clear I am not interested, in pursuing yours/Anthony's personal proposal you made to me. In asking for a proposal from the investor side/your side I was requesting an offer/proposal from the investors that would be a stepping stone to investment once the technology is demonstrated and fully vetted by their engineer.

I have also come into information that you are still engaging Wayne and Arnold despite the fact that they have been formally removed from Synthion. Due to Wayne and Arnold illegally engaging investors including your brother at Northern Cross; I have temporarily dissolved Synthion to minimize the damage they are doing to my company and my technology.

As part of my plans I had shared with my team and mentioned to you; I am in the process of putting together a pilot facility in California.

This facility will be run by Global Energy Storage Corporation which I had setup for this purpose end of 2013. GESc was planned to be the entity that takes manufacturing global.

As planned, operations at Synthion had already started winding down in March/April.

While I cannot stop you from communicating with Wayne and Arnold be aware of the situation as you are responsible for your own actions.

Regards Julian

This is Exhibit "PPP" To the Affidavit of JULIAN DEVANTE

20/03/2015

Print

Subject: Re: Video ideas - suggestions

From: wayne berry (waynejberry@yahoo.ca)

To: horta3@hotmail.com;

Tuesday, April 1, 2014 7:22 PM

Thanks George,

Date:

We actually have a video showing Julian making the battery along with demonstrating the power with a meter and a light.

For an online campiagn, I m thinking animation similar to EOS.

We also thinking of videos like the one you liked. Plus videos showing what the technology can do, like a 1kw battery running a 1000 watt bulb for a period of time and showing how it only takes a few minutes to charge, and ones where we create ultra capacitor (hybrid fuel cell) that generates on its own an insane amount of electricity. Creating these ones, will actually power our facilities as we need to discharge them first to improve efficiency. I think these types of videos will shock people. We can also try one where we try and make it get fire or explode, and on, and on.

Wayne Berry, MBA 1 416 606 8602 +260 97 174 5543

On Tuesday, April 1, 2014 7:10:02 PM, George Horta III < horta3@hotmail.com> wrote:

Hi Wayne,

Here are a couple links to some really interesting promotional models, for "whiz bang" technologies, to build off of.

Here is the short, animated GIF style insert and promo page for GE's "FLOW". REALLY short animated gif...clearly targeting an audience with a short attention span.

http://www.gereports.com/post/75375625367/somethings-in-the-water-a-new-kind-of-water-based

Its a dedicated page for GE technology. Less about the company, more about the innovation of its tech.

Here is the page and demo's of the URL linked to "Flow Battery"

http://www.gereports.com/post/74545224356/science-in-action-inside-ges-research-labs

Then their is this super hydrophobic spray for ROSS Nanotechnology. A voiceover, of video demonstrating the wow factor of the product.

http://www.youtube.com/watch?v=7is6r6zXFDc

They have a web channel full of demonstrations of how great their product is. Well cut together, but amateurish in video quality. Very effective; viral in nature. You might have already seen this.

https://ca-mg5.mail.yahoo.com/neo/launch?.rand=2ickotij68g08ti4298120323

1/2

25/03/2015

Print

Subject: Re: Fwd: NDA From Howard Appleby

From: wayne berry (waynejberry@yahoo.ca)

antcamp6@aol.com;

To: Date:

Monday, April 21, 2014 9:37 PM

Hi Anthony.

Let me know if you have passed on the Matrix document to Howard. Deborah also has a copy of the financials that I work off of to manage our cash flow. Feel free to get a copy from her. I forgot about the holidays, so it will take me until the end of week to get an investment deck together. I would however like to have a conference call with him or David first to get a sense if they would be a right fit first.

We finally get Julian settled into a place, we are now working on getting him a vehicle, then on to commercial space.

We are targeting having more prototypes built in 3 weeks. We have a lot on the schedule, Ut. testing, meetings in Palo Alto, ordering equipment etc. We are also locking to put a video on Youtube showing the battery running a 1000 watt bulb after only a 6 minute charge. I think that will start to show that this is real.

Hope everyone had a great weekend.

Cheers

Wayne Berry, MBA 1 416 505 8602 +260 97 174 5543

On Wednesday, April 16, 2014 8:18:38 PM, Wayne Berry <waynejberry@yahoo.ca> wrote:

Hi Anthony,

Thanks for the NDA. Are referring to the matrix document? I don't have an investment deck. I can put one together but that would be next week.

On Apr 16, 2014 5:59 PM, antcamp5@aol.com wrote:

NDA attached. I look forward to seeing the investment deck. I'll call with questions,

Thanks.

Howard

https://ca.mg5.mail.yahoo.com/neofeunch?.rand=3qfrrogtrfi?p#2690141937

1/1

000059

20/03/2015

Print

Subject: Wednesday March 5th

From: Julian DeVante (j.devante@synthlonenergy.com)

To: ambeckerman@gmail.com; a.chahal@synthionenergy.com; waynejberry@yahoo.ca;

Date: Tuesday, March 4, 2014 8:07 PM

Minor Update:

-Tomorrow @ 1:15pm I will be in minor dental surgery...most likely out of commission for the afternoon.

-There are a few things available @ 478 Winona: Free Laser Printing + Free Scanning (once I get the scanner tomorrow) ..haha

-I am just finishing up the initial draft of the Alkaline Gel Electrolyte Patent for NRF. I will have that out tonight

-I was thinking Friday but I will include drawings/diags etc so Monday I will have about 90% of the other patent info for NRF (We can hand deliver if possible)

-Friday I will be unavailable all day.

-Spoke to George Horta - Sounds like someone that can assist us on the LT side

-Arjun, you can expand on your technical skills if you wish by simply right click on the webPage you wish to edit/save>edit the HTML and send to me then I will upload to the Web Server. I do not have cycles to play around with websites now.

-Wayne/Arnold..please ensure to order the 2 test devices I had emailed previously so we can log data from our prototypes

regards, Julian

https://ca-mg5.mail.yahoo.com/neofaunch?.rand=6ql4gagatt9ot#3908351819

1/1

Page: 360

20/03/2015 Print

Subject: Demo

From: Julian DeVante (j.devante@synthionenergy.com)

To: ambeckerman@gmail.com; a.chahal@synthionenergy.com; waynejberry@yahoo.ca;

Date: Thursday, March 6, 2014 4:02 PM

Hi,

You are invited to a demonstration of our Hybrid Alkaline Aqueous Gel Electrolyte on Monday 1pm @ 'The House'

regards, Julian

Page: 361

This is Exhibit "QQQ" To the Affidavit of JULIAN DEVANTE

rom: deb o: Julis ubject: Re:

Suppose Act risk.

Suppose Act risk.

Suppose Act risk.

Julian

I apologize if there is a misunderstanding but this was not what the consideration that I based the loan I borrowed for you on

It was exactly like Ted's I did it for him first and then I agreed on same terms for you:

120 plus 50K in interest on my loan 1.4M on the 14M equity in the form of stock of 1.4M shares

I should know asap as I have worked tireless on your behalf without any questions asked. I ask that you clear up the loan asap as I will be talking with Gene early.
I feel really misrepresented verbally and it has been difficult without any confirmed paperwork. I understand your frustration with what you have been going through and hope you appreciate all of mys upport through all of this. I have worked many weeks now, day and night without any formal paperwork or understanding confirming my position. It has not just been a few meetings and a phone call I have been on this in every way possible as that is my passion towards you.

My agreement did not just include money but also equity you even said you were definitely going to do that so that is why I put up the money. You called me your partner even in front of Erik at Wells Fargo and sogi. I took a huge risk without any knowledge of how bad it was with you and Arnold / Wayne. Understandably if this is not your intentions please let me know now.

I also have no fee agreement with you except for wayne and amold's you should know that I an and I were given a fee agreement equal to 5% of any funds we bring in upfront and no less than 5% equity (stock) on the back. Wayne and Arnold were representing you. As well your car is under my company Flattery Concepts & Design Inc. and I do not know if Wayne and Arnold will stick to their promise to pay this but I have not made this an issue considering your situation.

Here is the transfer to Gene's Account so you have proof as asked in your below attachment. I would like a resolve now so I can proceed.

Kindly.

Deborah Flattery 8052361992

Synthion - call with Christopher

Subject: Synthion - call with Christopher

From: Jonathan Burshtein < jonathan@dblawyers.ca>

Date: 4/8/2015 1:08 PM

To: Julian DeVante < j.devante@synthionenergy.com>

Julian,

I spoke with Christopher. A summary of our conversation is below.

- He became involved with Deborah through his representation of Gene's company.
- Christopher confirmed \$120,000 was deposited into their account but he was unclear whose money it was. They offered to repay the funds to Deborah if she and GESC would sign a release. She refused (possibly because the two of you were no longer on speaking terms).
- Christopher said Deborah told him that you were wanted by Interpol and were a fugitive.
- Deborah has been pushing hard to have the investment/loan to GESC replaced with DiMora Automotive.

He offered to provide an affidavit. However, they would like to terminate the agreement and want a release from GESC (basically stating that GESC will not bring a legal claim).

Let's discuss in more detail when you have time.

Jon

Jonathan Burshtein

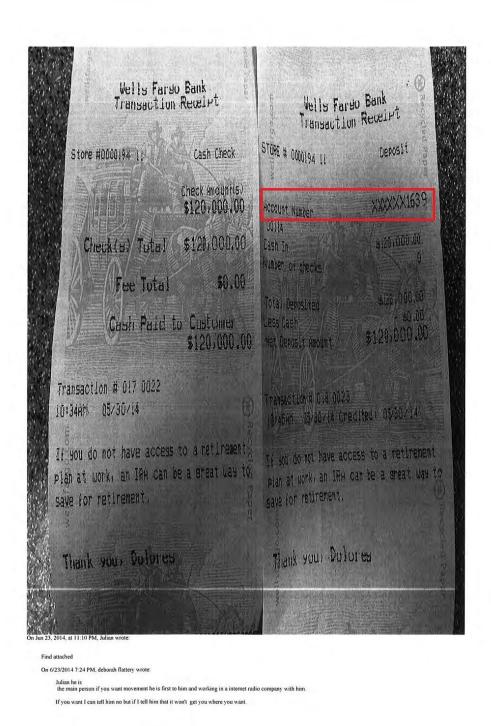
Partne

DAVIDZON BURSHTEIN LLP 1120 Finch Avenue West, Suite 601 Toronto, ON M3J 3H7

T: 647.725.9992 | F: 647.725.9991

jonathan@dblawyers.ca

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Addendum To Certificate Of Authority For Changes To Authorized Signers On Business Deposit Accounts



Host Status:							
Host Update Successfu	ıl						
Bank Name: WELLS FARGO BANK, N.A.		Store Name: 9TH & MONTANA					
Banker Name: ERIC ZURBRUGG		Officer/Portfolio Number:		Date: 06/23/2014			
Banker Phone:	Store Number:	Banker AU:		Banker MAC:			
310/458-7440	05584	0055148		E2853-011			
Business Name:		COID:	Product:	Account Number:			
has not been obtained.							
Business/Account Informati	on						
Business Name: GLOBAL ENERGY STORAGE CORPORATION		COID: Product: 114 DDA		Account Number:			
				2709461384			
Authorized Signers							
Authorized Signer Name(s):		Relationship Status:					
JULIAN DEVANTE		X Existing/Remainin			New	Dele	te
DEBORAH FLATTERY		E	xisting/Remaining		New	X Dele	te
Addendum to Certificate of A	Authority						
Original Certificate of Authority Dated:		Addendum to Certificate of Authority Dated:					
06/23/2014		06/23/2014					
Each person signing in the "Certified/Agreed	To" section below:						
 directs the Bank that the additional Au 							

- tation the authority to instruct the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services;
- directs the Bank to discontinue acting on the instructions of any person who has been deleted as an Authorized Signer;
- acknowledges that these modifications become effective only after this Addendum has been received by the Bank and the Bank has had a reasonable opportunity to act on it; and
- certifies that the account owner has taken all action under its organizational documents, if any, including passage of resolutions by its board of directors, trustees, or other governing body, required to make these modifications and to authorize the undersigned to execute and deliver this Addendum.



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2W02-000659911776-01

Page 1 of 2 Wells Fargo Confidential

This is Exhibit "RRR" To the Affidavit of JULIAN DEVANTE

723

NEW AGE INNOVATIONS, LLC

In association with the B InTune family of Companies.

LOAN AGREEMENT

May 29th, 2014

New Age Innovations, LLC ("Lender" herein) located at 23430 Hawthorne Boulevard, Suite 290, Torrance, CA 90510 has completed a review of the materials provided by GLOBAL ENERGY STORAGE CORP. 23 ("Borrower" herein) located 23411 Summerfield Suite. 15D, Aliso Viejo, CA 92656 and is pleased to provide a Secured Finance Loan ("Loan" herein) for working capital pursuant to the attached Budget in order to develop and produce GLOBAL ENERGY STORAGE CORP. Packages entitled GLOBAL ENERGY STORAGE CORP. ("Project" or "Collateral" herein) proposed in the submitted supporting documents, and to be developed and produced by GLOBAL ENERGY STORAGE CORP.

This Agreement supersedes all prior correspondence, commitments, oral and other communications relating to financing arrangements between Borrower and Lender. Now, therefore in consideration of said Loan and the mutual covenants herein contained, the Parties agree as follows:

Borrower: The Borrower will be GLOBAL ENERGY STORAGE CORP.

Lender: The Lender will be New Age Innovations, LLC

Loan Amount:

\$4M (USD): closing within 15 business days from May 30, 2014 (June 19, 2014).

\$10M (USD): closing within 21 business days from June 20, 2014 (July 18, 2014).

Security/Collateral: GLOBAL ENERGY STORAGE CORP. properties are the sole collateral.

Financing: Commercial Finance Loan using the intellectual properties and all associated media as collateral.

Loan Term: Two (2) year Term Interest Only with a One (1) year optional Loan renewal.

Interest Rate: The annual interest rate will be 6% per annum (cumulative interest).

23430 Hawthorne Boulevard, Suite 290, Torrance, CA 90510

NEW AGE INNOVATIONS, LLC

In association with the B InTune family of Companies.

Four Million (\$4M) Amount due on signing May 30th, 2014:

Annual Administrative Fees: 2% to be paid on signing and at the beginning of each anniversary of the closing thereafter. Eighty Thousand (\$80K) FULLY REFUNDED IF LOAN DOES NOT CLOSE.

Professional Fees: 1% as a one-time fee in advance of closing to cover industry standard costs associated with the underwriting of the loan due on signing. Forty thousand (\$40K) FULLY REFUNDED IF LOAN DOES NOT CLOSE.

Equity Requirement: An equity requirement of 5% of the production budget is due at closing. Two Hundred Thousand (\$200K).

Ten Million (\$10M) Amount due June 20th, 2014:

Annual Administrative Fees: 2% to be paid on June 20th, 2014 and at the beginning of each anniversary of the closing thereafter. Two Hundred Thousand (\$200K) FULLY REFUNDED IF LOAN DOES NOT CLOSE.

Professional Fees: 1% as a one-time fee in advance of closing to cover industry standard costs associated with the underwriting of the loan due on June 20th, 2014. One Hundred Thousand (\$100K) FULLY REFUNDED IF LOAN DOES NOT CLOSE.

Equity Requirement: An equity requirement of 5% of the production budget is due at closing. Five Hundred Thousand (\$500K)

Prepayment: There is no charge for prepayment.

Payments: The Interest Only Payments ("Payments" herein) will be deducted from Loan proceeds at Closing and credited monthly in arrears for the first Twenty Four (24) months. A final balloon payment shall be paid on the last Business Day of month Twenty Four (24) from the Closing Date of the Loan. The balloon payment due on the last Business Day on month Twenty Four (24) will be made unless an extension has been mutually agreed upon by both Lender and Borrower, at that time.

Accounting: During the course of the Loan, Borrower agrees to establish a reasonable accounting system and to keep books and records in accordance with the Generally Accepted Accounting Principles and Auditing Standard No. 5, as described by the Public Company Accounting Oversight Board, which enables ready identification of the entire Borrower's costs

23430 Hawthorne Boulevard, Suite 290, Torrance, CA 90510

NEW AGE INNOVATIONS, UC

In association with the B InTune family of Companies.

of goods, financial records, Use of Funds and disbursement records.

Auditing: During the course of the Loan, Lender will have the right to audit any books and records necessary of the Borrower, with a Five (5) Business Day notice to the Borrower and within normal operating hours, to assure that the Borrower has complied with the Loan Documents.

Lender also has the right to audit any subcontractor in any purchase order or contract with the Borrower. Borrower agrees to send quarterly and fiscal yearly auditing reports to the Lender by mail courier, email or facsimile, at Borrower's expense.

Insurance: The Borrower will acquire and maintain all appropriate production insurance during the course of this agreement.

Maturity: The maturity date of the Loan will be on the Second (2nd) Year anniversary from the Closing Date.

Indemnity: Each Party hereto ("Indemnifying Party" herein) agrees to indemnify and hold harmless the other Party, and its Officers, Directors and Employees against all claims, damages, liabilities, or damages incurred by any third party and expenses which may be incurred, asserted against or any alleged breach by such person in connection with or arising out of this Agreement, provided that the Indemnifying Party is promptly notified of any such claims and excluding the negligence, willful misconduct and/or fraud, as described in this Agreement, of such other Party. The other Indemnifying Party shall have the sole right to defend such claims at its own expense. This indemnity shall survive the termination of this Agreement.

Closing Date: The Closing Date for the first 4M ("Closing" herein) will be within 15 business days of May 30th, 2014 (June 19th, 2014).

Closing Date: The Closing Date for the 2nd 10M ("Closing" herein) will be within 21 business days from June 20th (July 18th, 2104).

Loan Draw: The Lender provide an initial loan draw of no less than four million (\$4M) upon closing of 1st tranche and with the next 10M tranche to be paid to the Borrower in three (3) separate payments; first payment being four million (\$4M), second payment being four million (\$4M) and third payment being two million (\$2M) to be completed no later than August 29, 2014

23430 Hawthorne Boulevard, Suite 290, Torrance, CA 90510

NEW AGE INNOVATIONS, UC

In association with the B InTune family of Companies.

Privacy: This is a private loan transaction between the parties; neither party may disclose nature or terms of the transaction without specific written permission of the other party.

Use of Funds: The Net Use of Funds to be used by the Borrower for the Project will be as per the approved budget (attached).

Effective Date: This Agreement shall become effective when signed in duplicate by duly authorized representatives of Lender and Borrower and one duly executed copy has been supplied to each Party via fax or email in Adobe PDF.

Agreement: This document constitutes the entire understanding and agreements of the Lender and Borrower, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

GENERAL CONDITIONS

The terms of this Agreement are **CONFIDENTIAL** and may not be disclosed by either Party in whole or in part to any third party without the prior consent of either Party, except for disclosure on a confidential basis to the Party's respective Attorney(s), Financial Advisor(s) and/or Accountant(s), in each case in connection with the Party's evaluation hereof and to the extent necessary in the Party's reasonable judgment or as may be required by law, regulation or legal process. In handling any confidential information, the Parties shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement. Borrower acknowledges as is required to complete the transaction contemplated hereby and agree that Lender may share with their respective affiliates any information relating to the Borrower and its subsidiaries. This clause shall survive the termination or expiration of this Agreement.

Borrower hereby agrees that the Borrower will not pay current or past personal debtors from the Use of Funds, other than as provided in the Budget approved by Lender prior to the Closing and the Loan Closing Agreements will contain a covenant regarding the same. Borrower further agrees and warrants this Loan will not to be used for personal, family or household purposes.

Both parties agree that they have the financial capacity to enter into a Loan Agreement under the terms and conditions stated in the enclosed Agreement.

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NEW AGE INNOVATIONS, UC

In association with the B InTune family of Companies.

Notwithstanding anything herein to the contrary, the Terms and Conditions of this Agreement are not offered to any person or entity, in any jurisdiction or country, state or city where the terms of the Loan offer or provision of such is restricted or prohibited by law, or regulations are in force where the Lender would be subjected to any registration or licensing requirements.

Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This clause shall survive the termination or expiration of this Agreement.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California, as it applies to contracts entered into and performed wholly within California or, if appropriate, the federal laws of the United States of America. This clause shall survive the termination or expiration of this Agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party (and any purported assignment without such consent shall be null and void). Additionally, this Agreement cannot be modified or terminated orally, but only in writing signed and agreed to by all parties to this transaction. This clause shall survive the termination or expiration of this Agreement.

Borrower understands that Lender is not licensed as a Bank, Bank Holding Company or

Financial Advisor or Dealer, as defined by the US Securities and Exchange Commission of America Investment Advisers Act of 1940.

The authorized parties below hereby certify on behalf of the Borrower that all information provided to Lender and/or Referring Consultant in connection with this financing, whether attached or provided separately, whether prepared by the Borrower or by others on behalf of the Borrower, including but not limited to Business Plans, Exit Strategies, Resumes, Financial Projections and Statements, Use of Funds, Cost of Goods and Services and Reports are accurate, true, correct and complete to the best of Borrower's knowledge.

The Lender, Referring Consultant and/or any parties related to the Lender have NOT and shall NOT provide any advice, change, coercing, fabrication or compose the development of the Business Plan(s), Use of Funds, Projected Profit and Loss statements, Resumes, Reports and any

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and all Due Diligence items and/or documents relating to the Project and the potential success of the Project as it pertains to the future repayment of the aforementioned Entertainment Finance Loan.

The Terms and Conditions set forth in this Agreement are not to be construed as a solicitation of a sale of securities for investment. The Borrower recognizes that the Lender is not licensed to sell securities and that the contemplated transaction would be exempted under successive legal acts as existing in the legal geographical jurisdiction of the Borrower and Project. The Borrower recognizes that the Lender is a private corporation and the Terms and Conditions of this Agreement does not represent the public policy of any Bank or Bank Holding Company.

The Borrower its Advisors and other parties, with whom Borrower is working with, have all advised the Borrower that Borrower is:

- A. Knowledgeable in the matters which are the subject of this Agreement; and
- B. The Borrower and its Advisors have successfully concluded extensive Due Diligence and have thoroughly examined and confirmed that the contemplated transaction of the aforementioned Loan would be beneficial to the Borrower for the development and completion of the Project.

Lender warrants that it abides by the anti-bribery laws as set forth in the US Department of Justice Foreign Corrupt Practices Act of 1977 and the Equal Credit Opportunity Act (15 U.S.C. §1691 et seq.). The Lender also abides to the laws of the UK Bribery Act 2011, which prohibits:

- A. Offering, promising or giving a financial or other advantage to any person, intending that the advantage, induce or reward the person to act in a way contrary to their duty;
- B. The bribing of another person;
- C. Bribery of foreign public officials; and
- D. Failure of a commercial organization to prevent bribery.

The Borrower further undertakes to guarantee that all facts and information, written and/or verbal, which has been rendered to the Lender regarding the Project, are accurate, correct and true and can be relied upon completely, fully and totally by the Lender. All information heretofore, herein or hereafter supplied to Lender by or on behalf of Borrower with respect to the Collateral is accurate and complete in all material respects. Furthermore, the Borrower agrees to notify the Lender if the information, which has been, supplied changes in any manner. This

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clause shall survive the termination or expiration of this Agreement.

Julian Devante shall have no liability or obligation or responsibility for any debt of any kind or nature if the entire funding as set forth above is not received as required, which is 15 business days from May 30th, 2014. The agreement shall be null and void and of no force or effect and sums received by Global Energy Storage Corp or any of its representatives shall be returned.

SIGNATURES TO THIS AGREEMENT

GLOBAL ENERGY STORAGE CORP.	NEW AGE INNOVATIONS, LLC
Ву:	Ву:
Julian Devante, President	Eugene Maillard, General Manager
Date: May 30, 2014	Date: May 30, 2014
Signature: Julian Del ante	Signature: EUSE/E WAIL ARE MAN JOSE
Email: julian@globalenergystoragecorp.com	Email: gene@bintune.com

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New Age Innovations Loan Doc.

EchoSign Document History

May 30, 2014

Created:

May 29, 2014

7.0

deborah flattery (deborahflattery@mac.com)

Status:

SIGNED

Transaction ID: X9SVKWI7I3Z3A7Y

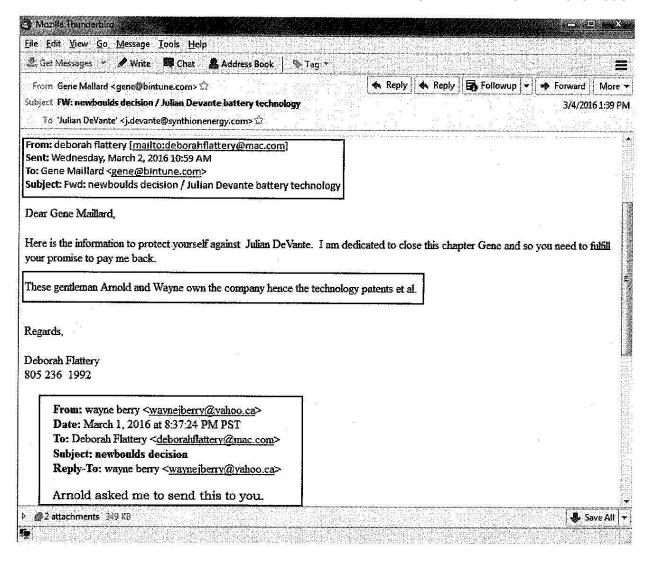
"New Age Innovations Loan Doc." History

- Document created by deborah flattery (deborahflattery@mac.com) May 29, 2014 - 5:17 PM PDT - IP address: 108.38.234.72
- Document emailed to Julian DeVante (julian@globalenergystoragecorp.com) for signature May 29, 2014 - 5:17 PM PDT
- Document viewed by Julian DeVante (julian@globalenergystoragecorp.com)

 May 29, 2014 8:11 PM PDT IP address: 199.119.235.156
- Document e-signed by Julian DeVante (julian@globalenergystoragecorp.com)
 Signature Date: May 29, 2014 8:15 PM PDT Time Source: server IP address: 199.119.235.156
- Document emailed to EUGENE MAILLARD (gene@bintune.com) for signature May 29, 2014 - 8:15 PM PDT
- Document viewed by EUGENE MAILLARD (gene@bintune.com) May 30, 2014 - 3:39 AM PDT - IP address: 83.206.236,228
- Document e-signed by EUGENE MAILLARD (gene@bintune.com)
 Signature Date: May 30, 2014 3:43 AM PDT Time Source: server IP address: 83.206.236.228
- Signed document emailed to Julian DeVante (julian@globalenergystoragecorp.com), deborah flattery (deborahflattery@mac.com) and EUGENE MAILLARD (gene@bintune.com)
 May 30, 2014 3:43 AM PDT



This is Exhibit "SSS" To the Affidavit of JULIAN DEVANTE



This is Exhibit "TTT" To the Affidavit of JULIAN DEVANTE

SARAMANA MATERIAL MATERIAL PROPERTY OF THE SAME

RECEIVED

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MAY 07 2014



20988

CANADA

1, Place Ville Marie SUITE 2500

MONTREAL, QC H3B 1R1

NORTON ROSE FULBRIGHT CANADA LLP

United States Patent and Trademark Office

Norton Rose ruipingrit - loronto

UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office Address COMMISSIONER FOR PATENTS E.O. Box 1430 Abstractics, Vigidia 22313-1450

 APPLICATION NUMBER
 FILING or 371(c) DATE
 GRP ART UNIT
 FIL FEB RECD
 ATTY.DOCKET.NO
 TOT CLAIMS IND CLAIMS

 61/978,495
 04/11/2014
 130
 55900238-2USPR

MAY 0 6 2014

A PM

CONFIRMATION NO. 9347

FILING RECEIPT

CC0000000068145853

CNH

Date Mailed: 05/01/2014

Receipt is acknowledged of this provisional patent application. It will not be examined for patentability and will become abandoned not later than twelve months after its filing date. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please submit a written request for a Filing Receipt Correction. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply

to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections

Inventor(s)

Julian Devante, Toronto, CANADA;

Applicant(s)

Julian Devante, Toronto, CANADA;

Power of Attorney:

Michael Ladanyi--72044

Permission to Access - A proper Authorization to Permit Access to Application by Participating Offices (PTO/SB/39 or its equivalent) has been received by the USPTO.

If Required, Foreign Filing License Granted: 04/30/2014

The country code and number of your priority application, to be used for filling abroad under the Paris Convention, is **US 61/978,495**

Projected Publication Date: None, application is not eligible for pre-grant publication

Non-Publication Request: No

Early Publication Request: No

** SMALL ENTITY **

Title

ENERGY STORAGE APPARATUS AND METHOD

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications: No

Responding Affidavit of JULIAN DEVANTE sworn 11/28/2022

Page: 378

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PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

Applicants also are advised that in the case of inventions made in the United States, the Director of the USPTO must issue a license before applicants can apply for a patent in a foreign country. The filing of a U.S. patent application serves as a request for a foreign filing license. The application's filing receipt contains further information and guidance as to the status of applicant's license for foreign filing.

Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at http://www.uspto.gov/web/offices/pac/doc/general/index.html.

For information on preventing theft of your intellectual property (patents, trademarks and copyrights), you may wish to consult the U.S. Government website, http://www.stopfakes.gov. Part of a Department of Commerce initiative, this website includes self-help "toolkits" giving innovators guidance on how to protect intellectual property in specific countries such as China, Korea and Mexico. For questions regarding patent enforcement issues, applicants may call the U.S. Government hotline at 1-866-999-HALT (1-866-999-4258).

LICENSE FOR FOREIGN FILING UNDER Title 35, United States Code, Section 184 Title 37, Code of Federal Regulations, 5.11 & 5.15

GRANTED

The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license have been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

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This license is to be retained by the licensee and may be used at any time on orafter the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign AssetsControl, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filling date of the application. If 6 months has lapsed from the filling date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

SelectUSA

The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit http://www.SelectUSA.gov or call +1-202-482-6800.

page 3 of 3

This is Exhibit "UUU" To the Affidavit of JULIAN DEVANTE

January 31, 2014

Privileged and Confidential

Synthion Energy Inc. 100 King St West Suite 5700 Toronto Ontario M5X 1C7

Attention: Julian DeVante

Paul Amirault +1 613,780.8601 paul.amirault@nortonrosefulbright.com

Your reference

Our reference 01026635-0001

Dear Julian:

Letter of Engagement

Thank you for engaging Norton Rose Fulbright Canada LLP to act as legal counsel (the Retainer) to Synthion Energy Inc. (Synthion).

We are pleased to work with Synthion on the terms in this engagement letter, including the Norton Rose Fulbright Standard Terms of Engagement which are reproduced in the appendix. If there is any inconsistency between this engagement letter and the Standard Terms, this engagement letter will prevail. You and we may agree to changes in these terms by confirming our agreement in writing.

About Norton Rose Fulbright Canada LLP

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada, with places of business in Calgary, Toronto, Ottawa, Montreal, Québec, Caracas and Bogotá, and is subject to the laws and professional regulations of the jurisdictions in which it operates.

Client

The client for whom we are engaged to act in this matter, and to whom our duties arising from this engagement are owed, is Synthion. We are not acting for any other related entities or individuals such as Synthion's shareholders, directors and officers, employees or partners, or any of its parent, affiliated or subsidiary corporations.

Scope of Engagement and Instructions

We are engaged to do the following: provide advice in connection with Canadian corporate and intellectual property matters. Please do not assume we will be undertaking other tasks unless they are set out in subsequent correspondence between us. We are authorized to act for Synthion in this engagement on the instructions of Julian Devante.

Instructions, especially those communicated by email, can be subject to delays and non-delivery over which we may have limited or no control. Synthion must accordingly insure, by confirming with us, that we have received and acknowledged all instructions provided.

Norton Rose Fulbright Canada LLP is a limited liability pertnership established in Canada.

Narran Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Narran Rose Fulbright South Africa (incorporated as Deneys Reliz Inc.) and Fulbright A Jaworski LLP, each of which is a separate legal cestily, are members of Norton Rose Fulbright Versin, a Swiss Versin. Details of each artity, with certain regulatory information, are all norton ossfulbright Com. Norton Rose Fulbright Versin helps coordinate the activities of the members but does not tracify provide legal services to clients.

We will use our best efforts to represent Synthion to its full satisfaction and consistent with our ethical and professional obligations. This depends on you providing us with full instructions at all times during the matter. Written instructions are preferred. Please do not assume we know certain facts: we will be relying on the circumstances, facts and information that you provide to us. Therefore, it is very important that you inform us promptly of all changes in circumstances, facts and information that may have a bearing on the matters on which we are assisting Synthion. It is understood that Synthion will not be relying on Norton Rose Fulbright Canada LLP for non-legal advice such as business, investment or accounting advice, or to assess the character or creditworthiness of persons with whom Synthion may deal.

Responsible Lawyer

The partner responsible for corporate matters in connection with this engagement is Paul Amirault and the partner responsible for intellectual property matters in connection with this engagement is Chris Hunter.

Staffing

We will provide or supervise the provision of services to Synthion and report to you regularly. Other members of the Firm will assist us. Our approach is to draw on the best resources the Firm has to offer for Synthion's benefit. In engagements where we are asked to come to a view on important legal questions or difficult questions of strategy or tactics, we will often consult with some of our senior colleagues. If it is appropriate to do so, we will from time to time involve one or more other members of Norton Rose Fulbright Canada LLP (including other partners, associates, articling students or legal assistants). Our legal assistants include law clerks, law students, research librarians and technical specialists.

Legal Fees

Legal fees will be based on the hourly rates generally charged for those involved, as adjusted over the period of the engagement.

Time is recorded in increments of one-tenth of an hour (minimum units of 6 minutes). Currently, the hourly billing rates for the members of the Firm who are expected to be involved in this engagement are:

\$● per hour
\$● per hour
\$● per hour
\$● per hour

Our rates may change to reflect increases in our costs, the increased experience and abilities of our lawyers and legal assistants and other factors. If our rates change before the Retainer has been completed, the new rates will apply to the balance of the Retainer. If you have any questions about our hourly rates, please feel free to discuss them with me.

Costs and Expenses

Costs and expenses incurred by us in connection with the engagement (including any disbursements) will be billed in addition to our legal fees. Costs and expenses typically include long distance telephone charges, postage and courier charges, computer research charges, word-processing charges, printing and reproduction costs, overtime costs for staff, facsimile transmission costs, travel expenses, as well as all out of pocket corporate and intellectual property filing fees and charges.

Where we obtain these services directly from outside suppliers, we bill you the amount billed to us. Certain costs and expenses are incurred in-house, and are billed at an amount intended to cover our direct costs and associated overhead. Where the amounts charged for outside suppliers are significant, we may forward the invoices directly to you. If we do, Synthion will be responsible to pay the invoices, in accordance with their terms, directly to the outside supplier.

Estimates

We would be pleased to provide an estimate of fees and costs and expenses that we anticipate will be incurred, and to provide updated estimates as the engagement progresses. Because of the inherent difficulty of predicting the amount of time a particular engagement will require and the course the engagement will take, the estimate will be an approximation only. Our actual fees and costs and expenses may vary, possibly significantly, from the estimate. Estimates are based on the circumstances as we understand them at the time and on assumptions about events that will affect the scope and nature of our work.

Billing Arrangements and Payment

Our statements of account for fees and costs and expenses will be sent to Synthion monthly (and at the closing of the Retainer) and are payable on receipt. Interest is charged on amounts outstanding greater than 30 days, at a rate in accordance with lawyer professional/ethical rules. You will appreciate that our continued work on the Retainer is contingent on the timely payment of our statements of account and the honouring of the financial retainer arrangement discussed below. If you expect to be reimbursed by a third party for our fees and costs, or for a third party to pay our fees and costs directly to us, we may not have any recourse against that third party so we must look to you for payment, even if payment to you is delayed or you fail to get paid by the third party.

Financial Retainer

For us to accept this engagement, we ask that Synthion provide us with an advance retainer payment on account of fees and costs and expenses in the amount of \$10,000. This retainer will be held on account for you. We may request an increase in the amount of the retainer before any period of significant activity.

Electronic Communications

We make no warranty with respect to the security of electronic or digital communication between us and, unless Synthion indicates otherwise, you consent to our exchange of electronic communications, including confidential documents, unencrypted. We are able to set up more secure email links on an individual basis; please contact us if Synthion would like to explore this further.

Other litigation or proceedings

If we are sued or subjected to legal or administrative proceedings, as parties, witnesses or in another capacity, as a result of our representation of Synthion in the Retainer, except by reason of our negligence, Synthion agrees to indemnify us for any legal fees and expenses (including our own professional and staff time) we incur as a result.

Conflicts and Confidentiality

Conflict searches: We have conducted a review of our records and we confirm that we have not identified a legal conflict of interest in representing Synthion in this matter. We have only searched your name only. Please let us know immediately if there are any other names that we should search in connection with this matter or if there are any changes or additions to these names in the future. We are relying on you to let us know of any other parties who become involved in this matter, including those whose interests may be adverse to Synthion's.

Confidentiality: The rules of professional conduct under which we practice require us to preserve the confidences of our clients. This obligation continues after the completion of an engagement. Because we owe this duty to all of our clients, we will not disclose to Synthion information we hold in confidence for others (even where such confidential information would be relevant to our representation of Synthion) or disclose to others information we hold in confidence for Synthion (even where such confidential information may be relevant to our representation of those others).

Acting adverse to you after you are no longer a client: In accordance with applicable lawyer professional/ethical rules, after you are no longer a client, we are entitled to represent other clients whose interests may be directly adverse to yours, provided that: (i) the other matter is not the same as or related to the matter in which we previously represented Synthion; and (ii) we protect Synthion's relevant confidential information. Synthion acknowledges that the timely establishment of an ethical screen will be sufficient protection of the confidentiality of such information.

Acting adverse to you while you are a client: Under lawyer professional/ethical rules, while you are a client, we may not be permitted to act for another client in an engagement that is directly adverse to your immediate interests unless you have agreed to a waiver. Our acceptance of this engagement is on the basis that you agree to this waiver. In particular, we understand that you agree not to object to our representation of another client in any engagement that is directly adverse to your interests (including in litigation against you) provided that: (i) the adverse matter is not substantially related to any matter in which we have represented you; and (ii) we preserve the confidences you have entrusted to us. We will not be seeking any further consent from Synthion or consulting with Synthion before advising, acting for or representing another client with interests adverse to Synthion's. You agree that our representation of other clients adverse to you in other matters does not constitute any breach of a duty to you, including a fiduciary duty, a duty of loyalty or a contractual duty. We recommend that Synthion seek advice from independent legal counsel if Synthion has any questions concerning the implications of providing this consent.

Referral to Other Member Firms of Norton Rose Fulbright

If we refer all or part of your instructions to one or more other member firms of Norton Rose Fulbright, legal services provided by other member firms will be governed by the terms of our engagement, to the fullest extent permitted by the laws and professional regulations applicable in the jurisdictions in which they operate, as well as by, if any are issued, additional standard provisions and letter or contract of engagement relevant to the jurisdiction concerned. These terms and provisions may provide for limitations of liability. Neither Norton Rose Fulbright Canada LLP nor any of its members is liable for legal services performed by other member firms of Norton Rose Fulbright.

Governing Law

Our engagement with you is governed by the laws of the Province of Ontario and the federal laws of Canada. Any dispute between us will be dealt with exclusively in the courts of that province.

Acceptance

Please confirm your agreement with the terms in this letter (including the Norton Rose Fulbright Standard Terms of Engagement) by signing and returning this engagement confirmation (a copy of which should be retained for your records). If, after having received this letter, you instruct us to begin work on the Retainer prior to you returning a signed copy of this letter to us, this letter will govern the terms of our engagement.

4

We appreciate the confidence you have expressed in Norton Rose Fulbright Canada LLP by engaging us, and book follower to working with you. If at any life you have questions or concerns about our services, plasse discuss them with me, our Managing Partner or with any other plantner of our firm.

Yours you life.

Agreed and escepted on behalf of Synthion.

Date:

Paul Amirault

By: Julian OeVante

This is Exhibit "ZZZ" To the Affidavit of JULIAN DEVANTE

158

Alan B. Dryer

From:

Hunter, Chris < Chris. Hunter@nortonrosefulbright.com>

Sent:

August-27-14 1:24 PM

To:

Alan B. Dryer Amirault, Paul

Cc: Subject:

RE: Synthion Energy Inc.

Alan,

I would like to add one point of clarification. Part of our non-disclosure obligations is that we are not allowed to disclose anything about the patent applications to anyone other than Julian DeVante. Hence any disclosure of the patent application would put us in violation our confidentiality obligations. Arnold and Wayne are aware of this.

Chris

Christopher N. Hunter

Partner, Lawyer, Patent Agent, Trade-mark Agent

T: 416.216.1906 A: 416.216.2951 (assistant) F: 416.216.3930 H: 416.925.0482 C: 647.244.9150

Norton Rose Fulbright Canada LLP/S.E.N.C.R.L., s.c.l.
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada
T: +1 416.216.1906 | F: +1 416.216.3930
Chris.Hunter@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

Law around the world nortonrosefulbright.com

Top-ranked in Canada for multi-jurisdictional work, brand awareness and most used for high value work according to the 2014 Acritas Law Firm Brand Index.

From: Alan B. Dryer [mailto:ADryer@shermanbrown.com]

Sent: August-26-14 5:05 PM

To: Hunter, Chris

Subject: Synthion Energy Inc.

Thank for speaking to me about this matter this morning.

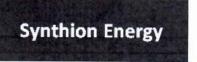
I have relayed the contents of our conversation to Arnold Beckerman and Wayne Berry.

You have asked them to consider reconciliation with Julian DeVante before this dispute escalates.

Their last communication from Julian occurred on May 30th. They have been waiting to hear further from him since then but to no avail. Thus although they have been willing to discuss and attempt to resolve the matter with Julian since that time, and have made various attempts to reach out to him, Julian has failed to respond to them.

1

This is Exhibit "AAAA" To the Affidavit of JULIAN DEVANTE



Corporate Meeting Minutes

("Synthion Energy")

MINUTES OF A MEETING: Emergency Shareholder Meeting – Synthion Energy Inc. held on June 4th of 2014, at 12pm PST in Diamond Bar California via Conference Call

INVITED

Wayne Berry: Notified via postal Mail & Email on May 31st, 2014 Arnold Beckerman: Notified via postal Mail & Email on May 31st, 2014 Julian DeVante

PRESENT

Julian DeVante

MOTION

Motion to remove Wayne Berry and Arnold Beckerman from Synthion Energy for misconduct and inappropriate actions

DETAIL

Direct evidence has come to our attention that Wayne Berry and Arnold Beckerman have engaged in numerous policy breaches, misconduct and outright subversion.

- Violated Synthion's corporate communication policy on data and information security
- Illegally issued NDA's on Synthion's behalf, most were not filled out or signed, none were authorized. As such, our sensitive corporate & technology information is put at severe risk.
- Engaged in secret communications regarding Synthion and our confidential technology
- Secretly made promises to potential investors to illegally raise funds on behalf of themselves.
- Illegally stole sensitive and confidential materials directly relating to the Patents.
- Directly attempted to ascertain the propriety materials used in my confidential patents.

RESOLUTION

Motion Carries

It is resolved that Wayne Berry and Arnold Beckerman are formally removed from Synthion Energy as Directors although they were never elected as Directors - Notice to be made via Mail and Email.

NOTES

Wayne Berry & Arnold Beckerman were never elected Directors. Refuse to follow the directorship process and sign the required documents.

No share/stock-certificates were ever issued to Wayne Berry or Arnold Beckerman

Signed:

Dated: Juny 4 /2014

This is Exhibit "BBBB" To the Affidavit of JULIAN DEVANTE

waynejberry [waynejberry@yahoo.ca] Monday, January 6, 2014 8:36 AM Amirault, Paul From: Sent:

To: Subject: RE: possible client

They say they are incorporated in both the US and Canada. But I think we will possible create a new company to make sure everything is set up right and so we as new partners are not blind sided by any previous agreements the companies may have entered.

This agreement im looking to formalize is just between the four of us. Once the new company is created then we as investors and employees we have a formal contract with the parent company.

This is what the founders are asking for. These guys are literally one little step at a time as they see it. This one of the reasons why we stated in the agreement they cannot be the decision makers.

He can be the chair with the authority of the chair. All four of us are to be directors so we can balance it out.

Let me know if you have any further questions

Wayne 416 606 8602

Sent from Samsung Mobile

"Amirault, Paul" <Paul. Amirault@nortonrosefulbright.com> wrote:

Hi Wayne,

The IP partner I want you to meet in TO is out until next Monday. I can talk to another partner and try to set something up this week nonetheless if you would like.

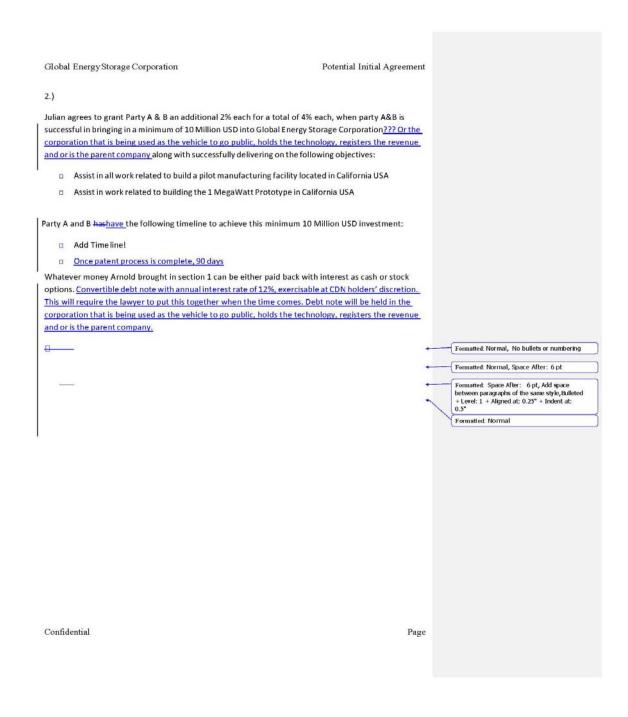
For the agreement, I would like to know the following

- does the company exist or not and if so what is its current name and can you provide copies of its articles or charter, and if no company exists, we need to fix that first - does not take much to incorporate
- assuming the company does exist, please provide details on the existing share capital, and if that is unknown, we need to fix that too - should not be difficult if the inventor owns all equity now
- has the founder/inventor assigned all IP to the company, and if not that needs to be done as well 3.

I should be at my desk all day if you would like to discuss.

1

Global Energy Storage Corporation Potential Initial Agreement Version 1.0 December 24, 2013 (Increment version number after each edit) This document will serve as a potential working agreement by the following parties: Global Energy Storage Corporation (Julian DeVante): Party A: Arnold Beckerman Party B: Wayne Berry It is important to note that this agreement currently serves only as a potential working agreement and does not legally bind either party contractually while not being signed. 1.) Julian agrees to grant party A & B both 2% ownership shares if both party A & B can successfully deliver on the following items between Start of Agreement and milestone of 10 Million USD capital injection My advice would be focus solely on the three following items Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5" 1. Patents 2. Team 3. RoadShow for capital raise and possible road to IPO for next year Formatted: Indent: Left: 0.25" That should take about 3 months, after words its business execution. Office located in Irvine California USA (or close to Irvine) Lab space - 5000 sq. ft. in close proximity to the office or inclusive of the office Patent (The complete full patent pending process with a reputable IP firm) □ Legal (Accountants, Corporate Lawyers, etc. as required) Assist in Setting up complete Corporate Structure Assist in Setting up a Financial structure Provide market research/data and complete Business Plan(if needed) Cover overhead and monthly wages until reaching the 10 Million USD investment milestone. This may includes: o Website and office startup cost (Business cards/ logo/ Phone etc)office, marketing cost o <u>Current</u> Wages for Arjun(\$5000), Julian(10,000), o Travel and accommodation cost (if your living there, then accommodation should be paid for out of salary. Travel would be flights required to attend specific meetings. o Any kind of small scale prototype related cost o Any kind of specialize contractor cost (if absolutely needed) Confidential Page



Global Energy Storage Corporation	Potential Initial Agreemen	nt
3-)		
ulian agrees to grant Party A & B an additional 2% each successful in bringing in a minimum of 150 Million USD ir whatever the final name is). I would write it as 10 million	nto Global Energy Storage Corporation(
ollowing objectives:		
a Assist in helping Global Energy Storage Corporati Consortium" which includes the Top Power Utilitie time lines on these are too much out of our cont tied to either one but not both.	es & Governments from around the world. The	
 Assist in work related to <u>having building in operational docated in California USA.</u> 	onat least 1 full scale manufacturing facility	
arty A and B have the following timeline to achieve this	minimum 150 Million USD investment:	
 Add Time line! The goal is a year, but it depends a is ultimately taken. I believe with our strategy, it w 		
5C1		
Confidential	Pag	e

Global EnergyStorage Corporation

Potential Initial Agreement

41

If you were to accept this agreement, it is expected that:

- You will conduct yourself to the highest moral and professional standards both in your public and professional life
- You will act to the best of your ability to devote the required effort and time in accomplishing your duties at Global Energy Storage Corporation

Mandatory

- Obey all corporate, civil, federal and international laws as a just and honest citizen
- Act in the best interest of Global Energy Storage Corporation, its directors and shareholders while following all applicable laws
- At no time engage in acts that disclose Global Energy Storage Corporation's proprietary trade secrets, intellectual property rights or other sensitive or confidential information without <u>proper</u> authorization full written consent by all Executive officers
- If at any time, it is found (by explicit proof) that an Executive Officer in Global Energy Storage Corporation is engaging in acts that violate the Non-Compete or Non-Disclosure agreement, or is working directly with a competitor to Global Energy Storage Corporation (without explicit written consent from all Executive Officers) then a vote will be taken by the board of directors (including the Executive Officers) to determine if a motion will be passed to trigger sales of shares (of the offending officer) to the Corporation and/or other shareholders(you may find this to be over reaching thus unenforceable, you would want to add the proper legal language and you would need specifics, such as share would be sold at market price, anything less will have the section thrown out by a judge.
- Just a note: the above is usually covered by an employee agreement for executives that will
 have the necessary language to ensure its enforceable. But I understand where you are coming
 from.

In the event a partner is not performing his/her duties and/or is not carrying himself/herself as per conduct laid out in the agreement:

- The partner in concern will be provided first written notice to improve their performance and/or conduct
- The concerned partner will be provided 3 months in which he/she must take steps to improve their performance and/or conduct
- After 3 months of first notice issued, all other core team members will conduct a meeting to determine whether the concerned partner has improved their performance and/or conduct and what next steps need to be taken.
- If at this meeting it is deemed by core team members that the concerned partner has not improved his/her performance and/or conduct, the concerned partner will be issued second written notice and will be provided another 3 months to improve their performance and/or conduct

Confidential Page

Global EnergyStorage Corporation

Potential Initial Agreement

- After 3 months of second notice issued, all other core team members will conduct another meeting to determine whether the concerned partner has improved their performance and/or conduct and what next steps need to be taken
- If at this meeting it is deemed by core team members that the concerned partner has not improved his/her performance and/or conduct, the concerned partner will be issued third (final) written notice and will be provided another 3 months to improve their performance and/or conduct
- After 3 months of third notice issued, all other core team members will conduct another meeting to determine whether the concerned partner has improved their performance and/or conduct and what next steps need to be taken
- If at this meeting it is deemed by core team members via unanimous vote that the concerned partner has not improved his/her performance and/or conduct as per laid out in the agreement, the core team members will issue a written notice to the concerned partner to exit the corporation right away

In the event a partner receives a first written notice to improve his/her performance and/or conduct, it will stay on record for 2 years from the date received. If within the next 2 years of receiving first notice, the concerned partner receives another notice to improve performance and/or conduct, it will be treated as notice #2

To move forward, I would need assurance or understanding, that for a time, we will be running the business side(day to day stuff) to complete the objectives laid out. Doesn't mean you are not Chairman, or majority shareholder or part of the decision process and don't have a voice; on the contrary, we want you to speak up and be heard and feel heard so that all possibilities are factored in. But some decision you may not agree with at the time and we can t be held up until all are in agreement on everything. Hopefully, there will be trust in our judgment to plan, provide leadership, ability to make quick decisions and execute.

Otherwise the risk is big money and management will be too nervous to get involved and we will lose credibility with our network because of the inexperience factor. Think of Google founds on their approach which allowed them to succeed and finally become CEO. We need to know the parameters, the things you want to accomplish and your concerns so those can all be factored in while making decisions.

The big guys will invest in a great team with a mediocre product over a great product and mediocre team. We want to show we are both.

Arnold is prepared to underwrite the deal to get things done and delivery success but not if you are the decision maker. I think for the time, it would be good to be mentored by him and let him evolve the strategy to ensure all the goals both short and long are met. If we all agree, we would need full disclosure except for the technology within 2 weeks.

We will assemble the Clevel team; you will remain chair founder and chief scientist. You run the technology and drive the vision; we run the day to day business to get you there.

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Confidential

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	Page	Page	Page

This is Exhibit "CCCC" To the Affidavit of JULIAN DEVANTE

From:

To:

a.chahal@synthionenergy.com; arnbeckerman@gmail.com; j.devante@synthionenergy.com

10 am meeting January-13-14 7:41:51 PM Subject:

Date:

Gentlemen,

Thanks for your accomodation. We are on for a 10 am meeting to meet Bobby and Frank. Purpose of the meeting is a meet and great along with product

Cheers

Sent from Samsung Mobile

This is Exhibit "DDDD" To the Affidavit of JULIAN DEVANTE

From:

Arjun Chahal

To: Subject: Date: julian@globalenergystoragecorp.com Fwd: Fw: Arjun Chahal

October-11-14 2:06:51 PM

Sent from my HTC

---- Forwarded message -----

From: "scott@cleantech-oc.org" <scott@cleantech-oc.org>
To: "Arjun Chahal" <arjun@globalenergystoragecorp.com>

Subject: Fw: Arjun Chahal Date: Sat, Oct 11, 2014 11:02

Fyi

----- Original message-----

From: wayne berry

Date: Sat, Oct 11, 2014 8:40 AM To: scott@cleantech-oc.org; Subject:Arjun Chahal

HI Scott,

Thanks for taking me call. As discussed, I am sending an email referencing this information and what we are looking for.

Myself and another investor in Toronto Canada had invested in a company call Synthion Energy, a Canada company, owned by Arjun Chahal and Julian DeVante. First, Julian left for California in April under the guise of building a near production prototype and in June Arjun joined him. We were covering all expenses plus their wages. Turns, out they started a new company without us knowing and starting peddling the same technology to other potential investors there in California. Turns out two such investors were friends of ours and they let us know. Fortunately, one only lost \$120,000 instead of \$4mm after her banker alerted her that he was trying to remove her from account the morning the \$4mm was supposed to be deposited (we can supply her contact information if you wish to verify). Arjun and Julian both were using Synthions corporate assets, violated every contract we had with them, violate all fiduciary duties and were working against the interest of Synthion while on the companies payroll for the benefit of their own US corporation named GES. They use presentations that have material false statements in attempts to dupe investors. Please be aware.

This is Exhibit "EEEE" To the Affidavit of JULIAN DEVANTE

From: Julian DeVante To: Matthew Harris

Date: 4/7/2016

At the beginning of our relationship, we had discussed my previous council's conduct from the May 1^{st} , 2015 Motion in which he omitted my affidavits and did not provide a Factum.

This Factum did not reflect My Motion Record in any way. It did not include any supporting case law to back it up. It was just a partial copy of the Feb 18^{th} , 2015 Factum I provided to you for reference.

You sent this supposed Factum out without first sending me a copy for review and when I raised my concerns you said it was not important.

On Wednesday Morning after meeting with the Judge you seemed surprised and asked questions regarding basic case details that was provided to you in February (Affidavits and case materials). This indicates to me that you did not review the basic information.

Because of the voluminous materials in this case the Judge looks at the factum as the main body of facts in the case.

Since I had discussed these concerns with you, I am surprised and shocked that this has happened.

What has happened here follows in the same pattern and there is clearly a conscious effort here to subvert Justice; I cannot allow this to continue.

Effectively immediately, I hereby terminate our Agreement & terminate you as my counsel.

Respectfully,

Julian DeVante

This is Exhibit "FFFF" To the Affidavit of JULIAN DEVANTE

Subject: Re: Authorization Synthion

From: Julian DeVante < j.devante@synthionenergy.com>

Date: 7/31/2014 12:57 PM

To: Loudon Owen <LOwen@mcleanwatson.com>

Hi Loudon,

Hope all is well over there.

I had spoken to the police officer handling the case today. He said Wayne/Arnold have been in contact with them and continuously providing information to the point they they are inundated..

He also said that he was told that I am no longer Chairman of the board ..which I told him is not true. I find that bizarre.

I am considering the following:

- 1. Contact the NRF lawyer and request all correspondence from Wayne/Arnold
- 2. Notify NRF that Wayne/Arnold is no longer allowed to engage them due to internal and police investigations
- 3. Notify Wayne/Arnold that they did not follow the formal procedure to be added as directors to Synthion and due to their activities they will no longer be placed as directors and that their proposed directorship is revoked.
- 4. Fill out industry Canada form to remove them as directors

Below is a copy of the email response from Industry Canada:

Dear Mr. DeVante,

This is further to your email of July 16, 2014 in which you indicate that the Form 15 - Articles of Revival and Form 6 - Changes Regarding Directors filed on behalf Synthion Energy Inc. on July 3, 2014 was not an authorized filing.

As you may be aware, Synthion Energy Inc. is incorporated under the Canada Business Corporations Act (CBCA) and is therefore subject to its provisions. Unfortunately, the CBCA does not provide Corporations Canada with the authority to prevent an individual from filing a form. As long as a form is filed in the proper form (i.e, it meets the requirements of the CBCA and its regulations), Corporations Canada must accept it.

Like you did, victims of unauthorized corporate fillings are encourage to report it to the local police. Please note that you can ensure that the public information regarding this corporation is correct by filing a new Form 6 - Changes Regarding Directors and Form 17 - Articles of Dissolution with the correct information as soon as possible.

I trust this information to have been of some assistance.

Guy Chausse

Senior Compliance Officer, Corporations Canada Industry Canada / Government of Canada Guy.Chausse@ic.gc.ca / Tel: 613-948-4024 / TTY: 1-866-694-8389

Officier de la conformité senior, Corporations Canada Industrie Canada / Gouvernement du Canada Guy.Chausse@ic.gc.ca / Tél: 613-948-4024 / ATS: 1-866-694-8389

1 of 2 11/23/2022 11:52 PM

RE: Authorization

Subject: RE: Authorization

From: Loudon Owen <LOwen@mcleanwatson.com>

Date: 7/10/2014 1:39 PM

To: "Hunter, Chris" < Chris. Hunter@nortonrosefulbright.com>

CC: Julian DeVante < j.devante@synthionenergy.com>

Great. My only promise is....I will try and assist and be useful.

Julian – I have a few moments now if you want to talk, if not I am tied up this afternoon but in good shape tomorrow morning.

Loudon

Loudon F. McL. Owen

Suite 1200, 141 Adelaide Street West, Toronto, Ontario, M5H 3L5

(please note new address)

(T) +1-416-307-3271 (F) +1-416-363-2010 (M) +1-416-315-4447



Loudon Owen profile

From: Hunter, Chris [mailto:Chris.Hunter@nortonrosefulbright.com]

Sent: Thursday, July 10, 2014 1:38 PM

To: Loudon Owen **Cc:** Julian DeVante **Subject:** RE: Authorization

Loudon,

I just had a good call with Julian. He agrees that it would be beneficial to have you help out initially and to see if you can mediate a solution to some of the roadblocks that the company has encountered.

Please reach out to Julian to start this process.

I look forward to seeing this project take off!

Chris

Christopher N. Hunter

1 of 3 11/23/2022 11:36 PM

RE: Authorization

Partner, Lawyer, Patent Agent, Trade-mark Agent

T: 416.216.1906 A: 416.216.2951 (assistant) F: 416.216.3930 H: 416.925.0482 C: 647.244.9150

Norton Rose Fulbright Canada LLP/S.E.N.C.R.L., s.r.I.
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada T: +1 416.216.1906 | F: +1 416.216.3930
Chris.Hunter@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

From: Loudon Owen [mailto:LOwen@mcleanwatson.com]

Sent: July-10-14 1:17 PM **To:** Hunter, Chris; Julian DeVante

Cc: Ladanyi, Michael Subject: RE: Authorization

Julian,

Spoke with Chris just now. While he cannot disclose anything related to the technology whatsoever (he is very strict about confidentiality and made that point up front), and his firm acts exclusively on behalf of the company, he did encourage me to engage in a constructive dialogue with you. I have some thoughts, and will call to discuss with you when you have a moment.

Loudon

From: Hunter, Chris [mailto:Chris.Hunter@nortonrosefulbright.com]

Sent: Wednesday, July 09, 2014 9:17 PM

To: Julian DeVante

Cc: Loudon Owen; Ladanyi, Michael Subject: Re: Authorization

Thanks Julian. I know Loudon.

Christopher N. Hunter

Partner, Lawyer, Patent Agent, Trade-mark Agent

T: 416.216.1906 A: 416.216.2951(assistant)

F: 416.216.3930 H: 416.925.0482

C: 647.244.9150

On Jul 9, 2014, at 7:30 PM, "Julian DeVante" < <u>i.devante@synthionenergy.com</u>> wrote:

Chris/Michael,

I am authorizing Mr. Loudon Owen to discuss the patents I have put in via NRF. Please note that any patent details can be discussed with the exception of Materials/chemicals and processes.

Please note that this email and subsequent conversations with Mr. Owen is confidential and not to be discusses with other individuals.

Regards,

2 of 3 11/23/2022 11:36 PM

RE: Authorization

Julian

Norton Rose Fulbright Canada LLP/S.E.N.C.R.L., s.r.l. Royal Bank Plaza, South Tower, Suite 3800 200 Bay Street, P.O. Box 84, Toronto, ON M5J 2Z4, Canada T: +1 416.216.1906 | F: +1 416.216.3930 Chris.Hunter@nortonrosefulbright.com

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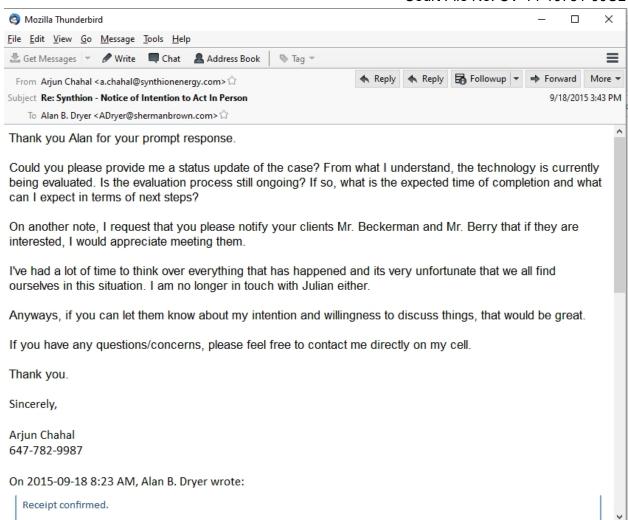
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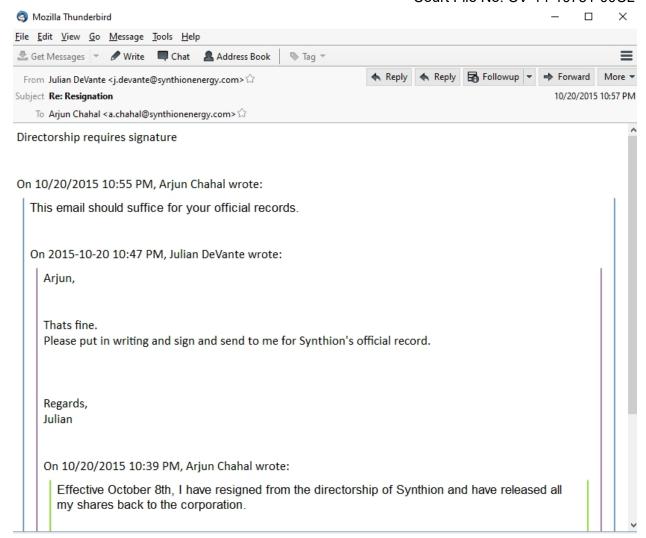
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Spam Not spam Forget previous vote

3 of 3 11/23/2022 11:36 PM

This is Exhibit "GGGG" To the Affidavit of JULIAN DEVANTE





October 21, 2015

To whom it may concern:

Effective October 8, 2015 I, Arjun Chahal resign as director of Synthian Energy and surender all my shares back to the corporation.

Regards,

Alfull

Arjun Chahal

Synthion Energy Inc.

CONFIDENTIAL

October 21, 2015

Dear Arjun,

You have informed Synthion Energy Inc, via e-mail that you have resigned as a Director and have released all your shares (7%) back to the company; however, a letter or document stating this intent and duly signed is required for official ACCEPTANCE and MATTER of RECORDS. You may submit this information via email to records@synthionenergy.com.

Once received, you will be notified if it is officially accepted as per requirements outlined in the Canada Business Corporation Act.

As there is a current litigation in progress Beckerman Vs SYNTHION; it is not legal to:

- 1) Disclose confidential &/or privilege information to the other party
- Perform actions that violate Synthion Energy's Code of Ethics (until receipt and acceptance occurs)

It is also important to note that as per the "Founders Agreement", which is being contested in the court: Beckerman Vs SYNTHION;

"...No shareholder may, directly or indirectly, sell, transfer, assign, pledge, charge, mortgage, or in any way dispose of, or encumber any shares of the company and the company may not issue any shares or grant any options or rights to purchase shares of the company except with the consent of DeVante, Chahal, Beckerman and Barry..."

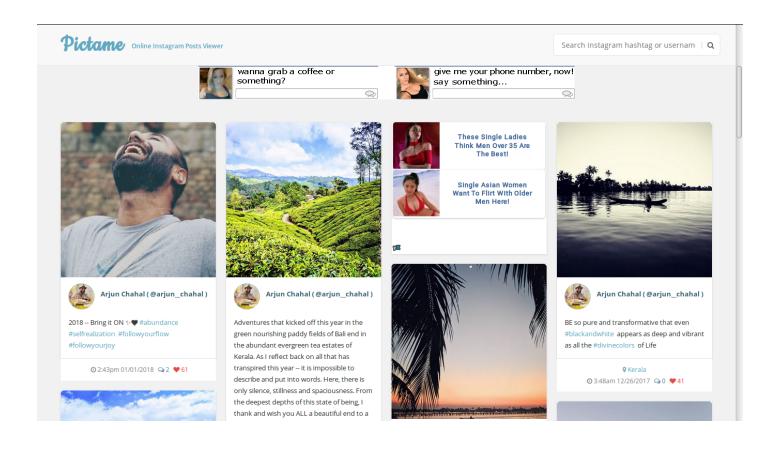
Therefore, it may not be legal or possible to dispose of your shares or try to remove yourself as director until the court has made a decision with a legal ruling. This is one of the reasons why a written and signed letter or document is requires as specified above. Once this is received, you will be notified accordingly.

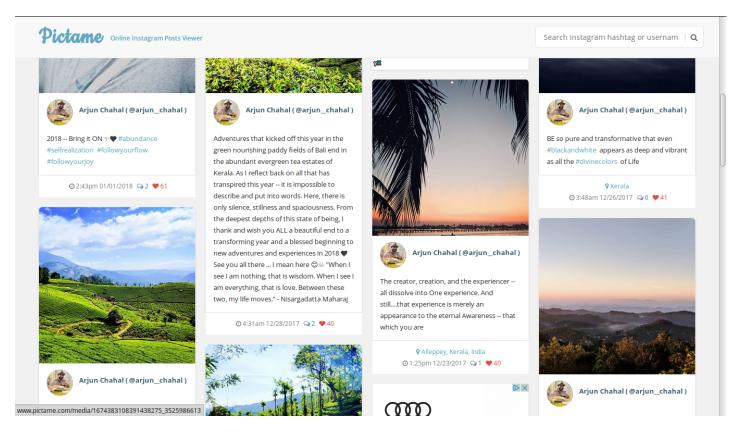
Please note that after leaving Synthion Energy Inc, you are still bound by Synthion Energy's Non Disclosure Agreement (NDA) until the years specified have expired.

Violation of the above mentioned or any other unlawful acts involving Synthion Energy Inc property/correspondence/media/documentation/etc, will result in IMMEDIATE legal action.

Sincerely

Chair Board of Directors





This is Exhibit "HHHH" To the Affidavit of JULIAN DEVANTE

Subject: Fwd: Re: Notice of Meeting - Removal of Directors (Served 11/19/2015)

From: Julian DeVante < j.devante@synthionenergy.com>

Date: 11/19/2015 7:30 PM

To: Arjun Chahal <a.chahal@synthionenergy.com>

----- Forwarded Message ------

Subject:Re: Notice of Meeting - Removal of Directors (Served 11/19/2015)

Date: Thu, 19 Nov 2015 19:22:48 -0500

From:Julian DeVante < j.devante@synthionenergy.com>

To:wayne berry waynejberry@yahoo.ca, Alan B. Dryer adryer@shermanbrown.com, Arnold Beckerman arnbeckerman@gmail.com

Be aware that nothing has been seized and I am Majority Share holder in Synthion Energy Inc. I am also Chair and a Director as you were legally removed before calling any meeting; as such the meeting for

November 22nd still stands and yourself and Beckerman is to attend.

This is my final notice and final warning.

+Julian DeVante Chairman Board of Directors Synthion Energy Inc.

On 11/19/2015 6:12 PM, wayne berry wrote:

You are to correspond only through our lawyer

As you are aware, Arjun is not a Director and neither are you. I know you are aware by evidence you submitted to the courts. Also, you are fully aware that the sheriff seized your interest in Synthion Energy Inc 2 months ago. Hence you do not have the authority to call a meeting or represent Synthion Energy in any fashion.

Consider this a formal warning and demand that you immediately refrain from falsely representing your self as a representative in any capacity of Synthion Energy. Failure to do so may result in further legal action against you.

Wayne Berry Chairperson Synthion Energy Inc

1 of 2 11/17/2022 2:14 AM

This is Exhibit "IIII" To the Affidavit of JULIAN DEVANTE



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-14	4-00010751-00CL DATE:	October 17 th , 2022
TITLE OF PROCEEDING: BEFORE JUSTICE: CAVANAGH:	Beckerman and Berry v. Julian	NO. ON LIST: 3
PARTICIPANT INFORMATION		
or Plaintiff, Applicant, Moving Pa	rty, Crown: Name of Party	Contact Info
Name of Person Appearing Arnold Beckerman	Self-Represented	arnbeckerman@gmail.com
Wayne Berry	Self-Represented Self-Represented	waynejberry@yahoo.ca
or D <i>e</i> fendant, Resp <i>o</i> ndent, Respo		:T
Name of Person Appearing	Name of Party	Contact Info
Iulian Devante	Self-Represented	Chechi99@tutanota.com
	8	
		2
or Other, Self-Represented: Name of Person Appearing	Name of Party	Contact Info
Name of Ferson Appearing	Name of Farty	Contact Info

ENDORSEMENT OF JUSTICE CAVANAGH:

- [1] The applicants Arnold Beckerman and Wayne Berry commenced this application in 2014. The applicants seek remedies under s. 241 of the Canada Business Corporations Act ("CBCA") for oppression.
- [2] The respondent Julian DeVante delivered a notice of appearance and filed affidavit evidence in response to the application.
- [3] Both the application and the cross-application concern Synthion Energy Inc. ("Synthion").
- [4] The application as against the other respondents has been dismissed. Mr. Devante is the only remaining respondent.
- [5] By the endorsement of Wilton-Siegel J. dated February 18, 2015, the application was converted to an action with the applicants' notice of application to serve as their pleading. The endorsement notes that the respondents intend to serve and file notice of cross-application which will serve as their pleading. The endorsement states that the parties intend a summary trial to be scheduled at a case conference to be held on March 2, 2015.
- [6] On February 25, 2015 the respondent Julian DeVante served a notice of counter-application against the applicants, respondents by counter application. The notice of counter-application was not issued. In his notice of counter-application, Mr. DeVante seeks remedies against the applicants pursuant to section 241 of the CBCA.
- [7] The applicants brought a motion for production of documents that was heard by Newbould J. on May 1, 2015. The motion was granted in an endorsement dated May 4, 2015. Mr. DeVante brought a motion for an order staying the order of Justice Newbould that was dismissed by Justice Pattillo in an endorsement dated May 29, 2015. At the time this endorsement was released, the summary trial was fast approaching. Justice Pattillo was not prepared to adjourn the trial. Costs were ordered in favour of the applicants and against Mr. DeVante in the amount of \$8,819.65.
- [8] On September 29, 2015, Justice Newbould released an endorsement with respect to the costs of the motion for production of documents. Costs were ordered in favour of the applicants against Mr. DeVante in the amount of \$15,000 plus disbursements and HST.
- [9] The applicants brought a motion to strike Mr. DeVante's affidavits and to dismiss his counter-application or, alternatively, for security for costs that was returnable before Justice Conway on May 20, 2016. Justice Conway adjourned the motion to June 27, 2016, peremptory on Mr. DeVante. Costs thrown away were ordered in favour of the applicants against Mr. DeVante in the amount of \$750.
- [10] The applicants' motion was heard by Justice Wilton-Siegel on June 27, 2016. In his endorsement, Justice Wilton Siegel noted that Mr. DeVante had failed to pay two outstanding costs awards totaling approximately \$26,000 which had been owing for approximately one year. In his endorsement, Justice Wilton Siegel wrote that given the relative amount of these awards and the fact that the matter is essentially ready for trial he did not think it was appropriate to strike Mr. DeVante's pleadings or his affidavits. Justice Wilton-Siegel made an order requiring Mr. DeVante to pay into court the sum of \$20,000 as security for the costs of this proceeding prior to trial no later than August 31, 2016. This order was expressly without prejudice to the right of the applicants to raise the non-payment of any outstanding costs awards in the event Mr. DeVante fails to post such security for costs or bring any further motion for security for cost in respect of the trial at an appropriate time. Costs were awarded in favour of the applicants against Mr. DeVante in the amount of \$7,000.

- [11] The applicants renewed their motion for an order striking at Mr. DeVante's pleadings for nonpayment of prior costs orders and an order noting Mr. DeVante in default that was heard by Justice Penny on December 5, 2016. The applicants also sought an order directing the Sheriff to proceed with and complete the seizure and sale of Mr. DeVante's shares in Synthion. Justice Penny directed the Sheriff to so proceed. In his endorsement, Justice Penny wrote that given that relief, it was premature to deal with the remaining relief striking Mr. DeVante's pleadings and noting him in default because if sufficient funds are realized from the sale of shares to satisfy the cost orders, the basis for striking Mr. DeVante's pleadings will have gone away. The motion for this relief was adjourned pending further evidence on the realization of Mr. DeVante's shares.
- [12] Justice Penny's order was expressly without prejudice to the right of the applicants to bring their motion to strike pleadings back on with further evidence once the sale of shares was dealt with. He directed that, in the meantime, the *status quo* vis-à-vis Mr. DeVante must be preserved and Mr. DeVante was prohibited from taking any fresh steps in these proceedings unless and until he has satisfied all outstanding costs orders. Costs of the motion were ordered in favour of the applicants and against Mr. DeVante in the amount of \$2,000.
- [13] The shares of Synthion were sold by the Sheriff under Writs of Seizure and Sale on March 20, 2017. I accept Mr. Devante's evidence, based on information provided to him by the Sheriff, that the proceeds of sale were \$26,000. Mr. Beckerman agrees and states that the proceeds were \$25,910.
- [14] The proceeds from the sale of shares were insufficient to fully satisfy the outstanding costs orders which, in total, without interest, are \$35,663.16¹.
- [15] From December 2016 when Justice Penny's Order was made until the motion before me today, a period of almost six years, the application and counter-application remained in abeyance.
- [16] Mr. Devante commenced an action against Mr. Berry and Mr. Beckerman by a statement of claim issued on May 31, 2022 in action No. CV-22-00681952-0000.

Analysis

- [17] In their notice of motion, the applicants seek various relief including orders:
 - Striking out Mr. DeVante's notice of appearance and all his affidavits delivered in relation to the application or counter-application.
 - b. Noting Mr. DeVante in default in the application for failure to pay costs awards and failure to post security for costs, in permitting the applicants to move for judgment without notice.
 - c. Striking out or dismissing Mr. DeVante's counter-application.
 - d. Finding Mr. DeVante in contempt of court for taking legal action when prohibited by two separate court orders and ignoring findings made by Justice Newbould and ordering that he be incarcerated for ongoing contempt of court.
 - e. Convicting Mr. DeVante of a summary conviction offence under s. 250(1) of the CBCA.
 - f. Dismissing Mr. DeVante's separate civil action with prejudice.

¹ Comprised of \$8,819.65 (Pattillo J.), \$17,093.51 (Newbould J.), \$750 (Conway J.), \$7,000 (Wilton-Siegel J.), \$2,000 (Penny J.).

- [18] I first address the moving parties' request for an order striking out Mr. DeVante's appearance and the affidavits he delivered in response to the application.
- [19] Rule 57.03(2) of the *Rules of Civil Procedure* provides that where a party fails to pay the costs of a motion as required under subrule (1), the court may dismiss or stay the party's proceeding, strike out the party's defence, or make such order as is just.
- [20] The remaining amount of the unpaid costs orders is, by my calculation, approximately \$10,000. Mr. DeVante has had many years to satisfy the costs orders made against him. Although he stated at the hearing that he does not have the financial means to pay the outstanding costs orders, no evidence of his financial means was provided to me.
- [21] There must be consequences for a party's failure to comply with court orders. In my view, given that Mr. DeVante has failed to satisfy costs orders made against him, he should not be at liberty to continue to oppose the application.
- [22] I make an order striking out Mr. DeVante's notice of appearance and the affidavit evidence filed in response to the application for his failure to pay costs orders against him.
- [23] I do not, however, authorize the applicants to proceed to a hearing without notice. If the applicants intend to proceed with their application for a compensatory order or other relief against Mr. DeVante in the application, they are required to give notice of the hearing date to Mr. DeVante. The presiding judge hearing the application will be able to decide whether leave should be granted to hear Mr. DeVante at the hearing.
- [24] Rule 56.06 of the *Rules of Civil Procedure* provides that where an applicant defaults in giving the security required by an order for security for costs, the court on motion may dismiss the proceeding against the respondent who obtained the order and the stay imposed by rule 56.05 no longer applies.
- [25] Mr. DeVante is the applicant on his counter-application. He was required by the order of Justice Wilton-Siegel to pay into the court the sum of \$20,000 as security for costs pursuant to rule 56.01(1)(c). This was to be done no later than August 31, 2016. Mr. DeVante has failed to comply with this Order. Mr. DeVante has not come forward with a proposal to rectify his default. In the absence of compliance with this Order, the applicants (respondents to the counter-application) should not be required to defend the counter-application.
- [26] I make an order dismissing the counter-application for Mr. DeVante's failure to comply with the Order for security for costs.
- [27] The applicants seek an order finding that Mr. DeVante is in contempt of court. At the hearing, I asked them to direct me to an Order that prohibits Mr. Devante from doing something he has done. The point to the Order of Penny J. dated December 5, 2016 prohibiting Mr. DeVante from taking any fresh steps in these proceedings without complying with the order for security for costs. I am not convinced that by commencing a separate action seeking an award of damages for allegedly defamatory statements made in 2020, Mr. DeVante has disobeyed the order of Justice Penny.
- [28] The applicants also direct me to the findings made by Justice Newbould in his endorsement released on May 4, 2015. They submit that the actions taken by Mr. DeVante are inconsistent with these findings. Justice Newbould did not make an order prohibiting Mr. DeVante from taking any particular steps. The applicants have not shown that Mr. DeVante has acted in disobedience of Justice Newbould's order.
- [29] I decline to make findings of contempt of court against Mr. DeVante.

- [30] The applicants ask for an order dismissing Mr. DeVante's civil action commenced by statement of claim issued on May 31, 2022 or, alternatively, they ask that I make an order requiring Mr. DeVante to post security for costs in that action.
- [31] In his statement of claim, Mr. DeVante claims general and aggravated damages in the amount of \$250,000 as well as punitive and exemplary damages. He seeks an order that the defendants remove allegedly false and libelous information contained on the website of Synthion. In the statement of claim, Mr. DeVante makes allegations in paras. 6-9 under the heading "History" against the applicants which, on my reading, appear to overlap with allegations in relation to issues raised on the application and counter application. In paragraphs 10-16 of the statement of claim, Mr. DeVante makes particular allegations of libellous statements that he alleges took place from August 2020 to present. The allegedly libellous statements were allegedly made on the Synthion website, that Mr. DeVante describes as a "fake website".
- [32] No motion has been brought before me in the civil action commenced by Mr. Devante. If the applicants (defendants in the other action) wish to bring a motion to strike out the statement of claim, in whole or in part, or to dismiss the action, they must do so by a motion brought in that action. Similarly, if the applicants wish to bring a motion for security for costs, they must do so by a motion in that action.

Disposition

[33] For these reasons:

- a. I make an order striking out Mr. DeVante's notice of appearance and the affidavit evidence filed in response to the application because of his failure to pay costs orders against him. I do not, however, authorize the applicants to proceed to a hearing without notice. If the applicants intend to proceed with their application for a compensatory order or other relief against Mr. Devante in the application, they are required to give notice of the hearing date to Mr. DeVante.
- I make an order dismissing Mr. DeVante's counter-application because of his failure to comply with the Order for security for costs.
- c. I dismiss the applicants' motion for the other relief they seek.
- [34] Given that the applicants achieved only partial success, I make no order as to costs.

Digitally signed by Mr. Justice Cavanagh

JULIAN DEVANTE et al. ARNOLD BECKERMAN et al. RESPONDENTS (S) APPLICANTS (S) and Court File No. CV-14-10751-00CL ONTARIO SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST PROCEEDING COMMENCED AT TORONTO Respondent Affidavit Julian DeVante 146 Baroness dr Ottawa, On K2G 6S4 Phone: 343-552-5099 Email: chechi99@tutanota.com