

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN

MACQUARIE EQUIPMENT FINANCE LIMITED

Applicant

- and -

**VALIDUS POWER CORP., IROQUOIS FALLS POWER CORP., BAY
POWER CORP., KAP POWER CORP., VALIDUS HOSTING INC.,
KINGSTON COGEN LIMITED PARTNERSHIP AND KINGSTON COGEN
GP INC.**

Respondents

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

**AMENDED COMPENDIUM OF KEY DOCUMENTS OF THE APPLICANT
(Application re: Receivership Order,
returnable August 10, 2023)**

August 9, 2023

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Limited, the Applicant

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3(a)	<p>Alleged Breach of Hut 8 PPA Affidavit of Joshua Hamilton Stevens sworn July 31, 2023, Tab 2 of the Applicant’s Application Record (“Stevens Affidavit”), paras 70-75</p> <p>Statement of Claim filed by Hut 8 Mining Corp. in the Hut 8 Litigation, dated January 25, 2023</p> <p>Amended Statement of Defence and Counterclaim filed by Validus Power Corp. and Bay Power Corp. in the Hut 8 Litigation, dated April 11, 2023</p>
3(b)	<p>Failure to pay Base Rent plus HST Demand Letter from the Applicant to IFPC dated July 24, 2023</p> <p>Stevens Affidavit, para 59</p>
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3(e)	<p>Unpaid Municipal Taxes Stevens Affidavit, para 54(d)</p>
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6(b)	Unpaid and Unremitted Taxes	Participation Agreement, s 4.10 Lease Agreement, s 12(i)

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6(e)	Alleged Breach of Hut 8 PPA	Lease Agreement, s 12(j) and (k) Participation Agreement, Appendix A, “Material Project Documents” definition
6(f)	Deficient Recordkeeping	Participation Agreement, ss 4.12 and 4.23 Lease Agreement, s 12(i)
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7(b)	Notice of Intention to Enforce Security under Section 244 of the BIA delivered by the Applicant to IFPC on June 9, 2023	
7(c)	Demand Letter re: Base Rent and HST in arrears delivered by the Applicant to IFPC on July 24, 2023	
7(d)	Demand Letter re: Accelerated Payment delivered by the Applicant to IFPC on July 24, 2023	
8.	Security Documents granting the Applicant the right to appoint a receiver in respect of each of the following Debtors:	
8(a)	Validus Power Corp.	Securities Pledge Agreement, s 13 , as amended by Acknowledgement, Confirmation and Amendment Agreement, s 3(c)
8(b)	Iroquois Falls Power Corp. (IFPC)	Amended and Restated Lease Agreement, s 13.1(g) General Security Agreement from IFPC, ss 11(q) and (r) Demand Debenture from IFPC, s 3.1(o)

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Proceeding commenced at TORONTO

AMENDED COMPENDIUM OF THE APPLICANT

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