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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

AMENDED MOTION RECORD OF THE APPLICANTS
(Returnable October 12, 2023)

October 9, 2023

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Lawyers for the OTE Group

TO: THE SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

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TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.**

Applicants

AMENDED NOTICE OF MOTION

(Third Stay Extension Order Relief)
(returnable October ~~4~~ 12, 2023)

Original Traders Energy Ltd. ("**OTE GP**"), 2496750 Ontario Inc. ("**249**"), OTE Logistics LP ("**OTE Logistics**") and Original Traders Energy LP ("**OTE LP**" and with OTE GP, 249 and OTE Logistics, collectively the "**Applicants**" and the "**OTE Group**", variously) will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on October ~~4~~ 12, 2023 via videoconference.

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ in writing under subrule 37.12.1 (1);

☐ in writing as an opposed motion under subrule 37.12.1 (4);

☐ in person;

☐ by telephone conference;

☒ by video conference.

THIS MOTION IS FOR:

1. An Order (the "**Third Stay Extension Order**"), substantially in the form included in the Amended Motion Record of the OTE Group, which, *inter alia,*

   (a) Extends the Stay Period (term as defined in the Initial Order) to April 26, 2024;

   (b) Amends the claims procedure approved pursuant to the Claims Procedure Order dated April 27, 2023 (the "**Claims Procedure**") pursuant to which amendment the OTE Group, with the assistance of the Monitor (term as defined herein), will seek to identify, quantify and resolve certain claims by former employees;

   ~~(c) Approves a sale process for the business and property of the OTE Group, to be carried out by the Monitor, as detailed in the fifth report of the Monitor (the "**Fifth Report**"), excluding the assets identified at Schedule "A" to the Injunctive Order (term as defined herein);~~ and

   (d) Approves the Fifth Report of the Monitor dated September 28, 2023 (the "**Fifth Report**") and the Supplement to the Monitor's Fifth Report dated October 6, 2023 (the "**Supplemental Report**") and the activities and conduct of the Monitor in relation to the OTE Group and these CCAA proceedings;

2. Such further and other relief as this Court may find just.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

1. The OTE Group functions as a wholesale fuel supplier which services mainly First Nations' petroleum stations and First Nations' communities across Ontario;

2. The OTE Group services a total of over 30 gas stations throughout Southern Ontario, with a majority of these gas stations situated on 9 different First Nations reserves in Southern Ontario;

3. On January 30, 2023, the Honourable Justice Osborne granted an initial order (the "**Initial Order**") which, *inter alia*, appointed KPMG Inc. as monitor (in such capacity, the "**Monitor**"), provided protection to the OTE Group under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 (the "**CCAA**") and granted expanded investigatory powers to the Monitor in light of concerns over potential misconduct against the OTE Group due to alleged actions of Glenn Page ("**Page**") and Mandy Cox ("**Cox**"), among others;

4. On or about February 9, 2023, the Amended and Restated Initial Order ("**ARIO**") was granted, which, *inter alia*, extended the Stay Period to April 28, 2023;

5. On March 15, 2023, the Honourable Justice Osborne granted an injunctive order (the "**Injunctive Order**") which restrained Page, Cox and 2658658 Ontario Inc. from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can" (the "**Italian Yacht**");

6. On March 21, 2023 and March 28, 2023, the Honourable Justice Osborne granted certain endorsements related to the Injunctive Order;

7. On April 28, the Honourable Justice Osborne granted an Order extending the Stay Period to August 4, 2023 and a Claims Procedure Order authorizing and directing the Monitor to carry out the Claims Procedure as described therein;

8. An Information Order was also granted on April 28, 2023 (the "**Information Order**"), by which AirSprint Inc. ("**AirSprint**") was directed to provide to the Monitor or its counsel any requested information in connection with the ARIO issued by this Court on February 9, 2023 and any other Order of the Court, related to the OTE Group, the OTE Group Affiliates (as defined in the Information Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates;

9. On May 15, 2023, the United States Bankruptcy Court Southern District of Florida (Fort Lauderdale Division) granted the Monitor's motion for provisional relief, which included, *inter alia*, the enjoinment of the disposition of the Italian Yacht and the proceeds of any

sale thereof and the stay of the action in the United States District Court for the Eastern District of Michigan styled *OTE USA LLC v. ORIGINAL TRADERS ENERGY LP,* Case No. 2:23-cv-10152;

10. On May 31, 2023, the United States Bankruptcy Court Southern District of Florida (West Palm Beach Division) granted an Order recognizing the Canadian proceedings as a "foreign main proceeding" within the meaning of 11 U.S.C. § 1502 of the United States Bankruptcy Code, and granted certain other relief, including recognizing the Initial Order, the ARIO, and the Injunctive Order. All Orders granted by the U.S. courts are available on the Monitor's Website;

11. On July 17, 2023, the Honourable Justice Kimmel granted various relief sought by the OTE Group in the form of the following Orders:

    (a) an Order, among other things, extending the Stay Period to November 3, 2023; and

    (b) an Order authorizing and directing the Monitor to conduct a sales process for the Italian Yacht and directing AirSprint to remit to the Monitor any funds, proceeds of sale or use of any aircraft or fractional ownership or other interests therein in which the OTE Group has claimed an interest;

THIRD STAY EXTENSION ORDER

<u>Stay Extension</u>

12. The current Stay Period in the CCAA proceedings expires on November 4, 2023, and the OTE Group seeks, *inter alia,* a third extension of the Stay Period to April 26, 2024;

13. The OTE Group has been acting and continues to act in good faith and with due diligence;

14. It is just and convenient and in the interest of the OTE Group and their stakeholders to extend the Stay Period;

15. The OTE Group will have sufficient funds to continue their operations and fund these CCAA proceedings through the proposed Stay Period;

Amendment to Claims Procedure

16. The OTE Group, with the assistance of the Monitor, has prepared a plan to significantly reduce the operations of the OTE Group (the "**Reduced Operations Plan**") in order to reduce operating costs and conserve cash;

17. Certain employees and operations will and have been terminated in accordance with the Reduced Operations Plan;

18. The Monitor proposes an adjustment to the Claims Procedure to include the former employees of the OTE Group terminated during these CCAA proceedings (the "**Employees**");

19. The Employee Restructuring Claims (term as defined in the Fifth Report) will be determined in accordance with "negative notice" employee claims procedures often used in CCAA proceedings, such that Employees will not be required to file proof of claim forms with respect to their claims if they agree with the amount set out in a notice to them;

20. The Employees need not submit any notice to the Monitor accepting their Employee Restructuring Claim, and the Employee Restructuring Claims, as prepared by the OTE Group in accordance with statutory entitlements under Ontario law, will be automatically accepted by the Monitor should a Notice of Dispute of Employee Restructuring Claim (term as defined in the Fifth Report) not be received in respect of an Employee Restructuring Claim;

21. If an Employee disagrees with the amount of its Employee Restructuring Claim as prepared by the OTE Group, such Employee will have an opportunity to dispute such claims and have them determined in accordance with the Claims Procedure Order;

~~Bid Process~~

~~22. The OTE Group, in consultation with the Monitor, has developed a sale process (the "**Bid Process**") as a means of testing the market, gauging interest in the OTE Group and/or its assets and determining whether a sale transaction would result in greater monetization than a liquidation of the property, assets and undertakings of the OTE Group (collectively, the "**Property**");~~

~~23. The Bid Process is designed to maximize the value of the Property, and considers opportunities for both sales and/or partial sales of the Property;~~

~~24. The Bid Process is further described within the Fifth Report, and includes the following approximate deadlines:~~

~~(a) Sending an initial offering summary to potential interested parties – October 5, 2023;~~

~~(b) Deadline for interested parties to submit binding offers – November 10, 2023; and~~

~~(c) Closing of any such transaction(s) resulting from the submission of acceptable binding offers will occur as soon as practicable after Court approval is obtained;~~

~~25. The Bid Process has been developed in consultation with the Monitor and will be administered by the Monitor;~~

Approval of the Fifth Report and the Supplemental Report

26. The Monitor's actions and activities, as further described in the Fifth Report and the Supplemental Report, and up to the return date of the sought Order, are lawful and proper, and consistent with its powers and duties under the ARIO and the Initial Order;

GENERALLY

27. Circumstances exist that make the relief sought by the OTE Group appropriate;

28. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;

29. The reasons set out in the Fifth Report and the Supplemental Report;

30. The *Rules of Civil Procedure* (Ontario), RRO 1990, reg. 194;

31. The *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended; and

32. Such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) The Fifth Report and the Supplemental Report~~, to be filed~~; and

(b) Such further and other material as counsel may submit and this Court may permit.

Date: ~~September 25~~ October 9, 2023

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Lawyers for the OTE Group

TO: SERVICE LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND
2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED NOTICE OF MOTION
(Third Stay Extension Order Relief)
(returnable October ~~4~~ 12, 2023)

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Lawyers for the OTE Group

TAB 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 12TH
	)	
MADAM JUSTICE KIMMEL	)	DAY OF OCTOBER, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

THIRD STAY EXTENSION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, among other things, extending the stay of proceedings, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Amended Notice of Motion and Amended Motion Record of the Applicants (the "**Amended Notice of Motion**" and the "**Amended Motion Record**"), the Fifth Report of KPMG Inc. in its capacity as Court-appointed monitor (the "**Monitor**") dated September 28, 2023 (the "**Fifth Report**") and the Supplement to the Fifth Report of the Monitor dated October 6, 2023 (the "**Supplemental Report**"), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP, and Original Traders Energy LP (collectively, the "**OTE Group**"), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Cristian Delfino, as filed:

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 16 of the Amended and Restated Initial Order dated February 9, 2023 and further amended on July 17, 2023) is hereby extended until and including April 26, 2024.

ADDENDUM TO THE CLAIMS PROCEDURE ORDER

3. **THIS COURT ORDERS** that the following claims process for former employees of any entity of the OTE Group who are terminated during the CCAA proceeding (the "**Terminated Employees**") shall apply in respect of their Claims as employees against the OTE Group (the "**Employee Restructuring Claims**"), and the claims procedure order dated April 27, 2023 (the "**Claims Procedure Order**") shall be deemed to be amended accordingly in respect of Employee Restructuring Claims. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Claims Procedure Order, and the Claims Procedure Order shall apply in all respects to Employee Restructuring Claims, which shall be regarded as Restructuring Period Claims under the Claims Procedure Order, subject to the modifications set out below:

(a) The OTE Group will prepare, in consultation with the Monitor, and based on the OTE Group's books and records, a notice of Employee Restructuring Claim for each Terminated Employee terminated during the CCAA proceeding, setting out any accrued and unpaid vacation pay, termination and/or severance pay, wages, commissions or other remuneration arising as a result of the termination of their respective employment, all calculated based upon statutory entitlements of such Terminated Employee in the Province of Ontario (the "**Notice of Employee Restructuring Claim**");

(b) The Monitor will deliver a Notice of Employee Restructuring Claim, along with a claims package (the "**Claims Package**"), to each Terminated Employee as soon as reasonably practicable and not later than fifteen business days following the date of this Order in respect of each Terminated Employee who was terminated prior to the date of this Order or within fifteen business days following the date on which such Employee Restructuring Claim arises in respect of any Terminated Employee who is terminated following the date of this Order;

(c) If a Terminated Employee disputes the classification, nature and/or amount of the Employee Restructuring Claim as set out in their Notice of Employee Restructuring Claim, such Terminated Employee must complete a notice of dispute (the "**Notice of Dispute of Employee Restructuring Claim**") and send it to the Monitor by no later than 5:00 pm (Eastern Standard Time) on the date that is fifteen business days after the date on which the Monitor sent a Claims Package, accompanied by a Notice of Employee Restructuring Claim, to such Terminated Employee having an Employee Restructuring Claim (the "**Employee Claims Bar Date**").

4. **THIS COURT ORDERS** that any Terminated Employee who does not deliver a Notice of Dispute of Employee Restructuring Claim such that it is received by the Monitor by the Employee Claims Bar Date shall be deemed to accept as final and binding the amount of its Claim as set out in the Notice of Employee Restructuring Claim and will be forever barred, estopped and enjoined from disputing the classification, nature and/or amount of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, and any other claims that such Terminated Employee may have in respect of, arising from or related to such Terminated Employee's employment or former employment with any of the OTE Group entities shall be forever barred and extinguished without any further act or notification by the OTE Group or the Monitor.

5. **THIS COURT ORDERS** that the Monitor shall be at liberty to modify and supplement the forms approved under the Claims Procedure Order as the Monitor deems necessary or appropriate in connection with the claims process for Terminated Employees set out herein.

6. **THIS COURT ORDERS** that the Monitor shall be entitled to rely upon the books and records of the OTE Group and shall have no liability in connection with any calculation of or error in respect of any Employee Restructuring Claims and shall have all of the protections afforded to it in the Claims Procedure Order and other Orders of this Court.

APPROVAL OF MONITOR'S REPORTS

7. **THIS COURT ORDERS** that all of the activities and conduct of the Monitor prior to the date hereof in relation to the OTE Group and these CCAA proceedings are hereby ratified and approved.

8. **THIS COURT ORDERS** that the Fifth Report and the Supplemental Report be and are hereby approved.

9. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approvals set forth in paragraphs 7 and 8 of this Order.

GENERAL

10. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

12. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.

_____

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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ONTARIO
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THIRD STAY EXTENSION ORDER

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Lawyers for the OTE Group

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	~~WEDNESDAY~~THURSDAY, THE
	)	4~~1~~2TH
MADAM JUSTICE ~~<*>~~KIMMEL	)	
		DAY OF OCTOBER, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

THIRD STAY EXTENSION ORDER

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ON READING the Amended Notice of Motion and Amended Motion Record of the Applicants (the "**Amended Notice of Motion**" and the "**Amended Motion Record**"), the Fifth Report ~~(the "**Fifth Report**")~~ of KPMG Inc. in its capacity as Court-appointed monitor (the "**Monitor**") dated September 28, 2023 (the "**Fifth Report**") and the Supplement to the Fifth Report of the Monitor dated October 6, 2023 (the "**Supplemental Report**"), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP, and Original Traders Energy LP (collectively, the "**OTE Group**"), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of ~~Samantha Hans~~Cristian Delfino, as filed:

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 16 of the Amended and Restated Initial Order dated ~~January 30~~February 9, 2023 and further amended on July 17, 2023) is hereby extended until and including April 26, 2024.

~~**BID PROCESS APPROVAL**~~

~~3. **THIS COURT ORDERS** that the Bid Process (as defined and described in the Fifth Report) be and is hereby approved. The Monitor is hereby authorized to carry out the Bid Process and to take such steps as it considers necessary or desirable in carrying out its obligations thereunder, including entering into relevant realtor and/or property listing agreements, subject to prior approval of this Court being obtained before completion of any sale transaction under the Bid Process.~~

~~4. **THIS COURT ORDERS** that the Monitor and its affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Monitor performing its duties under the Bid Process, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Monitor, as determined by this Court in a final order that is not subject to appeal or other review.~~

~~5. **THIS COURT ORDERS** that the Monitor may amend any timelines and make any minor amendments it deems necessary or advisable to the Bid Process to help ensure the fairness, integrity and efficacy of the Bid Process.~~

~~6. **THIS COURT ORDERS** that the Monitor may apply to the Court for directions with respect to the Bid Process at any time and from time to time.~~

~~7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions the Monitor is hereby authorized and permitted to disclose and provide to its agents and any potential purchasers in the Bid Process personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the Bid Process (a "**Transaction**"). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Monitor or, in the alternative, destroy all such information and provide confirmation of its destruction to the Monitor. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the OTE Group, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Monitor.~~

ADDENDUM TO THE CLAIMS PROCEDURE ORDER

3. ~~8.~~ **THIS COURT ORDERS** that the following claims process for former employees of any entity of the OTE Group who are terminated during the CCAA proceeding (the "**Terminated Employees**") shall apply in respect of their Claims as employees against the OTE Group (the "**Employee Restructuring Claims**"), and the claims procedure order dated April 27, 2023 (the "**Claims Procedure Order**") shall be deemed to be amended accordingly in respect of Employee Restructuring Claims. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Claims Procedure Order, and the Claims Procedure Order shall apply in all respects to Employee Restructuring Claims, which shall be regarded as Restructuring Period Claims under the Claims Procedure Order, subject to the modifications set out below:

(a) The OTE Group will prepare, in consultation with the Monitor, and based on the OTE Group's books and records, a notice of Employee Restructuring Claim for each Terminated Employee terminated during the CCAA proceeding, setting out any accrued and unpaid vacation pay, termination and/or severance pay, wages, commissions or other remuneration arising as a result of the termination of their respective employment, all calculated based upon statutory entitlements of such Terminated Employee in the Province of Ontario (the "**Notice of Employee Restructuring Claim**");

(b) The Monitor will deliver a Notice of Employee Restructuring Claim, along with a claims package (the "**Claims Package**"), to each Terminated Employee as soon as reasonably practicable and not later than fifteen business days following the date of this Order in respect of each Terminated Employee who was terminated prior to the date of this Order or within fifteen business days following the date on which such Employee Restructuring Claim arises in respect of any Terminated Employee who is terminated following the date of this Order;

(c) If a Terminated Employee disputes the classification, nature and/or amount of the Employee Restructuring Claim as set out in their Notice of Employee Restructuring Claim, such Terminated Employee must complete a notice of dispute (the "**Notice of Dispute of Employee Restructuring Claim**") and send it to the Monitor by no later than 5:00 pm (Eastern Standard Time) on the date that is fifteen business days after the date on which the Monitor sent a Claims Package, accompanied by a Notice of Employee Restructuring Claim, to such Terminated Employee having an Employee Restructuring Claim (the "**Employee Claims Bar Date**").

4. ~~9.~~ **THIS COURT ORDERS** that any Terminated Employee who does not deliver a Notice of Dispute of Employee Restructuring Claim such that it is received by the Monitor by the Employee Claims Bar Date shall be deemed to accept as final and binding the amount of its Claim as set out in the Notice of Employee Restructuring Claim and will be forever barred, estopped and enjoined from disputing the classification, nature and/or amount of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, and any other

claims that such Terminated Employee may have in respect of, arising from or related to such Terminated Employee's employment or former employment with any of the OTE Group entities shall be forever barred and extinguished without any further act or notification by the OTE Group or the Monitor.

5. ~~10.~~ **THIS COURT ORDERS** that the Monitor shall be at liberty to modify and supplement the forms approved under the Claims Procedure Order as the Monitor deems necessary or appropriate in connection with the claims process for Terminated Employees set out herein.

6. ~~11.~~ **THIS COURT ORDERS** that the Monitor shall be entitled to rely upon the books and records of the OTE Group and shall have no liability in connection with any calculation of or error in respect of any Employee Restructuring Claims and shall have all of the protections afforded to it in the Claims Procedure Order and other Orders of this Court.

APPROVAL OF MONITOR'S ~~REPORT~~REPORTS

7. ~~12.~~ **THIS COURT ORDERS** that all of the activities and conduct of the Monitor prior to the date hereof in relation to the OTE Group and these CCAA proceedings are hereby ratified and approved.

8. ~~13.~~ **THIS COURT ORDERS** that the Fifth Report and the Supplemental Report be and ~~is~~are hereby approved.

9. ~~14.~~ **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approvals set forth in paragraphs ~~12~~7 and ~~13~~8 of this Order.

GENERAL

10. ~~15.~~ **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

11. ~~16.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States,

to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

12. ~~17.~~ **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.

_____

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

THIRD STAY EXTENSION ORDER

AIRD & BERLIS LLP
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Lawyers for the OTE Group

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.**

Applicants

AFFIDAVIT OF SCOTT HILL
(Sworn September 25, 2023)

I, Scott Hill of the City of Wilsonville, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the president of Original Traders Energy Ltd. ("**OTE GP**"), the general partner of Original Traders Energy LP ("**OTE LP**"). I have been the president of OTE GP since August of 2022. From 2018 until that date, I was a vice-president of development of OTE LP. Since becoming president, I have become aware of the financial and other operational aspects of the Applicants' business. From the inception of the Applicants' business until his sudden resignation on July 14, 2022, Glenn Page ("**Page**") was the president of OTE GP and exercised complete financial and operational control over OTE LP and OTE GP's business affairs.

2. While OTE Logistics LP ("**OTE Logistics**", and together with OTE LP, the "**Limited Partnerships**") and OTE LP are not Applicants in this proceeding, the initial order issued January 30, 2023 (the "**Initial Order**") and the amended and restated initial order issued February 9, 2023 (the "**ARIO**") extended the same protections granted to the Applicants to the Limited Partnerships, on the grounds that the Limited Partnerships are related to and carry on operations that are integral to the business of the Applicants. The terms "**OTE Group**" and

"**Applicants**" used throughout this Affidavit refer to the Applicants and Limited Partnerships collectively.

3. I have previously sworn an affidavit on January 27, 2023 (the "**First Hill Affidavit**") in this proceeding under the *Companies' Creditors Arrangement Act* (the "**CCAA**"), along with a second, confidential affidavit on January 27, 2023. I also swore an affidavit dated February 7, 2023 used for the comeback hearing, a fourth affidavit dated March 12, 2023 for the purposes of injunctive relief, a fifth affidavit dated April 20, 2023 regarding the Claims Procedure (term as defined herein), and a sixth affidavit dated July 10, 2023 regarding a stay extension and issues relating to the Injunctive Order (term as defined herein). Capitalized terms in this Affidavit have the same meaning as in the First Hill Affidavit unless otherwise defined herein.

4. This Affidavit is made in support of the following relief:

(a) An Order (the "**Third Stay Extension Order**"), substantially in the form included in the Motion Record of the OTE Group, which, *inter alia*:

(i) Extends the Stay Period (term as defined in the Initial Order) to April 26, 2024;

(ii) Amends the claim procedure approved pursuant to the Claims Procedure Order (term as defined herein), pursuant to which amendment the OTE Group, with the assistance of the Monitor, will seek to identify, quantify and resolve certain claims by former employees;

(iii) Approves a sale process for the business and property of the OTE Group, to be carried out by the Monitor, as detailed in the fifth report of the Monitor (the "**Fifth Report**"), excluding the assets identified at Schedule "A" to the Injunctive Order (term as defined herein);

(iv) Approves the Fifth Report and the activities and conduct of the Monitor in relation to the OTE Group and these CCAA proceedings; and

(v) such further and other relief as this Court may find just.

5. On the basis of the above, I have personal knowledge of the matters to which I depose in this Affidavit, including the business and financial affairs of the Applicants, except where I have obtained information from others or where the information is stated to be based on information and belief. Where I have obtained information from others, I have stated the source of my information, and, in all such cases, believe such information to be true. In some instances, the information is based on a reconstruction of the books and records from the best information currently available to the OTE Group, created with the assistance of KPMG Inc. ("**KPMG**"), due to the removal and/or destruction of the OTE Group's books and records. In such instances, I have identified where the information is the best reconstruction of the Applicants' financial information and the source materials from which such information has been reconstructed.

6. In preparing this Affidavit, I consulted with the Applicants' legal and financial advisors and reviewed relevant documents and information concerning the Applicants' operations, financial affairs and marketing activities. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

7. All references to monetary amounts in this Affidavit are in Canadian dollars unless noted otherwise.

II. BACKGROUND AND STATUS OF THE CCAA PROCEEDINGS

8. The OTE Group applied for urgent relief under the CCAA as a result of its balance sheet insolvency, and obtained the Initial Order on January 30, 2023. The Initial Order, a copy of which is attached to this Affidavit at **Exhibit "A"**, *inter alia*, granted the following relief:

(a) an initial stay of proceedings (the "**Initial Stay**") for 10 days (the "**Initial Stay Period**"), with a return date set for February 9, 2023;

(b) a declaration that the Applicants are entities to which the CCAA applies;

(c) a declaration that the Limited Partnerships enjoy the benefit of the protections provided to the Applicants under the Initial Order;

(d) an administration charge of $500,000.00;

(e) a directors' charge of $250,000.00 (the "**Directors' Charge**");

(f) the appointment of KPMG as an officer of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to monitor the business and financial affairs of the Applicants (in such capacity, the "**Monitor**") with the additional power to compel documents, evidence and witnesses;

(g) the stay and suspension of all rights and remedies of any regulators which have authority in respect of regulations pertaining to the fuel and/or gasoline industry ("**Regulators**" and each a "**Regulator**") against the OTE Group, or their respective employees and representatives acting in such capacities, or affecting their business or property, except with the written consent of the OTE Group, the Monitor, or leave of the Court on notice to the service list;

(h) an order authorizing payments to certain critical suppliers for pre-filing expenses up to a maximum aggregate amount of $6,375,000.00 with any such payment to be made only with the consent of the Monitor and the Applicants, and as are necessary to facilitate the Applicants' ongoing operations and preserve value during the CCAA proceedings; and

(i) an order sealing the Confidential Affidavit, which contains information that has been sealed by court order in another jurisdiction.

9. Copies of materials filed in the CCAA proceedings (other than the Confidential Affidavit) are available on the website of the Monitor at: http://home.kpmg/ca/OTEGroup.

10. Following the date of the Initial Order, the OTE Group has worked with the Monitor to stabilize operations and begin restructuring. The Applicants' activities during the Initial Stay Period, with the assistance of its advisors and the Monitor, include:

(a) Creating and implementing a communication plan to advise key stakeholders of the CCAA proceedings, including preparing an advertisement announcing the issuance of the Initial Order;

(b) Communicating with, providing information to and answering questions from various stakeholders, including, among others, the Ministry of Finance (the "**MOF**") and employees, both of which groups are critical to the ongoing operations of the OTE Group;

(c) Meeting with employees and the Monitor to discuss expenditure and cash flow management; and

(d) Arranging for the payment of cash security to the MOF.

11. The OTE Group has continued to work with the Monitor in good faith to respond to numerous creditor and stakeholder inquiries on a daily basis.

12. On or about February 9, 2023, the ARIO was granted, which, *inter alia*:

(a) Extended the Initial Stay Period to April 28, 2023;

(b) Amended the breadth of the Initial Stay as applied to Regulators, with certain provisions based upon discussions with the MOF; and

(c) Increased the Directors' Charge to $2,250,000.00.

13. A copy of the ARIO is attached to this Affidavit at **Exhibit "B"**.

14. On March 15, 2023, the Honourable Justice Osborne granted an injunctive order (the "**Injunctive Order**") which restrained 2658658 Ontario Inc. ("**265**"), Page, and Mandy Cox (collectively, the "**Mareva Respondents**") from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can" (the "**Italian Yacht**"), more particularly described at Schedule "A" to the Injunctive Order. On March 21, 2023 and March 28, 2023, the Honourable Justice Osborne granted certain endorsements (collectively, the "**Injunctive Endorsements**") related to the Injunctive Order. Copies of the Injunctive Order and the Injunctive Endorsements are attached to this Affidavit at **Exhibit "C"**.

15. On or about April 28, 2023, the Honourable Justice Osborne granted the following orders:

(a) An order authorizing and directing AirSprint Inc. ("**AirSprint**") to provide the information requested by the Monitor or its counsel in connection with the ARIO and any other Order of this Court, related to: (a) the OTE Group, (b) any of the OTE Group's directors or officers (together with the OTE Group, the "**OTE Group Affiliates**"), or (c) any third party owned, controlled by, or otherwise related to the OTE Group Affiliates, including, for avoidance of doubt, the information requested by the Monitor (the "**Information Order**");

(b) An order (the "**Claims Procedure Order**") approving and authorizing the Monitor to conduct a Claims Procedure (the "**Claims Procedure**") to call for, assess and determine claims against the OTE Group, and authorizing, directing and empowering the Monitor to administer the Claims Procedure in accordance with the terms of the proposed Claims Procedure Order; and

(c) An order (the "**First Stay Extension Order**") which:

(i) Approved the third report of the Monitor and the activities set out therein, as well as all prior reports of the Monitor submitted to this Honourable Court;

(ii) Extended the Stay Period, as defined in the Initial Order, to August 4, 2023; and

(iii) Increased the maximum aggregate amount of authorizations of payments to certain critical suppliers for pre-filing expenses to $6,625,000, with any such payment to be made only with the consent of the Monitor and the OTE Group and as were necessary to facilitate the OTE Group's ongoing operations and preserve value during the restructuring proceedings.

16. The Honourable Justice Osborne also issued an endorsement associated with the Claims Procedure Order, the Information Order and the First Stay Extension Order. Copies of all three orders and the associated endorsement are attached to this Affidavit at **Exhibit "D"**.

17. Chapter 15 proceedings under the US Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "**US Bankruptcy Cod**e") were also commenced by US counsel to the Monitor. I previously advised this Honourable Court that the OTE Group had engaged Florida counsel such that the OTE Group's counsel and counsel to the Monitor were working comprehensively with Florida counsel to seek recognition of and aid in enforcing the Injunctive Order. I further advised this Honourable Court that Chapter 15 of the US Bankruptcy Code provides a mechanism pursuant to which foreign insolvency proceedings are granted recognition in the United States, which allows for streamlined cooperation between the United States and foreign courts. As a result of our efforts, on or about May 15, 2023, the United States Bankruptcy Court Southern District of Florida (Fort Lauderdale Division) granted a motion for provisional relief under s. 1519 and 1520 of the US Bankruptcy Code which entered an order for provisional relief to protect assets of the OTE Group and to impose an automatic stay of proceedings in the United States in accordance with the ongoing Canadian proceedings. A copy of this order is attached to this Affidavit at **Exhibit "E"**.

18. On or about May 31, 2023, the United States Bankruptcy Court Southern District of Florida (West Palm Beach Division) granted an order recognizing the Canadian proceedings as a "foreign main proceeding" within the meaning of 11 U.S.C. § 1502 of the US Bankruptcy Code, and, *inter alia*, certain other relief. A copy of this order is attached to this Affidavit at **Exhibit "F"**.

19. On or about July 11, 2023, the Mareva Respondents brought a motion to set aside the Injunctive Order (the "**Mareva Respondents' Motion**").

20. On July 17, 2023, the Honourable Justice Kimmel granted various relief sought by the OTE Group in the form of the following orders, copies of which, along with the accompanying endorsement, are attached collectively to this Affidavit at **Exhibit "G"**:

(a) An order (the "**Second Stay Extension Order**") which:

(i) Extended the Stay Period (as defined in the Initial Order) to November 3, 2023;

(ii) Approved the fourth report of the Monitor; and

(iii) Authorized and directed the addition of OTE GP to the Italian Yacht's insurance policy.

(b) An order authorizing and directing the Monitor to conduct a sales process for the Italian Yacht and directing AirSprint to remit to the Monitor any funds, proceeds of sale or use of any aircraft or fractional ownership or other interests therein in which the OTE Group has claimed an interest.

21. Concerns surrounding the scheduling of the Mareva Respondents' Motion were also addressed by the Honourable Justice Kimmel and the Mareva Respondents' Motion was scheduled for October 4, 2023.

III. RELIEF SOUGHT

THIRD STAY EXTENSION ORDER AND FIFTH REPORT

22. The current Stay Period in these CCAA proceedings expires on November 3, 2023. The OTE Group seeks, *inter alia,* a third extension of the Stay Period to April 26, 2024.

23. The OTE Group believes that the extension of the Stay Period is necessary and appropriate in the circumstances to allow the OTE Group the breathing room to continue to focus on (i) managing the business of the OTE Group in the ordinary course, (ii) maintaining relationships and communication with key stakeholders, and (iii) working with the Monitor to continue to investigate missing books and records and asset recovery efforts as well as carry out the Reduced Operations Plan and Bid Process, terms as defined herein. The extension of the Stay Period into Spring of 2024 will enable the completion of the Bid Process itself.

24. I understand that the Monitor will file the Fifth Report which will include, among other things, a cash flow forecast demonstrating that, subject to the underlying assumptions contained therein, the OTE Group will have sufficient funds to continue their operations and fund these

CCAA proceedings through to the end of the stay extension. I further understand that the Monitor's Fifth Report will recommend that this stay extension be granted.

25. Finally, relief included in the Third Stay Extension Order includes approval of the Monitor's Fifth Report. I understand that the Monitor's Fifth Report will also provide further comment on the relief sought therein.

AMENDMENT TO THE CLAIMS PROCEDURE

26. Over the course of the recent months, certain key customers have ceased their relationships with the OTE Group. This has resulted in a loss of anticipated revenue and has added to the industry challenges that the OTE Group currently faces due to aggressive customer pricing and reduced vendor terms. In light of these circumstances, the OTE Group, with the assistance of the Monitor, has prepared a plan to significantly reduce the operations of the OTE Group (the "**Reduced Operations Plan**") in order to minimize the operating costs and conserve the cash of the business.

27. The first steps of the Reduced Operations Plan have been put into motion. At the outset of these proceedings, and as outlined and defined in the First Hill Affidavit, the OTE Group had three operating blending locations: the Six Nations Blending Location, the Tyendinaga Blending Location, and the Whitefish Blending Location. These locations were all leased by the OTE Group.

28. Pursuant to the Reduced Operations Plan, and as at the date of this Affidavit, the Tyendinaga Blending Location and Whitefish Blending Location (collectively, the "**Discontinued Locations**") have been discontinued. All movable assets and equipment have been removed from these locations and transferred to the Six Nations Blending Location. I understand that further details on the Discontinued Locations and their associated gas and fuel licenses are contained in the Fifth Report.

29. In connection with the Reduced Operations Plan, employees employed at the Discontinued Locations have been terminated. It is anticipated that additional employees will also need to be terminated (all employees who are terminated during the CCAA proceedings are referred to herein as the "**Terminated Employees**") under the Reduced Operations Plan unless

the Bid Process (as defined below) results in a transaction by which the relevant employees are retained.

30. The OTE Group and the Monitor have worked together to develop an amendment and addendum to the Claims Procedure under the Claims Procedure Order in order to allow the Terminated Employees the opportunity to assert claims resulting from their termination, including, but not limited to, termination and severance pay (the "**Employee Restructuring Claims**"). I understand from counsel to the OTE Group that this amendment has been developed to mirror a simplified version of a "negative notice" employee claims procedure, as seen in other CCAA filings in Canada, where a simplified process to enable employees to assert claims arising from their termination during the restructuring has been implemented in reliance on the information in the OTE Group's books and records and with the hope of avoiding the need for each Terminated Employee to file a proof of claim.

31. In order to make the Claims Procedure as user-friendly as possible for the Terminated Employees, rather than requiring employees to file individual proof of claims forms, Terminated Employees will receive a notice of employee restructuring claim (a "**Notice Of Employee Restructuring Claim**"), prepared by the OTE Group in consultation with the Monitor, setting out the classification, nature and amount of their Employee Restructuring Claims arising from termination of their employment, in accordance with statutory entitlements under Ontario law. The Notice Of Employee Restructuring Claim will also be accompanied by a claims package with additional information and instructions (together with the Notice Of Employee Restructuring Claim, a "**Claims Package**").

32. Terminated employees who receive a Claims Package will have the option to either accept the terms of the Notice of Employee Restructuring Claim or dispute such by completing a notice of dispute (a "**Notice of Dispute of Employee Restructuring Claim**") and sending it to the Monitor within fifteen business days of the Monitor sending the Claims Package.

33. Any Terminated Employee who does not deliver a Notice of Dispute of Employee Restructuring Claim in respect of a Notice of Employee Restructuring Claim in accordance with the prescribed time periods shall be deemed to accept as final and binding the amount of its claim as set out in the Notice of Employee Restructuring Claim, and will be forever barred from

disputing the classification, nature and/or amount of the claim as set out in the Notice of Employee Restructuring Claim, and any other claims of that Terminated Employee arising from or in connection with his/her employment or former employment with any of the OTE Group entities shall be forever barred and extinguished without any further act or notification by the OTE Group or the Monitor.

34. The OTE Group believes that this amendment to the Claims Procedure Order will allow the OTE Group and the Monitor to implement a streamlined and simplified process tailored to assist the Terminated Employees in resolving their claims in these proceedings.

35. The OTE Group has worked closely with the Monitor on this amendment and understands that the Monitor is supportive and recommends that this relief be granted.

APPROVAL OF THE BID PROCESS

36. The OTE Group, in consultation with the Monitor, has developed a sale process (the "**Bid Process**") as a means of determining whether a transaction that would result in greater than liquidation value is available for the property, assets and undertakings of the OTE Group (collectively, the "**Property**"). The Property for the sake of the Bid Process excludes the assets identified at Schedule "A" to the Injunctive Order, which are being marketed separately. In light of the recent events surrounding the loss of key customers and the need to reduce operations, the OTE Group believes that the Bid Process is the most prudent and reasonable path forward for the OTE Group and its stakeholders.

37. The purpose of the Bid Process is to solicit market interest in the OTE Group by identifying one or more purchasers for all or part of the Property, and advertising the sale of the OTE Group and its assets. I understand that the Monitor proposes to market the Property for a period of approximately thirty five days with the goal of selling all or part of the Property on an "*as is, where is*" basis. In order to keep the Bid Process as simple as possible, the OTE Group and the Monitor will not make any representations or warranties relating to the Property in the event of a sale, and the Property, or part thereof, will be sold free of encumbrances pursuant to one or more sale approval and vesting orders to be sought before the Court.

38. The Bid Process, which is further described within the Fifth Report, contains the following key aspects:

(a) On October 5, 2023 an initial offer summary will be sent by the Monitor to a list of potential interested parties (the "**Interested Parties**");

(b) The Monitor will cause a notice of the Bid Process to be published in The Globe and Mail (National Edition) and such other publications as the Monitor, in consultation with the OTE Group, deems appropriate;

(c) The Monitor will establish a data room and provide Interested Parties who have signed an non-disclosure agreement access to such;

(d) Interested Parties will be required to submit binding offers ("**Binding Offers**") to the Monitor by no later than November 10, 2023; and

(e) Binding Offers that are deemed acceptable to both the Monitor and the OTE Group will be presented to the Court for final approval.

39. The OTE Group believes the Bid Process provides for (i) an efficient and effective way of testing market interest in the Property, and (ii) a streamlined process for the sale of all or part of the Property which, given the recent loss of anticipated revenue and the current industry conditions, may provide the best return for its stakeholders. The Bid Process benchmarks, though condensed, will assist in a timely sale of the Property should such a transaction be identified. The OTE Group understands that the Monitor is supportive of the proposed Bid Process and believes the Bid Process balances the search for a prospective purchaser with the costs associated with such search.

IV. UPDATE ON THE ACTIVITIES OF THE OTE GROUP

40. The OTE Group has acted and continues to act in good faith and with due diligence in these CCAA proceedings. In addition to the OTE Group's ongoing efforts to canvass viable restructuring options with key stakeholders and finalize the requested Orders, the OTE Group has, with the assistance and cooperation of the Monitor, *inter alia*:

(a) Managed cash flows and operations of the business as a going-concern;

(b) Managed relationships with key stakeholders, including Royal Bank of Canada, employees, customers, and suppliers;

(c) Continued to investigate and trace information in light of the missing books and records of the OTE Group; and

(d) Continued to communicate with the Monitor and the OTE Group's legal counsel with respect to these ongoing CCAA proceedings, changes impacting the OTE Group's business, and the resulting financial challenges.

41. I understand that a more detailed summary of the activities of the OTE Group in conjunction with work completed by the Monitor to-date is provided for this Honourable Court's review in the Fifth Report.

Conclusion

42. For the reasons set out herein, the OTE Group requests that this Honourable Court grant the above-noted relief.

43. I swear this Affidavit in support of a motion for the relief set out above, and for no improper purpose.

SWORN BEFORE ME over video teleconference this 25th day of September, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Wilsonville in the Province of Ontario, while the Commissioner was located in the City of Toronto in the Province of Ontario.

DocuSigned by:

77F3D36A129C418...

SCOTT HILL

A Commissioner for taking Affidavits *(or as may be)*

SAMANTHA HANS (LSO#: 84737H)

This is Exhibit "A" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 30TH
	)	
JUSTICE OSBORNE	)	DAY OF JANUARY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Hill Affidavit**"), the second affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Second Hill Affidavit**"), the pre-filing report of the proposed monitor, KPMG Inc. ("**KPMG**") dated January 27, 2023 (the "**Pre-Filing Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for Royal Bank of Canada ("**RBC**") and such other counsel who were present, and on reading the consent of KPMG to act as the monitor (the "**Monitor**"),

SERVICE

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

DEFINED TERMS

2. THIS COURT ORDERS that capitalized terms used within this Order shall have the meanings ascribed to them in the Hill Affidavit or the Pre-Filing Report, as applicable, if they are not otherwise defined herein.

APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, *inter alia*, one or more of the OTE Group.

POSSESSION OF PROPERTY AND OPERATIONS

5. THIS COURT ORDERS that the OTE Group shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the OTE Group shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The OTE Group are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the OTE Group shall be entitled to continue to utilize the central cash management system currently in place as described in the Hill Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the OTE Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the OTE Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any future Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the OTE Group shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the fees and disbursements of any Assistants retained or employed by the OTE Group in respect of these proceedings, at their standard rates and charges;

(c) with the consent of the Monitor and the OTE Group, amounts owing for goods or services actually supplied to any of the OTE Group prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of $6,375,000, if such third party is critical to the Business and ongoing operations of the OTE Group; and

(d) amounts owing to the Ministry of Finance relating to an agreement reached with the Ministry of Finance on January 26, 2023 regarding the extension of certain fuel and gas tax licenses.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the OTE Group shall be entitled but not required to pay all reasonable expenses incurred by the OTE Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;

(b) any payments required by RBC under the existing credit facilities extended by RBC to certain of the OTE Group; and

(c) payment for goods or services actually supplied to the OTE Group following the date of this Order.

9. THIS COURT ORDERS that the OTE Group shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the OTE Group in connection with the sale of goods and services by the OTE Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any

nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the OTE Group.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the OTE Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the OTE Group and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the OTE Group are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the OTE Group to any of its creditors as of this date, save and except for RBC; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

CARVE-OUT

12. THIS COURT ORDERS that RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

RESTRUCTURING

13. THIS COURT ORDERS that the OTE Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the OTE Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. THIS COURT ORDERS that the OTE Group shall provide each of the relevant landlords with notice of the OTE Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the OTE Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the OTE Group, or by further Order of this Court upon application by the OTE Group on at least two (2) days notice to such landlord and any such secured creditors. If the OTE Group disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the OTE Group's claim to the fixtures in dispute.

15. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the OTE Group and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the OTE Group in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY

16. THIS COURT ORDERS that until and including February 9, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, tribunal, agency or other legal or, subject to paragraph 19, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of the OTE Group or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the OTE Group and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the OTE Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the Stay Period does not apply to the rights and remedies of RBC as it pertains to security provided by the OTE Group in favour of RBC.

NO EXERCISE OF RIGHTS OR REMEDIES

18. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), other than RBC, against or in respect of the OTE Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the OTE Group and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the OTE Group to carry on any business which the OTE Group is not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that notwithstanding Section 11.1 of the CCAA, all rights and remedies of provincial and federal regulators and/or border authorities that have authority with respect to the importation and exportation of fuel, petroleum, diesel and/or gasoline against or in respect of the OTE Group or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended during the

Stay Period except with the written consent of the OTE Group and the Monitor, or leave of this Court on notice to the Service List, such that no licenses held by any of the OTE Group may be revoked or expire during the Stay Period and same are further extended during the course of these CCAA proceedings.

NO INTERFERENCE WITH RIGHTS

20. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the OTE Group, except with the written consent of the OTE Group and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

22. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-

advance any monies or otherwise extend any credit to the OTE Group. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the OTE Group with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the OTE Group whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the OTE Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the OTE Group or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. THIS COURT ORDERS that the OTE Group shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the OTE Group after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. THIS COURT ORDERS that the directors and officers of the OTE Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $**250,000**, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 36 and 38 herein.

26. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the OTE Group's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. THIS COURT ORDERS that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the OTE Group with the powers and obligations set out in the CCAA or set forth herein and that the OTE Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the OTE Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the OTE Group's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) advise the OTE Group in its development of the Plan and any amendments to the Plan;

(d) assist the OTE Group, to the extent required by the OTE Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;

(f) compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");

(g) require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;

(h) conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

29. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. THIS COURT ORDERS that the Monitor shall provide any creditor of the OTE Group with information provided by the OTE Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the OTE Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the OTE Group may agree.

32. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the OTE Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the OTE Group as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order, by the OTE Group as part of the costs of these proceedings. The OTE Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the OTE Group on a weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers in the approximate amount of **$950,000** to be held by them as security for payment of their respective fees and disbursements outstanding for certain pre- and post-filing costs.

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

ADMINISTRATION CHARGE

35. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the OTE Group's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $**500,000**, as

security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 36 and 38 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

36. THIS COURT ORDERS that the priorities of the existing security held by RBC (the "**RBC Security**"), the Directors' Charge and the Administration Charge, as among them, shall be as follows:

First – RBC Security;

Second – Administration Charge; and

Third – Directors' Charge.

37. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the RBC Security (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

38. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the RBC Security (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

39. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the OTE Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the RBC Security, unless the OTE Group also obtains the prior written

consent of the Monitor and the beneficiaries of the Directors' Charge, the RBC Security and the Administration Charge, or further Order of this Court.

40. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the RBC Security shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the OTE Group, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the OTE Group of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the OTE Group entering into the creation of the Charges; and

(c) the payments made by the OTE Group pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

41. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the OTE Group's interest in such real property leases.

SERVICE AND NOTICE

42. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the OTE Group of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

43. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

44. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html>.

45. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the OTE Group and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the OTE Group's creditors or other interested parties at their respective addresses as last shown on the records of the OTE Group and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

46. THIS COURT ORDERS that the OTE Group or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

47. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the OTE Group, the Business or the Property.

48. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

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

50. THIS COURT ORDERS that any interested party (including the OTE Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days

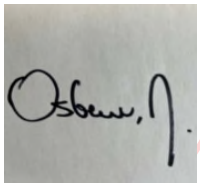
notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

51. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

52. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

SEALING RELIEF

53. THIS COURT ORDERS that the Second Hill Affidavit shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the earlier of (a) the vacating of the sealing order appended as Exhibit B to the Second Hill Affidavit (the "**Foreign Sealing Order**"), without being replaced by another sealing order granted by a court of a foreign jurisdiction, (b) the vacating of any sealing order that may granted by a court of a foreign jurisdiction to replace the Foreign Sealing Order, or (c) further Order of this Court.



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OSBORNE, J.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

INITIAL ORDER

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Lawyers for the OTE Group

This is Exhibit "B" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 9TH
	)	
JUSTICE OSBORNE	)	DAY OF FEBRUARY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order amending and restating the Initial Order (the "**Initial Order**") dated January 30, 2023 (the "**Initial Filing Date**") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Hill Affidavit**"), the second affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Second Hill Affidavit**"), the third affidavit of Scott Hill sworn February 7, 2023 and the Exhibits thereto (the "**Third Hill Affidavit**") the pre-filing report of the proposed monitor, KPMG Inc. ("**KPMG**") dated January 27, 2023 (the "**Pre-Filing Report**"), the first report of KPMG dated February 8, 2023 (the "**First Report**") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for Royal Bank of Canada ("**RBC**") and such other

counsel who were present, and on reading the consent of KPMG to act as the monitor (the "**Monitor**"),

SERVICE

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

DEFINED TERMS

2. THIS COURT ORDERS that capitalized terms used within this Order shall have the meanings ascribed to them in the Hill Affidavit or the Pre-Filing Report, as applicable, if they are not otherwise defined herein.

APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, *inter alia*, one or more of the OTE Group.

POSSESSION OF PROPERTY AND OPERATIONS

5. THIS COURT ORDERS that the OTE Group shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the OTE Group shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The OTE Group are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or

employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the OTE Group shall be entitled to continue to utilize the central cash management system currently in place as described in the Hill Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the OTE Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the OTE Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any future Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the OTE Group shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) the fees and disbursements of any Assistants retained or employed by the OTE Group in respect of these proceedings, at their standard rates and charges;

(c) with the consent of the Monitor and the OTE Group, amounts owing for goods or services actually supplied to any of the OTE Group prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of $6,375,000, if such third party is critical to the Business and ongoing operations of the OTE Group; and

(d) amounts owing to the Ministry of Finance relating to an agreement reached with the Ministry of Finance on January 26, 2023 regarding the extension of certain fuel and gas tax licenses.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the OTE Group shall be entitled but not required to pay all reasonable expenses incurred by the OTE Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;

(b) any payments required by RBC under the existing credit facilities extended by RBC to certain of the OTE Group; and

(c) payment for goods or services actually supplied to the OTE Group following the date of this Order.

9. THIS COURT ORDERS that the OTE Group shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the OTE Group in connection with the sale of goods and services by the OTE Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the OTE Group.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the OTE Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the OTE Group and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the OTE Group are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the OTE Group to any of its creditors as of this date, save and except for RBC; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

CARVE-OUT

12. THIS COURT ORDERS that RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

RESTRUCTURING

13. THIS COURT ORDERS that the OTE Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the OTE Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. THIS COURT ORDERS that the OTE Group shall provide each of the relevant landlords with notice of the OTE Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the OTE Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the OTE Group, or by further Order of this Court upon application by the OTE Group on at least two (2) days notice to such landlord and any such secured creditors. If the OTE Group disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the OTE Group's claim to the fixtures in dispute.

15. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the OTE Group and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the OTE Group in respect of such lease or leased premises, provided that nothing

herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY

16. THIS COURT ORDERS that until and including April 28, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, tribunal, agency or other legal or, subject to paragraph 19, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of the OTE Group or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the OTE Group and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the OTE Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the Stay Period does not apply to the rights and remedies of RBC as it pertains to security provided by the OTE Group in favour of RBC.

NO EXERCISE OF RIGHTS OR REMEDIES

18. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), other than RBC, against or in respect of the OTE Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the OTE Group and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the OTE Group to carry on any business which the OTE Group is not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that subject to paragraph 20 and notwithstanding Section 11.1 of the CCAA, those rights and remedies of provincial and federal regulators and border authorities that have authority with respect to the importation and exportation of fuel, petroleum,

diesel or gasoline against or in respect of the OTE Group or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, which would materially impair the operation of OTE Group as a going concern, including the revocation or expiry of applicable licenses held by any member of the OTE Group, are hereby stayed and suspended during the Stay Period except with the written consent of the OTE Group and the Monitor, or leave of this Court obtained by motion on no less than ten (10) days' notice to the Service List, such that any applicable license held by any member of the OTE Group is otherwise extended during the Stay Period.

20. THIS COURT ORDERS that nothing in this Order shall prevent any government or regulatory agency or body from taking any action it deems necessary:

(a) to protect public or employee health and/or safety;

(b) to address exigent environmental contamination, hazards or other adverse effects; or

(c) to investigate and prosecute criminal and quasi-criminal offences under federal or provincial laws, but enforcement of monetary orders arising therefrom are stayed subject to further order of this Court.

NO INTERFERENCE WITH RIGHTS

21. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the OTE Group, except with the written consent of the OTE Group and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

22. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the OTE Group or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the OTE Group, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of

such goods or services as may be required by the OTE Group, and that the OTE Group shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the OTE Group in accordance with normal payment practices of the OTE Group or such other practices as may be agreed upon by the supplier or service provider and each of the OTE Group and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

23. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the OTE Group. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

24. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the OTE Group with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the OTE Group whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the OTE Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the OTE Group or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

25. THIS COURT ORDERS that the OTE Group shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the OTE Group after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

26. THIS COURT ORDERS that the directors and officers of the OTE Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $**2,250,000**, as security for the indemnity provided in paragraph 25 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.

27. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the OTE Group's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 25 of this Order.

APPOINTMENT OF MONITOR

28. THIS COURT ORDERS that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the OTE Group with the powers and obligations set out in the CCAA or set forth herein and that the OTE Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the OTE Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

29. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the OTE Group's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) advise the OTE Group in its development of the Plan and any amendments to the Plan;

(d) assist the OTE Group, to the extent required by the OTE Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;

(f) compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");

(g) require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;

(h) conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

30. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

31. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated,

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

32. THIS COURT ORDERS that the Monitor shall provide any creditor of the OTE Group with information provided by the OTE Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the OTE Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the OTE Group may agree.

33. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

34. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the OTE Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the OTE Group as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order, by the OTE Group as part of the costs of these proceedings. The OTE Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the OTE Group on a weekly basis and, in

addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers in the approximate amount of **$950,000** to be held by them as security for payment of their respective fees and disbursements outstanding for certain pre- and post-filing costs.

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

ADMINISTRATION CHARGE

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the OTE Group's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $**500,000**, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. THIS COURT ORDERS that the priorities of the existing security held by RBC (the "**RBC Security**"), the Directors' Charge and the Administration Charge, as among them, shall be as follows:

First – RBC Security;

Second – Administration Charge; and

Third – Directors' Charge.

38. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the RBC Security (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the

Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the RBC Security (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

40. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the OTE Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the RBC Security, unless the OTE Group also obtains the prior written consent of the Monitor and the beneficiaries of the Directors' Charge, the RBC Security and the Administration Charge, or further Order of this Court.

41. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the RBC Security shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the OTE Group, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the OTE Group of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the OTE Group entering into the creation of the Charges; and

(c) the payments made by the OTE Group pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

42. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the OTE Group's interest in such real property leases.

SERVICE AND NOTICE

43. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the OTE Group of more than $1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

44. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

45. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html>.

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

GENERAL

47. THIS COURT ORDERS that the OTE Group or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

48. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the OTE Group, the Business or the Property.

49. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to

assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

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

51. THIS COURT ORDERS that any interested party (including the OTE Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

52. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

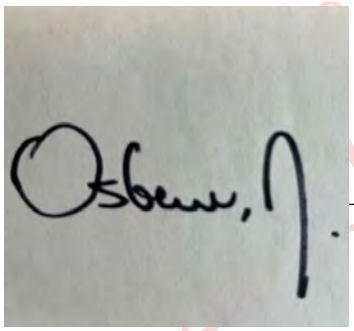
53. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

SEALING RELIEF

54. THIS COURT ORDERS that the Second Hill Affidavit shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the earlier of (a) the vacating of the sealing order appended as Exhibit B to the Second Hill Affidavit (the "**Foreign Sealing Order**"), without being replaced by another sealing order granted by a court of a foreign jurisdiction, (b) the vacating of any sealing order that may granted by a court of a foreign jurisdiction to replace the Foreign Sealing Order, or (c) further Order of this Court.

INITIAL ORDER AND INITIAL FILING DATE

55. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for above.



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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

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Tel: 416.863.1500
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Lawyers for the OTE Group

This is Exhibit "C" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 15TH
	)	
JUSTICE OSBORNE	)	DAY OF MARCH, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

INJUNCTIVE ORDER

NOTICE

If you, the Mareva Respondents, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Applicants and the Monitor (as defined herein), for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Mareva Respondents to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made by the Applicants, Original Traders Energy LP and Original Logistics LP (collectively, the "**OTE Group**") for an interim Order in the form of a *Mareva* injunction restraining Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**"), from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to this Order and certain other relief against third parties who may be in possession of or have records relating to the assets identified at Schedule "A" to this Order, was heard this day via videoconference.

ON READING the affidavit of Scott Hill sworn March 12, 2023 and the Exhibits thereto (the "**Fourth Hill Affidavit**"), the affidavit of Miles Hill sworn March 12, 2023 and the Exhibits thereto (the "**Miles Affidavit**"), the second report of KPMG Inc. (in such capacity, the "**Monitor**") dated March 13, 2023 (the "**Second Report**") and on hearing the submissions of counsel for the OTE Group and counsel for the Monitor, along with all additional parties in attendance and represented per the counsel slip,

Service

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

Defined Terms

2. **THIS COURT ORDERS** that capitalized terms used within this Order shall have the meanings ascribed to them in the Fourth Hill Affidavit, as applicable, if they are not otherwise defined herein.

Mareva Injunction

3. **THIS COURT ORDERS** that the Mareva Respondents, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

(a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to this Order, wherever situated;

(b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and

(c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

4. **THIS COURT ORDERS** that this Order applies to the assets identified at Schedule "A" to this Order, whether or not they are in the possession or control of any of the Mareva Respondents and whether they are solely or jointly owned by any other party. The Mareva Respondents are to be regarded as having such power if a third party holds or controls the assets in accordance with any of their direct or indirect instructions.

5. **THIS COURT ORDERS** that the assets identified in Schedule "A" to this Order, being the vessel bearing VIN number XAXS704F122 and the three (3) Volvo Engines with identification numbers 20132060472, 20132060504, and 2013060470, respectively, shall be returned to the territorial jurisdiction of the Florida courts forthwith.

Disclosure of Information

6. **THIS COURT ORDERS** that the Mareva Respondents prepare and provide to the OTE Group and the Monitor within thirty (30) business days of the date of service of this Order, a sworn statement describing the nature, value, and location worldwide, of the assets identified at Schedule "A" to this Order, whether in their own name or not and whether solely or jointly owned, as well as an explanation for where all funds used to purchase the assets identified at Schedule "A" to this Order originated from.

7. **THIS COURT ORDERS** that the Mareva Respondents submit to examinations under oath within fifteen (15) days of the delivery by the Mareva Respondents of the aforementioned sworn statements.

8. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Mareva Respondents, they may be entitled to refuse to provide it, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraphs 6 and 7 herein is contempt of court and may render the Mareva Respondents liable to be imprisoned, fined, or have their assets seized.

Third Parties

9. **THIS COURT ORDERS** Allied Marine, Inc., American Yacht Group LLC, Brewer Yacht Sales, LLC, or any other boat broker who may hold, be assigned or be transferred the assets listed on Schedule "A" to this Order (collectively, the "**Boat Brokers**") to forthwith freeze

and prevent any removal or transfer of the assets listed on Schedule "A" to this Order, held physically by the Boat Brokers, in any account or on credit on behalf of the Mareva Respondents or any third party, with the Boat Brokers, until further Order of the Court.

10. **THIS COURT ORDERS** that the Boat Brokers forthwith disclose and deliver up to the OTE Group and the Monitor any and all records held by the Boat Brokers concerning the assets listed on Schedule "A" to this Order, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Mareva Respondents by the Boat Brokers relating to the assets listed on Schedule "A" to this Order, including but not limited to: (a) copies of vehicle/vessel registration details; (b) copies of any relevant financial records; and (c) location details.

11. **THIS COURT ORDERS** that the Boat Brokers may only sell or transfer any of the assets listed on Schedule "A" to this Order upon receipt of express written consent by both the OTE Group and the Monitor, and if consent is received, that any funds received by the Boat Brokers will be held in trust on behalf of the OTE Group. Upon receipt of written demand by the Monitor on the OTE Group's behalf post-sale of any asset, the Boat Brokers will transfer any funds held in trust to the attention of the Monitor.

Variation, Discharge or Extension of Order

12. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to both the OTE Group and the Monitor.

13. **THIS COURT ORDERS** that the OTE Group and the Mareva Respondents shall attend at a case conference in the next ten (10) business days, or at another time agreed upon by the OTE Group, the Monitor and the Mareva Respondents, to set a timetable for: (i) the exchange of the following materials; and (ii) the eventual motion, if requested by the Mareva Respondents, to argue the reversal of this Order within the ongoing *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the "**CCAA**") proceedings of the OTE Group:

(a) Responding materials of the Mareva Respondents;

(b) Reply materials of the OTE Group, if necessary;

(c) Cross-examinations of the Mareva Respondents, per paragraph 7 of this Order;

(d) Factum of the OTE Group of the Mareva Respondents;

(e) Reply factum of the OTE Group, if necessary;

(f) Motion for reversal of this Order, if sought by Mareva Respondents; and

(g) Cost assessment hearing.

General

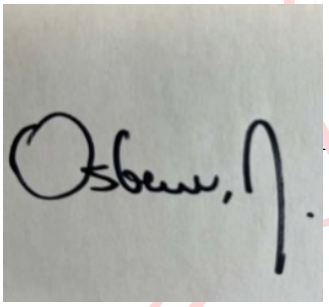
14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

15. **THIS COURT ORDERS** that the Monitor and the Applicants are each authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order, the Initial Order dated January 30, 2023, the Amended and Restated Initial Order dated February 9, 2023 and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders. Without limiting the foregoing, the Monitor and the Applicants are each authorized and empowered to apply: (i) to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States' Bankruptcy Code; (ii) to Florida State and/or Federal Courts in connection with any dispute between any of the OTE Group and the Mareva Respondents; and (iii) to obtain relief in connection with the assets listed on Schedule “A” to this Order.

16. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without the need for entry or filing.

COSTS

17. **THIS COURT ORDERS** that the costs of this motion shall be determined by the Court upon further attendance before the Court.



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SCHEDULE "A"

Assets:

COLLATERAL DESCRIPTION

2022	AZIMUT	S7	XAXS7047F122	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060472	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060504	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060470	MV

COMMON DESCRIPTION

Motor Vehicle / Boat under name "CUZ WE CAN", and all ENGINES, TACKLES, FURNITURE and APPAREL, also may be named as "HOME SOUTH", or any other name that Motor Vehicle / Boat may be changed or assigned under VIN XAXS7047F122, formerly registered under Canada Official Number 844825

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

INJUNCTIVE ORDER

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Lawyers for the OTE Group

CITATION: Original Traders Energy Ltd., 2023 ONSC 1887
COURT FILE NO.: CV-23-693758-00CL
DATE: 20230321

SUPERIOR COURT OF JUSTICE – ONTARIO
(COMMERCIAL LIST)

RE: Original Traders Energy Ltd., Applicant

BEFORE: Osborne J.

COUNSEL: *Steven Graff, Samantha Hans and Martin Henderson*, on behalf of Original Traders Energy Ltd.

Fredrick Schumann, Dan Goudge and Mitch Grossell, on behalf of 2658658 Ontario Inc.

Natai Shelsen, on behalf of Mandy Cox

Raj Sahni, on behalf of KPMG Inc., Court-appointed Monitor

Melanie Fishbein, on behalf of Essex Financial

Doug Smith, on behalf of Royal Bank of Canada

Steven Groeneveld, on behalf of Ministry of Finance

HEARD: March 15, 2023

ENDORSEMENT

[1] On March 15, 2023, I heard a motion by the OTE Group for a *Mareva* injunction over certain assets and related relief, at the conclusion of which I granted the order, with minor amendments, with reasons to follow. These are those reasons.

[2] Unless otherwise indicated, defined terms in this Endorsement have the meaning given to them in my Initial Order Endorsement dated January 30, 2023, the motion materials, and/or the Second Report of the Court-appointed Monitor.

[3] On January 30, 2023, I granted the Applicants protection from their creditors pursuant to the CCAA. I appointed KPMG as Monitor, with certain investigatory powers in the circumstances, given that the Applicants were unable to locate all books and records, said to be as a result of

alleged misconduct of certain former executives, including Mr. Glenn Page. On February 9, 2023, I granted an amended and restated initial order.

[4] On this motion, the OTE Group seeks an interlocutory injunction restraining Mr. Page, his spouse Ms. Mandy Cox, and 2658658 Ontario Inc. ("265") (collectively for the purposes of this motion and this Endorsement, the "Respondents"), and those acting on their behalf or in conjunction with them, from directly or indirectly selling, transferring encumbering or dealing with a 70 foot yacht bearing the name "Cuz We Can" or "Home South", together with its engines, all as further described in the motion materials (the "Yacht").

[5] 265 is an entity owned and/or controlled by Page and Cox. They are both directors of 265.

[6] The OTE Group also seeks ancillary relief requiring the Respondents to deliver a sworn statement providing particulars with respect to the Yacht as set out in the motion material, and directing the Boat Brokers who may have possession of the Yacht to not remove or transfer the Yacht, and other relief.

[7] The motion did not proceed *ex parte* or without notice. The Respondents were given advance notice of this motion by the OTE Group and were served with the Notice of Motion and materials on Monday, March 15, 2023.

[8] The hearing of this motion was scheduled to proceed at 12 PM noon on Wednesday, March 17, 2023. As further discussed below, the Respondents were represented by counsel today who opposed the granting of any relief for a number of reasons, including but not limited to the fact that they had received only two days' notice. At the outset of the hearing, counsel for the Respondents indicated that a brief adjournment of the matter might allow the parties to agree to consensual interim terms of an order. I granted that request for a brief adjournment to allow the parties and their counsel to have discussions, in fact twice, and the parties advised that they were unable to agree to terms, with the result that the motion was argued on the merits beginning at 1:30 PM.

[9] Prior to filing for CCAA protection, the OTE Group and others commenced a claim in this Court against Page, Cox and others asserting unjust enrichment, fraud, breach of fiduciary duty and other causes of action.

[10] Among other things, that claim alleges that Page and Cox purchased, in 2021, and through a corporate entity (265) the Yacht using funds wire transferred from OTE LP accounts, and caused OTE Logistics to guarantee chattel mortgage secured by the vessel (both entities are defined in my Endorsement of January 30, 2023).

[11] Today, the OTE Group relies upon the Affidavit of Scott Hill sworn March 12, 2023 with exhibits thereto, the Affidavit of Miles Hill sworn March 12, 2023 and exhibits thereto, and the Second Report of the Monitor.

[12] As set out in the Affidavit of Scott Hill, the position of the OTE Group is that at least USD $3,675,687.05 of OTE Group funds were used to purchase the Yacht, currently owned by 265.

[13] At the time of filing the Notice of Motion, OTE Group was unaware of the exact whereabouts of the Yacht, although filed evidence confirming that it was listed for sale by various Boat Brokers in Hollywood, Florida without the permission of the OTE Group which maintains the security interest registered over the Yacht.

[14] At the outset of the hearing of this motion, Mr. Martin as counsel for the OTE Group advised the Court that the Applicants had just been advised, although had no sworn evidence, that subsequent to the service and filing of the Notice of Motion, the Yacht had in fact left port at Hollywood, Florida, and was believed to be bound for the Bahamas.

[15] Mr. Schumann, as counsel for the Respondents advised, in fairness and with candor**,** that while he had just recently been retained and could not advise the Court with certainty when the Yacht had left port, it was at the time of the hearing at sea and, he believed, headed for the Bahamas.

[16] The Respondents control the Yacht, and the evidence on this motion was to the effect that it was up for sale with multiple Boat Brokers (with active listings at the time of the hearing of the motion).

[17] Moreover, the evidence of the OTE Group is that the Respondents have caused a deregistration of the Yacht from Canada, changed its name and taken other steps all in an attempt to remove the asset from the control or reach of the OTE Group, have forged certain documents to fund the purchase of the Yacht, and are otherwise acting in an attempt to frustrate the efforts of the OTE Group and the Monitor to investigate the use of OTE Group funds, the purchase of the Yacht and the whereabouts of the Yacht.

[18] As a result of the above, the OTE Group brought this motion for *Mareva* relief to freeze the Yacht and direct the Respondents to order its return to Florida pending a determination of the origin and ownership of funds used to purchase it and guarantee payment of the balance of the purchase price, and the determination of rights to the Yacht or any proceeds of sale thereof.

[19] As stated above, at the conclusion of the hearing and having heard from counsel for all parties who wished to make submissions, I granted the order freezing the Yacht and directing the Respondents to order its return to port in Florida.

Mareva Injunction

[20] The test for a *Mareva* injunction is well established. This Court has jurisdiction to grant an interlocutory injunction, including a *Mareva* injunction, pursuant to section 101 of the *Courts of Justice Act*, where it appears just or convenient to do so. Pursuant to Rule 40.01, an interlocutory injunction or mandatory order under section 101 may be obtained on motion to a judge. The order may include such terms as are just, and may be sought on motion made without notice for a period not exceeding 10 days.

[21] That said, the relief is extraordinary. As numerous courts have observed, the harshness of such relief, usually issued *ex parte*, is mitigated or justified in part by the requirement that the defendant have an opportunity to move against the injunction immediately. The relief remains

extraordinary even in circumstances such as are present here, where the relief was not sought *ex parte*, but rather on notice to the Respondents, albeit brief.

[22] The factors to be considered in determining whether to grant *Mareva* relief include whether the moving party has established the following:

(a) a strong *prima facie* case;

(b) particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;

(c) some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);

(d) some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;

(e) proof of irreparable harm if the injunctive relief is not granted;

(f) the balance of convenience favours the granting of the relief; and

(g) an undertaking as to damages.

(See *Aetna Financial Services Ltd. v Feigelman*, [1985] 1 S.C.R. 2 ("Aetna") at paras. 26, 30; *Chitel v. Rothbart*, 1982 CANLII 1956 (ONCA) at para. 60; and *Lakhani et al v. Gilla Enterprises Inc.* et al, 2019 ONSC 1727 at para. 31).

[23] A strong case that a defendant has committed fraud against the plaintiff can be important evidence in support of the relief sought. The "reluctance" of the common law toward allowing execution before judgment has recognized exceptions, including circumstances where the relief is necessary for the preservation of assets, the very subject matter in dispute, or where to allow the adversarial process to proceed unguided would see their destruction before the resolution of the dispute. (See *Aetna*, at para. 9).

[24] The test as to whether a strong *prima facie* case exists has been expressed by the courts as the question of whether the Plaintiff would succeed "if the court had to decide the matter on the merits on the basis of the material before it" (See *Petro-Diamond Inc. v. Verdeo Inc.*, 2014 ONSC 2917 at para. 25).

[25] The following elements are required for the tort of civil fraud: a false representation by the defendant; some level of knowledge of the falsehood of the representation by the defendant (i.e., knowledge or recklessness); the false representation caused the plaintiff to act; and, the plaintiff's actions resulted in a loss: *Bruno Appliance and Furniture, Inc. v Hryniak*, 2014 SCC 8 at paras. 17-21.

[26] Applying the test to this case, I am satisfied that the *Mareva* injunction should be granted.

[27] At the outset I observe two obvious factors relevant here.

[28] First, the injunction is extremely limited in scope and applies only to the Yacht (and its engines which have distinct serial numbers and are separately registered although obviously affixed to the vessel itself) or to proceeds of sale therefrom. The order has no application to any other assets of the Respondents. It follows that issues that are in some circumstances relevant to the granting and scope of *Mareva* relief, such as access to funds for living and/or legal expenses, are not relevant here and were not argued as an issue by any party.

[29] Second, as noted, this injunction was brought on notice, and I heard submissions from counsel to the Respondents. The fact that notice was given is relevant to my analysis of the serious risk of the assets being removed from the jurisdiction and the balance of convenience.

[30] The purpose of a *Mareva* injunction is to freeze exigible assets when found within the jurisdiction of the Court. Such assets include personal property such as a vessel: *Total Traffic Services Inc. v. Kone*, 2020 ONSC 4402.

[31] The basis for *Mareva* relief will be more readily justified where the rights of the moving party are specifically related to a physical asset in question – in this case, the Yacht.

[32] The evidence relied upon by the OTE Group as to the underlying allegations of fraud are found in the two affidavits on which they rely (Affidavit of Scott Hill sworn March 12, 2023, principally at paras. 21-30, and Affidavit of Miles Hill also sworn March 12, 2023 at paras. 4-5).

[33] That evidence is to the effect that the Respondents transferred funds or permitted and authorized the transfer of funds from OTE accounts, inappropriately and without the right to do so, and used those funds to purchase the Yacht, in part through the alleged misuse of the signing authority of Page at OTE Logistics. The OTE Group received no benefit or consideration for these fund transfers. It appears the Respondents further fraudulently executed and forged signatures on documents to Essex, the party that provided financing for the Yacht.

[34] The Respondents filed no evidence on this motion, perhaps not surprisingly given that they had received only two days-notice. In submissions, counsel for the Respondents submitted not that the transfers of funds did not occur, but rather that they were not improper, or at least they did not constitute *prima facie* evidence of fraud, since they could be said to be distributions of profits to which the Respondents were entitled.

[35] I cannot accept the submission, however, in the complete absence of any evidence to corroborate the suggestion. The books and records of the OTE Group are incomplete and lacking. There is no evidence before me of resolutions, meeting minutes, correspondence or any documents demonstrating or even suggesting that these transfers were in fact, or were even intended to be, distributions of profit or income. There is also no evidence of any corresponding distributions, at the same time or in the same amount, to the other partners who presumably would have been entitled to the same distribution.

[36] Finally, there is no evidence that the partnership had, at the time of the impugned transfers, sufficient profits to fund such distributions in any event.

[37] Even if the Respondents were entitled to distributions of profit that the relevant time, it does not follow that they are somehow entitled to simply take funds and apply them for their own uses.

[38] In short, I am satisfied that the moving parties have established, with sufficient particulars, a strong *prima facie* case.

[39] I am also satisfied as to the requirement for jurisdiction. The individual Respondents are residents of Ontario and this Court has *in personam* jurisdiction over them. Moreover, the earlier requirement that a moving party establish that a respondent have assets in Ontario before *Mareva* relief could be granted (whether restricted to Ontario or beyond) no longer exists. Rather, this Court has discretionary jurisdiction to grant a *Mareva* junction where circumstances merit, even absent any evidence of assets in Ontario: *Associated Foreign Exchange Inc. et al v. MBM Trading*, 2020 ONSC 4188 at para. 54.

[40] As observed by the Divisional Court in *SFC Litigation Trust (Trustee of) v. Chan*, 137 O.R. (3d) 382, 2017 ONSC 1815:

> [26] I do not accept the appellant's assertion. I recognize that in *Chitel* the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.
>
> [27] However, a court's *in personam* jurisdiction over a defendant justifying the issuance of a *Mareva* injunction is not dependent, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.
>
> [28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory junction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".
>
> [29] A *Mareva* injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.
>
> [30] The availability of the equitable remedy of a *Mareva* injunction in England has evolved. This evolution was commented on by Sharpe J.A. in *Injunctions and Specific Performance*, looseleaf (Toronto: Canada Law Book, 2015), where he observed, at para. 2.910, the following:
>
>> The strict rule requiring assets in the jurisdiction has now been abandoned and, in special circumstances the English courts will grant *Mareva* Orders to restrain disposition of assets elsewhere. The basis upon which "world-wide" *Mareva* Orders are made is that the English courts assert "unlimited [page390] jurisdiction …*in personam* against any person, whether an individual or a corporation, who is, under English procedure, properly made a party to proceedings pending before the English court".

[31] Sharpe J.A. also observed that "orders of this kind have also been made by Canadian courts", referencing, amongst other cases, *Mooney v. Orr* [[1994] B.C.J. No. 2652, 100 B.C.L.R. (2d) 335 (S.C.)], a case considered by Weiler J.A. in in *R. v. Consolidated Fastfrate Transport Inc.* (1995), 24 O.R. (3d) 564, [1995] O.J. No. 1855 (C.A.), as set out below.

[32] The English evolution was described in the U.K. Court of Appeal decision in *Derby & Co. v. Weldon (No. 2)*, [1989] 2 W.L.R. 276, [1989] 1 All E.R. 1002 (C.A.), at para. 6, as follows:

> It seems to me that the time has come to state unequivocally that in an appropriate case the court has power to grant an interlocutory injunction even on a worldwide basis against any person who is properly before the court, so as to prevent that person by the transfer of his property frustrating a future judgment of the court. The jurisdiction to grant such injunctions is one which the court requires and it seems to me that it is consistent with the wide words of section 37(1) of the Act of 1981.

In matters of this kind it is essential that the court should adapt the guidelines for the exercise of a discretion to meet changing circumstances and new conditions provided always the court does not exceed the jurisdiction which is conferred on it by Parliament or by subordinate legislation.

It remains true of course that the jurisdiction must be exercised with care.

[33] The concept of a *Mareva* injunction being an evolving remedy was also commented on by Weiler J.A. in *Consolidated Fastfrate Transport Inc.*, at para. 142, as follows:

> The practice with respect to the granting of *Mareva* injunctions is still in the process of evolving. The early *Mareva* cases involving foreigners were simply concerned with the fact that the assets might be removed from England and that any judgment granted would be unenforceable. However, in *Barclay-Johnson v. Yuill*, [1980] 3 AII E.R. 190, [1980] 1 W.L.R. 1259 (Ch. D.) and *Prince Abdul Ralman bin Turki Al Sudairy v. Abu-Taha*, [1980] 3 AII E.R. 409 (C.A.), injunctions were granted against English nationals as opposed to foreigners. In *Derby & Co. Ltd. v. Weldon* [*(No. 1)* (1988), [1989] 1 All E.R. 469 (C.A.)] a *Mareva* injunction was granted on a worldwide basis on the condition that certain undertakings were given by the applicant which would protect the defendant from oppression and misuse of information and protect the position of third parties. Most recently, *Mooney v. Orr*, B.C.S.C., November 24, 1994 (unreported, Vancouver Registry No. C908539) [now reported 100 B.C.L.R. (2d) 335, [1995] 3 W.W.R. 116], Huddart J. granted a worldwide *Mareva* injunction against Mooney, who, prior to entering into business dealings with the Orrs, had so arranged his affairs as to protect any offshore property he might have from execution. Huddart J. cited the decision of the British Columbia Court of Appeal in *British Columbia (Attorney General) v. Wale* (1986), 9 B.C.L.R. (2d) 333 at p. 346, [1987] 2 W.W.R. 331 (C.A.), where McLachlin J.A. said: [page391]

> …the judge must not allow himself to become the prisoner of a formula. The fundamental question in each case is whether the granting of an injunction is just and equitable in all the circumstances of the case.

[34] These observations set out above were noted by Weiler J.A. in relation to her finding that in order to obtain a *Mareva* injunction it is unnecessary to incorporate a requirement that a dissipation or transfer of assets was pursued for an improper purpose.

[35] In relation to *Chitel,* Weiler J.A. made the following observation, at para. 147:

> In commenting as he did on the fourth guideline, I am of the opinion that MacKinnon A.C.J.O. was attempting to encapsulate the essence of the English authorities he had just reviewed and to give guidance as to when the requirements for granting a *Mareva* injunction would be met. I do not think that in recognizing the availability of the remedy in Ontario he meant to foresee and to foreclose all of the kinds of situations where a *Mareva* injunction could be granted.

[36] Therefore, I think it is clear that when an equitable remedy is sought the court ought to consider the guidelines set out in *Chitel*, but ultimately the court must consider what is just or convenient.

[37] Furthermore, I note also that, at para. 154, Weiler J.A. observed that "the threatened removal of assets outside of Canada is more likely to lead to the granting of a *Mareva* injunction because, generally, it is more difficult to enforce a judgment outside the jurisdiction". These are the very circumstances before the court.

[38] The usual case is that a party seeks a *Mareva* injunction to prevent assets from leaving the jurisdiction. However, *Mareva* injunctions have been granted on a worldwide basis with increasing frequency in our global economy. The purpose of the injunction in both circumstances is to ensure that a judgment can be enforced in the exceptional circumstances where the plaintiff, after making the required full and frank disclosure, establishes a strong *prima facie* case on the merits.

[41] In this case, the individual Respondents are, as noted, Ontario residents. The Yacht was originally owned by 256, the company owned or controlled by them. The evidence before me is to the effect that the exact whereabouts of the Yacht at the time of the hearing is unknown, although the evidence is clear that it was in Florida recently, and counsel for the Respondents admitted, as noted above, that it has recently left Florida and is apparently en route to the Bahamas.

[42] In the circumstances, I conclude that the Yacht is reasonably connected to this jurisdiction and the injunctive relief should be granted in respect of it.

[43] As noted above, while there is no clear evidence in the record before me as to when the Yacht left port in Florida as against when on Monday two days prior to the hearing, the Respondents received notice of this motion, all parties are in agreement that the Yacht did in fact leave port in Florida and was at the time of the hearing believed to be headed for the Bahamas.

That fact serves to heighten dramatically the concern and urgency of the moving parties and their fear that attempts are being made to place the asset beyond the reach of this Court.

[44] The Respondents submit that nothing can or should be taken from the fact that the Yacht has left port and specifically, no inference should be drawn as to any intent or effort to hide the asset.

[45] In my view, and as submitted by the OTE Group, the objective facts support my conclusion that there is a serious risk that the asset will be removed from the jurisdiction (in the sense of the jurisdiction and reach of this Court) and/or will be dissipated.

[46] The Yacht was, and apparently still is, listed for sale although it has been listed for sale in at least two locations (Palm Beach, Florida and Bimini, Bahamas. It has been delisted from Canadian registries. It has been renamed, and listed on the websites of the Boat Brokers as being for sale in Hollywood, Florida. Its GPS locator, whether intentionally disabled or simply malfunctioning, is not active, with the result that the exact location of the vessel cannot be determined.

[47] I am satisfied there is a risk of dissipation of assets. Different jurisdictions are, on the face of the evidence, involved. Proof of the risk of removal/dissipation may be inferred from the surrounding circumstances of the responding parties' misconduct. (See *Ontario Professional Fire Fighters Association v. Atkinson et al*, 2019 ONSC 3877 at para. 6-8, quoting with approval from *Sibley v. Ross*, 2011 ONSC 2951 at paras. 63, 64 and *Amphenol Canada Corp. v. Sunadrum*, 2019 ONSC 849).

[48] In my view, and notwithstanding the able submissions of counsel for the Respondents, I have little difficulty in concluding that there is a risk of removal or dissipation of the asset here and such is easily inferable from the circumstances.

[49] I similarly conclude that the moving parties have established irreparable harm for the purposes of this motion and if the Yacht cannot be located or attached, or if it is sold and proceeds cannot be traced, any judgment that may be made will likely be frustrated. The probability of irreparable harm increases as the probability of recovering damages decreases: *Christian-Philip v. Rajalingam*, 2020 ONSC 1925 at para. 33.

[50] In the same way, I am satisfied that the balance of convenience overwhelmingly favours the moving parties. The harm to them if the injunctive relief is not granted would likely be irreparable, but the harm to the Respondents if this relief is granted, on an interim and very limited basis, is minimal. The Yacht is for sale anyway. The injunctive relief is limited in scope to the Yacht (and the engines) and does not extend to other assets of the Respondent.

[51] Finally, pursuant to Rule 40.03, I am persuaded that the requirement for an undertaking, although provided by the moving parties here, should be dispensed with in the circumstances. The case put forward by the OTE Group is strong, and the OTE group is insolvent and in ongoing CCAA protection from its creditors. In my view, it is appropriate to dispense with the requirement for an undertaking as to damages where, as here, the case of the moving parties is strong and they are insolvent: *Sabourin & Sun Group of Cos. v. Laiken*, [2006] OJ No. 3847 at para. 16.

[52] While it is not determinative of the test as to whether the injunctive relief sought should be granted, I draw additional comfort from the Second Report of the Court-appointed Monitor dated March 13, 2023.

[53] The Monitor, independent of the parties and, as has often been described, the "eyes and ears of the Court", fully supports the relief requested by the OTE Group, for the benefit of stakeholders including creditors.

[54] The Monitor's own review of the evidence of the OTE Group supports the conclusion that the Yacht was purchased substantially using funds wired directly from the bank accounts of the OTE Group and further that 265 caused OTE Logistics to guarantee a chattel mortgage held by Essex, secured on the Yacht (para. 13).

[55] The third party entity from which the Yacht was purchased, Pride Marine Group, was one of the parties from whom the Monitor sought information and documentation pursuant to its investigatory powers granted by this Court. In response to that request, Pride provided a copy of the purchase contract for the Yacht, signed by Page, together with a breakdown of the payments for the Yacht as well as Pride bank statements showing funds received by Pride from accounts belonging to both OTE Group and 265 during the period from September 22, 2022 August 12, 2021. The Monitor concludes at paragraph 15 that the purchase price of the Yacht was substantially funded by the OTE Group with wire transfers totaling USD $3,218,500.

[56] I observe that as reported by the Monitor, it is the intention of the OTE Group to seek to appoint the Monitor as foreign representative to seek recognition of these proceedings outside Canada and particularly to commence Chapter 15 Proceedings in the United States to recognize and enforce orders made by this Court. The Monitor observes that the Yacht, or proceeds of sale with respect thereto, may be a significant source of recovery for the OTE Group and its Creditors.

[57] The scope of the injunctive relief sought has been described above. The moving parties have provided a draft order, blacklined as against the Model Order of the Commercial List. The relief, though narrow in scope, is consistent with the nature and scope of relief granted by this Court in circumstances such as I have found are present here.

[58] The draft order contains the usual comeback clause, such that any party may return to this Court to vary or rescind the order on notice at any time.

[59] For all of the above reasons, I granted the order at the conclusion of the hearing of this motion, and directed the Respondents to, in turn, direct and facilitate the return of the Yacht to Florida forthwith.

[60] As to a return date of this motion before me, I offered to the parties alternative dates well within 10 days of the date of the order I have made. Due to personal and professional commitments of counsel, and the collective desire between and among them to have ongoing discussions with a view to having all or part of this matter possibly proceed on consent, they requested that they be given an opportunity to caucus amongst themselves and agree on the next return date. I agreed.

[61] Subsequent to the hearing of the motion and the granting of the order, the Commercial List Office advised me that the parties have scheduled a hearing before me on Tuesday, March 28.

Osborne J.

Date: March 21, 2023

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: **CV-23-00693758-00CL** **DATE:** **March 28, 2023**

NO. ON LIST: **1**

TITLE OF PROCEEDING: ***ORIGINAL TRADERS ENERGY LTD et al***

BEFORE: **MR JUSTICE OSBORNE**

PARTICIPANT INFORMATION

For Applicant:

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny	OTE Group	647-426-2306 / tdolny@airdberlis.com
Samantha Hans	OTE Group	416-837-3260 / shans@airdberlis.com

For Respondent:

Name of Person Appearing	Name of Party	Contact Info
Fredrick Schumann	2658658 Ontario Inc. & Glenn Page	416-593-2490 / Fredricks@stockwoods.ca
Dan Goudge	2658658 Ontario Inc. & Glenn Page	416-593-2497 / dang@stockwoods.ca

Others in Attendance:

Name of Person Appearing	Name of Party	Contact Info
Adam Mortimer	Ministry of Finance	416-559-0216 / adam.mortimer@ontario.ca
Steven Groeneveld	Ministry of Finance	905-431-8380 / s.groeneveld@ontario.ca
Natai Shelsen	Mandy Cox	416-979-4384 / nshelsen@goldblattpartners.com
Raj Sahni	Counsel for the Monitor KPMG Inc.	416-777-4804 / sahnir@bennettjones.com
Chris Gard	KPMG Inc. (Monitor)	416-777-8214 / cgard@kpmg.ca
Duncan Lau	KPMG Inc. (Monitor)	416-476-2184 / duncanlau@kpmg.ca
Paul Van Eyk	KPMG Inc. (Monitor)	647-622-6586 / pvaneyk@kpmg.ca
Edward Park	Canada Revenue Agency	647-292-9368 / Edward.park@justice.gc.ca

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ENDORSEMENT OF JUSTICE OSBORNE:

[1] The parties attended today for the return of *Mareva* relief I granted by order dated March 15, 2023. Today's date was scheduled on the consent of all counsel to accommodate personal and other commitments.

[2] Defined terms in this Endorsement have the meaning given to them in my Endorsement of March 22 by which I gave reasons for my March 15 order.

[3] There were two main issues before me today: a request for additional information relating to the Yacht, and the setting of a schedule for the return of this motion.

[4] Counsel for the Respondents confirmed that, subsequent to my March 15 order, the Yacht returned from the Bahamas to Florida where it is today. It is, however, moored at a temporary slip and the Respondents propose to move it to the marina located at Hollywood, Florida from which it departed a few days prior to the March 15 motion. Before it is moved, however, the OTE Group and the Monitor want certain information.

[5] Counsel for the Respondents will provide to counsel for the OTE Group and the Monitor as soon as possible but in any event within 48 hours the name and contact information for the Captain of the Yacht and a copy of the insurance policy on the Yacht. The GPS locator system onboard the Yacht is not functioning. It is unclear when it will be repaired. If it cannot be repaired immediately, the Respondents will obtain a portable GPS locator unit, and undertake that it will remain on board the Yacht and operational so that its location can be tracked at any time and continuously.

[6] Once that information has been provided, the Yacht will be moved to the marina at Hollywood, Florida and will remain there unmoved until further order of this Court.

[7] The parties will advise me via email from the Court-appointed Monitor no later than 4:30 PM on Friday, March 30, whether the above noted information and GPS operational capability has been provided and confirmed. If it has not been, the parties may if necessary schedule a brief attendance before me to discuss the timing of next steps. Counsel for the Respondents has undertaken to provide the material and information as soon as possible and all parties are in agreement that the Yacht will not be moved until it is provided.

[8] The parties wish collectively to agree among themselves on a schedule for the exchange of materials and the return date for this motion, which is agreeable to me. They will agree upon a schedule and the Monitor will provide that to me as soon as possible, preferably with two alternative hearing return dates for the motion. I will then schedule the return of the motion and advise the parties via email to the Monitor, or if that cannot be done, I will schedule a brief case conference.

[9] For greater certainty, my earlier order remains in effect pending the return of the motion and any further order of this Court.

Justice Osborne

This is Exhibit "D" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE OSBORNE	)	DAY OF APRIL, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

ORDER

THIS MOTION, made by the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively with the Applicants, the "**OTE Group**") for an order authorizing and directing AirSprint Inc. ("**AirSprint**") to provide certain information to KPMG Inc., in its capacity as the monitor (in such capacity, the "**Monitor**") in these proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**") and counsel to the Monitor, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Motion Record of the OTE Group, the third report of the Monitor (the "**Third Report**"), and on hearing the submissions of counsel for the OTE Group, counsel for the Monitor, and those other parties listed on the counsel slip, no one else appearing although duly served as it appears from the affidavit of service of Samantha Hans dated April 20, 2023,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record of the OTE Group and the Third Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the Third Report.

PRODUCTION OF INFORMATION

3. **THIS COURT ORDERS** that AirSprint is hereby authorized and directed to provide the Monitor and its counsel with the information requested by the Monitor or its counsel in connection with the amended and restated initial order issued by this Court on February 9, 2023 (the "**Amended and Restated Initial Order**") and any other Order of this Court, related to: (a) the OTE Group, (b) any of the OTE Group's directors or officers (together with the OTE Group, the "**OTE Group Affiliates**"), or (c) any third party owned, controlled by, or otherwise related to the OTE Group Affiliates, including for avoidance of doubt the information requested by the Monitor by letter to AirSprint on February 23, 2023 (the "**Information**"), but excluding information subject to legal privilege, including solicitor-client privilege and litigation privilege.

4. **THIS COURT ORDERS** that AirSprint is authorized to provide the Monitor and its counsel with the Information notwithstanding that the Information may include "personal information" as defined in the *Personal Information Protection and Electronic Documents Act,* S.C. 2000, c. 5, as amended (the "**Personal Information Protection Act**") and that in accordance with section 7(3) of the Personal Information Protection Act and any similar legislation in any other applicable jurisdictions, this Order shall be sufficient to authorize the provision of the Information by AirSprint to the Monitor and its counsel.

5. **THIS COURT ORDERS** that AirSprint shall not disclose what Information has been provided to the Monitor and its counsel to any other person, in each case unless such disclosure is required by law or otherwise ordered by the Court.

6. **THIS COURT ORDERS** that the Monitor and its counsel shall maintain and protect the privacy and confidentiality of the Information, and shall only use the Information in connection with the performance of the Monitor's roles and duties pursuant to the to the CCAA, the Amended and Restated Initial Order, and any other Order of this Court.

7. **THIS COURT ORDERS** that the Monitor and its counsel are authorized to share the Information with the OTE Group and its counsel, as well as Glenn Page, 2658658 Ontario Inc., Mandy Cox, Kellie Hodgins and their respective counsel (together, the "**Additional Recipients**") notwithstanding that the Information may include "personal information" as defined in the Personal Information Protection Act and that in accordance with section 7(3) of the Personal Information Protection Act and any similar legislation in any other applicable jurisdictions, this Order shall be sufficient to authorize the provision of the Information by the Monitor and its counsel to the Additional Recipients, provided however that (i) the Monitor and the Additional Recipients shall comply with applicable privacy laws with respect to personal information received hereunder, and (ii) in the event that the Information provided to the Monitor is identified by AirSprint as being commercially sensitive and confidential in relation to AirSprint, the Information shall not be shared with the Additional Recipients or any other person unless otherwise ordered by the Court.

8. **THIS COURT ORDERS** that the Additional Recipients to whom Information is disclosed shall maintain and protect the privacy and confidentiality of the Information and shall not use such Information for any purpose unrelated to the CCAA Proceedings.

9. **THIS COURT ORDERS** that, without limiting any powers of the Monitor pursuant to the CCAA, the Amended and Restated Initial Order or any other order of this Court the Monitor and the Additional Recipients shall be permitted to use the Information obtained pursuant to this Order for the purpose of investigating the business and affairs of the OTE Group and pursuing legal proceedings to recover any Property (as defined in the Amended and Restated Initial Order) or seek recourse in respect of any reviewable transactions, payments or preferences, for the general benefit of the OTE Group and its creditors. Both the OTE Group and the Monitor shall be permitted to apply to this Court for such further relief as may be appropriate including, without limitation, such further orders that are required to trace, freeze, and recover any Property of the OTE Group or any Property purchased with funds of the OTE Group.

10. **THIS COURT ORDERS** that, in connection with its duties, the Monitor and its counsel and the Additional Recipients may provide the Information to the Court provided that any

Information deemed to be confidential by the Monitor or the Additional Recipients shall be provided to the Court confidentially with a request for a sealing order.

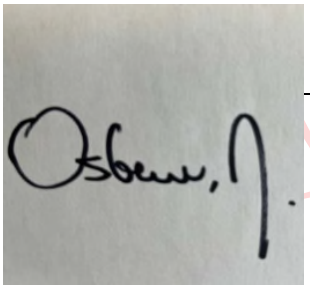
11. **THIS COURT ORDERS** that the Monitor, the OTE Group, and AirSprint shall have no liability with respect to any losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of carrying out the provisions of this Order, except to the extent such losses, claims, damages or liability results from the gross negligence or wilful misconduct of the Monitor and/or the OTE Group and/or AirSprint, as applicable, and as determined by this Court. Nothing in this Order shall derogate from the protections afforded to the Monitor under the Amended and Restated Initial Order.

12. **THIS COURT ORDERS** that nothing in this Order shall prejudice the ability of the Monitor to continue to compel the production of Requested Information (as defined in the Amended and Restated Initial Order) from any party, or to continue to request any information necessary to carry out the Monitor's duties pursuant to the CCAA, the Amended and Restated Initial Order, or any other Order of this Court.

GENERAL

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

14. **THIS COURT ORDERS** that this Order is effective as of 12:01am EST on the date of this Order without the need for entry or filing.



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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

INFORMATION ORDER

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Barristers and Solicitors
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Lawyers for the OTE Group

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE OSBORNE	)	DAY OF APRIL, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

CLAIMS PROCEDURE ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order (the "**Claims Procedure Order**"), inter alia, establishing a claims procedure for the identification and quantification of certain claims against (i) the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**") and (ii) the current and former directors and officers of the OTE Group, was heard this day by videoconference at Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Third Report of KPMG Inc. (the "**Third Report**"), in its capacity as Court-appointed monitor of the OTE Group (the "**Monitor**"), and on hearing the submissions of respective counsel for the OTE Group, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn April 20, 2023, filed.

SERVICE

1. **THIS COURT ORDERS** that the time and method for service of the Notice of Motion, the Motion Record, and the Third Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service or notice thereof.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

(a) "**Assessments**" means any rights or claims of His Majesty the King in Right of Canada or of any province or territory or municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any existing or future notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority (including, for the avoidance of doubt, from any taxation authority in the United States), including without limitation in respect of any income taxes, sales taxes, excise taxes, harmonized sales taxes, goods and services taxes, and fuel taxes, and any Claims for interest or penalties in connection therewith;

(b) "**Bar Date**" means the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable pursuant to the terms of this Order;

(c) "**Business Day**" means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(d) "**Books and Records**" means, collectively,

(i) the books and records provided to the Monitor by the OTE Group and/or any of their respective principals, agents or counsel;

(ii) information obtained by the Monitor pursuant to its information requests, including pursuant to its powers under the Initial Order and any other Order of this Court; and

(iii) any and all instruments registered on title to or in respect of the Property (as defined in the Initial Order) on or prior to the Filing Date;

(e) "**CCAA Proceedings**" means the CCAA proceedings commenced by the Applicants in the Court under Court File No. CV-23-00693758-00CL;

(f) "**Characterization**" means, for the purposes of this Order, solely whether the Claim is a secured or unsecured Claim, Pre-Filing Claim, Restructuring Period Claim or D&O Claim;

(g) "**Claim**" means:

(i) any right or claim of any Person against any of the OTE Group, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such member of the OTE Group in existence

on the Filing Date, including any interest thereon or costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or claim with respect to any Assessment, or by reason of any equity interest, or by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty), or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the OTE Group with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which right or claim, including in connection with indebtedness, liability or obligation, is based in whole or in part on facts that existed prior to the Filing Date, or any other right or claim of any kind that would have been a claim provable in bankruptcy had any of the OTE Group become bankrupt on the Filing Date, including for greater certainty any claim against any of the OTE Group for indemnification by any Director or Officer in respect of a Pre-Filing D&O Claim (but excluding any such claim

by a Director or Officer of any OTE Group entity for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)), in each case, where such monies remain unpaid as of the date hereof (each, a "**Pre-Filing Claim**", and collectively, the "**Pre-Filing Claims**");

(ii) any right or claim of any Person against any of the OTE Group in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such member of the OTE Group to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by such member of the OTE Group on or after the Filing Date of any contract, lease or other agreement or arrangement, whether written or oral (each, a "**Restructuring Period Claim**", and collectively, the "**Restructuring Period Claims**");

(iii) any right or claim of any Person against one or more of the Directors and/or Officers arising based in whole or in part on facts that existed prior to the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any

Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a "**Pre-Filing D&O Claim**", and collectively, the "**Pre-Filing D&O Claims**"); and

(iv) any right or claim of any Person against one or more of the Directors and/or Officers arising after the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a "**Restructuring Period D&O Claim**", collectively, the "**Restructuring Period D&O Claims**");

provided, however, that in any case "**Claim**" shall not include an Excluded Claim, but for greater certainty, shall include any Claim of any insurer under a director and officer insurance policy arising through subrogation against member of the OTE Group or any Director or Officer;

(h) "**Claimant**" means (a) a Person, including without limitation a Known Claimant asserting a Pre-Filing Claim or a Restructuring Period Claim against any of the OTE Group, or (b) a Person, including without limitation a Known Claimant asserting a D&O Claim against any of the Directors or Officers;

(i) "**Claims Bar Date**" means 5:00 PM (Eastern Time) on June 27, 2023, or such later date as may be ordered by this Honourable Court;

(j) "**Claims Officer**" means the individual(s) designated by the Court pursuant to paragraph 34 of this Order;

(k) "**Claims Package**" means the document package to be disseminated by the Monitor in accordance with the terms of this Order, which shall consist of a Proof of Claim form, a Proof of Claim Instruction Letter, a D&O Proof of Claim form, a D&O Claim Instruction Letter, and such other materials as the OTE Group, in consultation with the Monitor, may consider appropriate;

(l) "**Claims Procedure**" means the procedures outlined in this Order, including the Schedules hereto, in connection with the assertion of Claims against the OTE Group and/or the Directors and Officers, or any of them, as amended or supplemented by further order of the Court;

(m) "**Court**" or this "**Honourable Court**" means the Ontario Superior Court of Justice (Commercial List);

(n) "**D&O Claim**" means any Pre-Filing D&O Claim or Restructuring Period D&O Claim, and "**D&O Claims**" means, collectively, the Pre-Filing D&O Claims and the Restructuring Period D&O Claims;

(o) "**D&O Claim Instruction Letter**" means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as Schedule "D" hereto;

(p) "**D&O Proof of Claim**" means the proof of claim to be filed by Claimants in connection with any D&O Claim, substantially in the form attached as Schedule "E" hereto, which shall include all available supporting documentation in respect of such D&O Claim;

(q) "**Directors**" means all current or former directors (or their estates) of any of the OTE Group, in such capacity, or any who may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any member of the OTE Group, and "**Director**" means any one of them;

(r) "**Employee**" means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a current or former employee of any of the OTE Group whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence;

(s) "**Excluded Claim**" means any:

(i) Claim that may be asserted by any beneficiary of the Administration Charge, the Directors' Charge and the RBC Security, (as such terms are defined in the Initial Order), and any further Court-ordered charges in these CCAA proceedings;

(ii) Intercompany Claim; and

(iii) Claim that may be asserted by any of the OTE Group entities or by the Monitor, including, without limitation, pursuant to section 36.1 of the CCAA and sections 95 and 96 of the *Bankruptcy and Insolvency Act,* against any Directors and/or Officers;

(t) "**Filing Date**" means January 30, 2023;

(u) "**Initial Order**" means the order of the Honourable Justice Osborne dated January 30, 2023 issued pursuant to the CCAA, as amended by the order of the Honourable Justice Osborne dated February 9, 2023, and as further amended, restated or varied from time to time;

(v) "**Instruction Letter**" means a letter to Claimants regarding the Claims Procedure containing instructions regarding the completion and return of a Proof of Claim, substantially in the form attached at **Schedule "B"** herein;

(w) "**Intercompany Claim**" means any Claim that may be asserted against any of the OTE Group by or on behalf of any of the OTE Group or any of their affiliated

companies or partnerships. For greater certainty, an Intercompany Claim shall not include any Claim of a current or former shareholder, partner or limited partner of any OTE Group entity against such OTE Group entity;

(x) "**Known Claimants**" means:

(i) those Claimants which the Books and Records disclose were owed monies as Claimants by one or more of the OTE Group as of the Filing Date and which monies remain unpaid in whole or in part; and

(ii) any Person which commenced a legal proceeding against any of the OTE Group, including the Directors or Officers, which legal proceeding was commenced and served upon such member of the OTE Group or such Director or Officer prior to the Filing Date and is known to the Monitor as of the date of the Claims Procedure Order;

(y) "**Meeting**" means any meeting of the creditors of the OTE Group, or of any one or more of them, called for the purpose of considering and voting in respect of a Plan;

(z) "**Monitor's Website**" means the case website established by the Monitor with the following URL: http://home.kpmg/ca/OTEGroup;

(aa) "**Notice of Dispute of Revision or Disallowance**" means the notice, substantially in the form attached as Schedule "G" hereto, which may be delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance received by such Claimant;

(bb) "**Notice of Revision or Disallowance**" means the notice, substantially in the form attached as Schedule "F" hereto, which may be prepared by the OTE Group, in consultation with the Monitor, and delivered by the Monitor to a Claimant revising or disallowing, in part or in whole, a Claim submitted by such Claimant in a Proof of Claim or D&O Proof of Claim;

(cc) "**Notice to Claimants**" means the notice for publication by the Monitor as described in paragraph 12(d) herein, substantially in the form attached as Schedule "A" hereto;

(dd) "**Officers**" means all current and former officers (or their estates) of any of the OTE Group, in such capacity, or anyone who may be deemed to be or have been, whether by statute, operation or law or otherwise, an officer or *de facto* officer of any of the OTE Group, and "**Officer**" means any of them;

(ee) "**Order**" means this Claims Procedure Order;

(ff) "**Person**" means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), joint venture, unincorporated organization, governmental unit, body or agency or any instrumentality thereof, Canadian or non-Canadian regulatory body or agency or any instrumentality thereof, or any other entity;

(gg) "**Plan**" means any proposed plan of compromise, arrangement or reorganization that may be filed in respect of any or all of the OTE Group pursuant to the CCAA

as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;

(hh) "**Proof of Claim**" means the proof of claim to be submitted or delivered to the Monitor by a Claimant in respect of any Pre-Filing Claim and/or Restructuring Period Claim, substantially in the form attached as Schedule "C" hereto, which shall include all available supporting documentation in respect of such Claim;

(ii) "**Proof of Claim Instruction Letter**" means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule "B" hereto;

(jj) "**Restructuring Period Claims Bar Date**" means, in respect of a Restructuring Period Claim or Restructuring Period D&O Claim, the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Eastern Time) on the day which is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim or a Restructuring Period D&O Claim to a Claimant;

3. **THIS COURT ORDERS** that, except where otherwise specified herein, all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

5. **THIS COURT ORDERS** that all Claims filed shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date, which for the United States dollar is USD$1:CAD$1.3356.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the OTE Group and the Monitor of Proofs of Claims and D&O Proofs of Claims, and the filing by any Claimant of any Proof of Claim and D&O Proof of Claim shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the nature, quantum and priority of its Claims or standing in the CCAA Proceedings or rights under a Plan, except as specifically set out in this Order.

7. **THIS COURT ORDERS** that the Monitor, in consultation with the OTE Group, and if applicable, the applicable Directors and Officers in respect of any D&O Claims, is hereby authorized to use reasonable discretion to determine the adequacy of compliance with respect to the manner in which any forms submitted or delivered hereunder are completed and executed, and the time in which they are submitted, and may, where the Monitor, in consultation with the OTE Group and, if applicable, the applicable Directors and Officers in respect of any D&O Claims, is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms

and to request any further documentation from a Claimant that the Monitor, the OTE Group and the applicable Directors and Officers in respect of any D&O Claims, may require.

8. **THIS COURT ORDERS** that amounts claimed in Assessments shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment.

MONITOR'S ROLE

9. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, shall assist the OTE Group in the administration of the Claims Procedure provided for herein, including the determination and resolution of Claims, if applicable, and is hereby authorized, directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

10. **THIS COURT ORDERS** that the Monitor: (i) shall have all of the protections afforded to it by the CCAA, this Order, the Initial Order, any other orders of the Court in the CCAA Proceedings, and other applicable law, or as an officer of the Court, in connection with its activities in respect of this Order, including the stay of proceedings in its favour pursuant to the Initial Order; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the OTE Group and any information provided by any of the OTE Group, all without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to

this Order from the OTE Group or any of their affiliated companies, partnerships, or other corporate entities, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Procedure.

11. **THIS COURT ORDERS** that the OTE Group, the Directors, the Officers and their respective employees, agents and representatives and any other Person given notice of this Order shall fully cooperate with and assist the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Order.

NOTICE TO CLAIMANTS

12. **THIS COURT ORDERS** that:

(a) The OTE Group shall, no later than five (5) Business Days following the granting of this Order, provide to the Monitor a complete list of Known Claimants which the Books and Records disclose were owed monies as Claimants by one or more of the OTE Group as of the Filing Date and which monies remain unpaid in whole or in part, and/or confirm to the Monitor that the Monitor is already in possession of such list;

(b) The Monitor shall post a copy of this Order and the Claims Package on the Monitor's Website as soon as practicable after the date of this Order but no later than five (5) Business Days following the granting of this Order;

(c) The Monitor shall, as soon as practicable, but no later than ten (10) Business Days following the granting of this Order, send to each of the Known Claimants, as evidenced by the Books and Records of the OTE Group, at their last known

municipal or e-mail address as recorded in the OTE Group's Books and Records a copy of the Claims Package;

(d) The Monitor shall cause to be published for at least two (2) Business Days in consecutive weeks the Notice to Claimants in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Order, with the first such notice to be published no later than seven (7) Business Days following the granting of this Order; and

(e) The Monitor shall, provided such request is received prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefor a copy of the Claims Package to any Person claiming to be a Claimant and requesting such material in writing.

13. **THIS COURT ORDERS** that any notices of disclaimer or resiliation delivered after the date of this Order to potential Claimants in connection with any action taken by the OTE Group or the Monitor to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, shall be accompanied by a Claims Package.

14. **THIS COURT ORDERS** that the form and substance of the Claims Procedure, this Order and all Schedules, substantially in the forms attached as schedules hereto, are hereby approved. Notwithstanding the foregoing, the OTE Group, in consultation with the Monitor, may, from time to time, make non-substantive changes to the forms as they may consider necessary or desirable.

15. **THIS COURT ORDERS** that the sending of the Claims Package either electronically or physically to the applicable Persons as described above, the publication of the Notice to Claimants, each in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order. All Persons (including Claimants) are bound by the timelines set out in this Order and any notices published in accordance with the terms of this Order, regardless of whether or not they received actual notice, such that it is the sole obligation of any Person asserting a Claim to file such Claim with the Monitor in accordance with the terms of this Order and the applicable Bar Date set out in this Order.

16. **THIS COURT ORDERS** that the Monitor shall be entitled to rely on the accuracy and completeness of the information obtained from the Books and Records of the OTE Group regarding the Known Claimants. For greater certainty, the Monitor shall have no liability in respect of the information provided to it or otherwise obtained by it regarding the Known Claimants and shall not be required to conduct any independent inquiry and investigation with respect to that information.

CLAIMS PROCEDURE

(A) Pre-Filing Claims and Pre-Filing D&O Claims

17. **THIS COURT ORDERS** that any Claimant that intends to assert a Pre-Filing Claim or a Pre-Filing D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor so that it is actually received by the Monitor on or before the Claims Bar Date. Proofs of Claim and D&O Proofs of Claim may be submitted to the Monitor in accordance with the

provisions of this Order. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed with the Monitor by every Claimant in respect of every Pre-Filing Claim and every Pre-Filing D&O Claim, regardless of whether or not a legal proceeding in respect of such Pre-Filing Claim or Pre-Filing D&O Claim has been previously commenced.

18. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date, or such later date as the Monitor, in consultation with the OTE Group, may agree in writing or the Court may otherwise direct:

(a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s) against the OTE Group, the OTE Group shall not have any liability whatsoever in respect of any such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s), and all such Pre-Filing Claims or Pre-Filing D&O Claims shall be forever extinguished without any further act or notification by the OTE Group or the Monitor;

(b) will not be permitted to vote at any Meeting on account of such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s);

(c) will not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or these CCAA proceedings with respect to such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s); and

(d) will not be permitted to participate in any distribution under any Plan or otherwise on account of such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s).

(B) Restructuring Period Claims

19. **THIS COURT ORDERS** that, upon becoming aware of a circumstance giving rise to a potential Restructuring Period Claim or Restructuring Period D&O Claim, the Monitor, in consultation with the OTE Group, shall send a Claims Package, as appropriate, to the Claimant in respect of such potential Restructuring Period Claim or Restructuring Period D&O Claim in the manner provided for herein.

20. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or a Restructuring Period D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor so that it is actually received by the Monitor on or before the Restructuring Period Claims Bar Date. Proofs of Claim and D&O Proofs of Claim may be submitted to the Monitor in accordance with the provisions of this Order hereto. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed with the Monitor by every Claimant in respect of every Restructuring Period Claim and every Restructuring Period D&O Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or Restructuring Period D&O Claim has been previously commenced.

21. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or Restructuring Period D&O Claim, that does not file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor, in consultation with the OTE Group, may agree in writing or the Court may otherwise direct:

(a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s), the OTE Group shall not have any liability whatsoever in respect of any such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s), and all such Restructuring Period Claims or Restructuring Period D&O Claims shall be forever extinguished without any further act or notification by the OTE Group or the Monitor;

(b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s);

(c) will not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or these CCAA Proceedings with respect to such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s); and

(d) will not be permitted to participate in any distribution under any Plan or otherwise on account of such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s).

(C) Adjudication and Resolution of Claims

22. **THIS COURT ORDERS** that the Monitor, in consultation with the OTE Group, shall review and record all Proofs of Claim and D&O Proofs of Claim that are received on or before the applicable Bar Date.

23. **THIS COURT ORDERS** that the Monitor shall make reasonable efforts to promptly deliver a copy of any D&O Proofs of Claim, Notices of Revision or Disallowance with respect to any D&O Claim, and Notices of Dispute of Revision or Disallowance with respect to any D&O Claim, to the applicable Directors and Officers named therein.

24. **THIS COURT ORDERS** that, (i) the Monitor, in consultation with and on behalf of the OTE Group, shall accept, revise or reject each Claim set out in each Proof of Claim, and (ii) with respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor, in consultation with and on behalf of the OTE Group and the applicable Directors and Officers named in respect of such D&O Claim, shall accept, revise or reject such D&O Claim, provided that the Monitor shall not accept or revise any portion of a D&O Claim absent consent of the applicable Director(s) and Officer(s) or further Order of the Court.

25. **THIS COURT ORDERS** that, if the Monitor, in consultation with the OTE Group, agrees with the amount and Characterization of the Claim as set out in any Proof of Claim or D&O Proof of Claim filed in accordance with the provisions of this Order and intend to accept the Claim, the Monitor shall notify such Claimant of the acceptance of its Claim by the OTE Group.

26. **THIS COURT ORDERS** that, if the Monitor, in consultation with the OTE Group, disagrees with the amount or Characterization of the Claim as set out in any Proof of Claim or D&O Proof of Claim filed in accordance with the provisions of this Order, the Monitor shall, in consultation with the OTE Group and any applicable Directors or Officers, attempt to resolve such dispute and settle the purported Claim with the Claimant for voting and/or distribution purposes.

27. **THIS COURT ORDERS** that, subject to and in accordance with paragraph 22, if the OTE Group and the Monitor intend to revise or reject a Claim that has been filed with the Monitor, the

Monitor shall notify the applicable Claimant that its Claim has been revised or rejected for voting and/or distribution purposes, and the reasons therefor, by sending a Notice of Revision or Disallowance. The Monitor, in consultation with the OTE Group, may allow a Claim for voting purposes and may revise or disallow the Claim for distribution purposes provided it does so in the Notice of Revision or Disallowance.

28. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance received from the Monitor shall deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for its dispute, to the Monitor such that it is received by the Monitor by no later than thirty (30) days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the OTE Group, in writing.

29. **THIS COURT ORDERS** that, where a Claimant who receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 28 above, then such Claimant's Claim shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of the Claimant's rights to dispute the Claim as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Claim other than as determined in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

30. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute of Revision or Disallowance in respect of a Claim, the Monitor, the OTE Group and any applicable Directors or Officers, shall attempt to resolve such dispute and settle the purported Claim with the Claimant, and in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not

settled within a time period or in a manner satisfactory to the Monitor, in consultation with the OTE Group and any applicable Directors or Officers, the Monitor shall, at its election, refer the dispute raised in the Notice of Dispute of Revision or Disallowance to the Court or a Claims Officer appointed by the Court for adjudication, and the Monitor shall send written notice of such referral to the Claimant.

31. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the Monitor, in consultation with the OTE Group and any applicable Directors or Officers, may, at its election, refer any Claim to the Court or a Claims Officer appointed by the Court for adjudication at any time, and the Monitor shall send written notice of such referral to the applicable parties.

32. **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

33. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of the Plan and, for greater certainty, the treatment of Claims, or any other claims and classification of Claimants for voting and distribution purposes, shall be subject to the terms of a Plan or further Order of this Court.

CLAIMS OFFICER

34. **THIS COURT ORDERS** that one or more Persons may be appointed by the Court from time to time on a motion by the OTE Group or the Monitor as the Claims Officer for the Claims Procedure.

35. **THIS COURT ORDERS** that the decision as to whether a disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the discretion of the OTE Group, in consultation with the Monitor.

36. **THIS COURT ORDERS** that, where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine the classification, validity and/or amount of such disputed Claim in accordance with this Order and, to the extent necessary, may determine whether any Claim or part thereof constitutes an Excluded Claim, and shall provide written reasons. Where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including any participation rights for any stakeholder and the manner in which any evidence may be adduced. The Claims Officer shall have the discretion to mediate any dispute that is referred to such Claims Officer at its election. The Claims Officer shall also have the discretion to determine by whom and to what extent the costs of any hearing or mediation before a Claims Officer shall be paid.

37. **THIS COURT ORDERS** that the Monitor, the Claimant, the OTE Group and/or, in respect of any D&O Claim, the applicable Directors and Officers, or any other stakeholder (if applicable) may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the amount and Characterization of a Claimant's Claim or any other matter

determined by the Claims Officer, appeal such determination to the Court by filing a notice of appeal, and the appeal shall, subject to the availability of the Court, be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

38. **THIS COURT ORDERS** that, if no party appeals any determination of any Claims Officer within the time set out in paragraph 37 above, the decision of the Claims Officer in determining the amount and Characterization of the Claimant's Claim or any other matter determined by the Claims Officer in accordance with paragraph 37 shall be final and binding upon the applicable OTE Group, the applicable Directors and Officers in respect of any D&O Claim, the Monitor, the Claimant and any other applicable stakeholder and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

NOTICE TO TRANSFEREES

39. **THIS COURT ORDERS** that, subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns its Claim to another Person, neither the Monitor nor any of the OTE Group shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim, and the OTE Group and the Monitor shall thereafter only be required to deal with such transferee or assignee and not the original Claimant. Any such transferee or assignee of such Claim shall be bound by any notices given or steps taken or not taken in respect of such Claim in accordance with this Order prior to receipt by the Monitor and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim

takes the Claim subject to any rights of set-off to which the OTE Group and/or the applicable Directors and Officers may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim shall not be entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the OTE Group or the applicable Directors and Officers.

SERVICE AND NOTICE

40. **THIS COURT ORDERS** that the OTE Group and the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the appropriate Claimants or any other interested Persons by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, shown on the Books and Records of the OTE Group or, where applicable, as set out in such Claimant's Proof of Claim or D&O Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) or within the United States (other than within California), as applicable, and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

41. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor or the OTE Group under this Order shall, unless otherwise specified in this Order, be in writing in substantially the form, if any, provided for in this Order

and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to:

If to the Monitor:

KPMG Inc.
Bay Adelaide Centre, 333 Bay St. #4600
Toronto, ON M5H 2S5

Attention: Chris Gard and Broderick Lomax
Email: cgard@kpmg.ca; blomax@kpmg.ca; and OTEGroup@kpmg.ca

With a copy to Bennett Jones LLP
100 King Street West, Suite 3400
Toronto, ON M5X 1A4
Attention: Raj Sahni, Danish Afroz and Thomas Gray
Email: sahnir@bennettjones.com, afrozd@bennettjones.com and grayt@bennettjones.com

If to the OTE Group:

Aird & Berlis LLP
Brookfield Place, 181 Bay St. #1800
Toronto, ON M5J 2T9

Attention: Steven Graff, Tamie Dolny and Samantha Hans
Email: sgraff@airdberlis.com, tdolny@airdberlis.com and shans@airdberlis.com

Any such notice or communication delivered by a Claimant shall be deemed received if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email, upon actual receipt thereof before 5:00 p.m. on a Business Day, or if delivered outside of normal business hours, the next Business Day. For greater certainty, a copy of any correspondence delivered by the Claimant to the OTE Group must also has to delivered to the Monitor.

42. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not be effective, and all notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile

transmission or email in accordance with this Order, in each case unless otherwise determined by the Monitor, in its reasonable discretion and in consultation with the OTE Group.

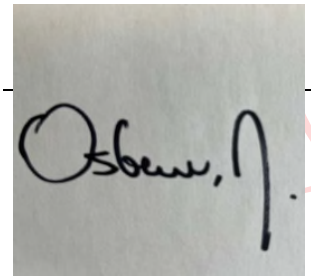
MISCELLANEOUS

43. **THIS COURT ORDERS** that the OTE Group or the Monitor may from time to time apply to this Court to extend the time for any action which the OTE Group or the Monitor are required to take if reasonably required to carry out their respective duties and obligations pursuant to this Order and for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

44. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the OTE Group's insurance or any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any OTE Group; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, where and if available, the OTE Group' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against a OTE Group or Director or Officer, as applicable.

45. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body or agency having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the Southern District of Florida, or in any other foreign jurisdiction, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents, in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

46. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.



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SCHEDULE "A"

NOTICE TO CLAIMANTS OF ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP

(collectively, the "**OTE Group**")

RE: NOTICE OF CLAIMS PROCEDURE

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made on April 27, 2023 (the "**Claims Procedure Order**"), a claims procedure has been commenced for the identification, quantification, and resolution of certain claims of creditors of the OTE Group and their respective directors and officers (the "**Claims Procedure**"). Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

PLEASE TAKE NOTICE that any Person that wishes to assert a Pre-Filing Claim or a Pre-Filing D&O Claim (against any of the current or former Directors or Officers of the OTE Group), other than an Excluded Claim, must deliver to KPMG Inc., in its capacity as the court-appointed monitor of the OTE Group (the "**Monitor**") on or before the Claims Bar Date a completed Proof of Claim form or a completed D&O Proof of Claim, as applicable, including all relevant supporting documentation in respect of such Claim, in the manner set out in the Order.

Pursuant to the Claims Procedure Order, the Claims Bar Date is 5:00 p.m. (Eastern Time) on June 27, 2023. Proofs of Claim in respect of Pre-Filing Claims and D&O Proofs of Claim in respect of D&O Claims must be completed and filed with the Monitor such that it is received on or before the Claims Bar Date.

PLEASE TAKE NOTICE that any Person that wishes to assert a Restructuring Period Claim or a Restructuring Period D&O Claim, other than an Excluded Claim, must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of Claim form or a D&O Proof of Claim, as applicable, including all relevant supporting documentation in respect of such Claim, in the manner set out in the Order.

Pursuant to the Claims Procedure Order, the Restructuring Period Claims Bar Date is 5:00 pm (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim or a Restructuring Period D&O Claim to a Claimant. Proofs of Claim in respect of Restructuring Period Claims or D&O Proofs of Claim in respect of Restructuring Period D&O Claims must be completed and filed with the Monitor such that they are received on or before the Restructuring Period Claims Bar Date.

Pursuant to the Claims Procedure Order, the Monitor will cause Claims Packages to be sent to all Known Claimants on or before Thursday, May 11, 2023. A copy of the Claims Procedure Order and the Claims Package can be found at the following website: http://home.kpmg/ca/OTEGroup

CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

CLAIMANTS REQUIRING INFORMATION or claim documentation may contact the Monitor at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5

Attention:	Chris Gard / Broderick Lomax
Telephone:	1-833-665-0666 (toll free within North America)
	416-468-7000 (local)
Fax:	416-777-8818
Email:	OTEGroup@kpmg.ca

SCHEDULE "B"

PROOF OF CLAIM INSTRUCTION LETTER OF
ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP

(collectively, the "**OTE Group**")

CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated April 27, 2023 (as such Order may be amended from time to time, the "**Claims Procedure Order**") under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 (the "**CCAA**"), the OTE Group and KPMG Inc., in its capacity as the Court-appointed monitor of the OTE Group (the "**Monitor**"), have been authorized to conduct a claims procedure (the "**Claims Procedure**"). A copy of the Claims Procedure Order and other public information concerning this proceeding can be obtained from the Monitor's website at http://home.kpmg/ca/OTEGroup.

This letter provides general instructions for completing a Proof of Claim form. Capitalized terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine the amount of any claims against the OTE Group or any or all of their respective current or former Directors or Officers, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise or arrangement being pursued by the OTE Group under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All forms and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission, email, or telephone at the address below:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5

Attention:	Chris Gard / Broderick Lomax
Telephone:	1-833-665-0666 (toll free within North America)
	416-468-7000 (local)
Fax:	416-777-8818
Email:	OTEGroup@kpmg.ca

FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Pre-Filing Claim against any of the OTE Group, you must complete and file a Proof of Claim form with the Monitor. All Proofs of Claim for Pre-Filing Claims (i.e. Claims against the OTE Group arising prior to the Filing Date) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on June 27, 2023** (the "**Claims Bar Date**"). If you do not file a Proof of Claim in respect of any such Claims by the Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding

any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims shall be forever extinguished and barred.

All Proofs of Claim for Restructuring Period Claims (i.e. Claims arising on or after the Filing Date arising out of the restructuring, disclaimer, repudiation or termination by the OTE Group of any contract, lease, employment agreement or arrangement or other agreement or obligation) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the "**Restructuring Period Claims Bar Date**"). If you do not file a Proof of Claim in respect of any such Restructuring Period Claims by the Restructuring Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims you may have against the OTE Group shall be forever extinguished and barred.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor's website at http://home.kpmg/ca/OTEGroup or by contacting the Monitor.

DATED this _____ day of _____, 2023.

SCHEDULE "C"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

PROOF OF CLAIM

FOR CLAIMS AGAINST ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP

(collectively, the "**OTE Group**")

1. **PARTICULARS OF CLAIMANT**

(a) Full Legal Name of Claimant: _____

(b) Full Mailing Address of Claimant: _____

_____

_____

_____

(c) Telephone Number of Claimant: _____

(d) Facsimile Number of Claimant: _____

(e) E-mail Address of Claimant: _____

(f) Attention (Contact Person): _____

2. **PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes ☐ No ☐

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original Claimant(s): _____

3. **PROOF OF CLAIM**

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

(a) That I am a Claimant of the OTE Group / I hold the position of _____ of the Claimant;

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The OTE Group was and still is indebted to the Claimant as follows: [1]

Applicable OTE Group Debtor(s)	Pre-Filing Claim Amount	Restructuring Period Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any

4. **PARTICULARS OF CLAIM:**

The particulars of the undersigned's Claims (including Pre-Filing Claims, and Restructuring Period Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim

[1] Any Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average exchange rate for that currency against the Canadian Dollar on the Filing Date

allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

5. **FILING OF CLAIM**

For Pre-Filing Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Eastern Time) on the Claims Bar Date (June 27, 2023)**.

For Restructuring Period Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim.**

In both cases, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5

Attention:	Chris Gard / Broderick Lomax
Telephone:	1-833-665-0666 (toll free within North America)
	416-468-7000 (local)
Fax:	416-777-8818
Email:	OTEGroup@kpmg.ca

DATED at _____ this _____ day of _____, 2023.

_____
(signature of Claimant or its authorized representative)
Name:
Title:

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

SCHEDULE "D"

D&O CLAIM INSTRUCTION LETTER

FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP

(collectively, the "**OTE Group**")

CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated April 27, 2023 (as such Order may be amended from time to time, the "**Claims Procedure Order**") under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 (the "**CCAA**"), the OTE Group and KPMG Inc., in its capacity as the Court-appointed monitor of the OTE Group (the "**Monitor**"), have been authorized to conduct a claims procedure (the "**Claims Procedure**"). A copy of the Claims Procedure Order and other public information concerning this proceeding can be obtained from the Monitor's website at http://home.kpmg/ca/OTEGroup.

This letter provides general instructions for completing a D&O Proof of Claim form. Capitalized terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine the amount of any claims against the OTE Group or any or all of their respective current or former Directors or Officers, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise or arrangement being pursued by the OTE Group under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All forms and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission, email, or telephone at the address below:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5

Attention:	Chris Gard / Broderick Lomax
Telephone:	1-833-665-0666 (toll free within North America)
	416-468-7000 (local)
Fax:	416-777-8818
Email:	OTEGroup@kpmg.ca

FOR CREDITORS SUBMITTING A D&O PROOF OF CLAIM

If you believe that you have a D&O Claim against any of the Directors or Officers of the OTE Group, you must complete and file a D&O Proof of Claim form with the Monitor. All D&O Proofs of Claim for Pre-Filing D&O Claims (i.e. Claims against any of the Directors or Officers of the OTE Group arising prior to the Filing Date) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on June 27, 2023**

(the "**Claims Bar Date**"). If you do not file a D&O Proof of Claim in respect of any such Claims by the Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims shall be forever extinguished and barred.

All D&O Proofs of Claim for Restructuring Period D&O Claims (i.e. D&O Claims arising on or after the Filing Date) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the "**Restructuring Period Claims Bar Date**"). If you do not file a D&O Proof of Claim in respect of any such Restructuring Period D&O Claims by the Restructuring Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims you may have against the OTE Group shall be forever extinguished and barred.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor's website at http://home.kpmg/ca/OTEGroup or by contacting the Monitor.

DATED this _____ day of _____, 2023.

SCHEDULE "E"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

D&O PROOF OF CLAIM

FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP

(collectively, the "**OTE Group**")

6. **PARTICULARS OF CLAIMANT**

(a) Full Legal Name of Claimant: _____

(b) Full Mailing Address of Claimant: _____

_____

_____

_____

(c) Telephone Number of Claimant: _____

(d) Facsimile Number of Claimant: _____

(e) E-mail Address of Claimant: _____

(f) Attention (Contact Person): _____

7. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes ☐ No ☐

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original Claimant(s): _____

8. **PROOF OF CLAIM**

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

(a) That I am a Claimant of the Director(s) or Officer(s) of the OTE Group / I hold the position of _____ of the Claimant;

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Director(s) or Officer(s) of the OTE Group was and still is indebted to the Claimant as follows: [2]

Applicable Directors and/or Officers of the OTE Group	Pre-Filing D&O Claim Amount	Restructuring Period D&O Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any

9. **PARTICULARS OF CLAIM:**

The particulars of the undersigned's Claims (including Pre-Filing D&O Claims, and Restructuring Period D&O Claims) are attached.

(Specify the applicable Directors or Officers and the legal basis for the Claims against them. Provide full particulars of the Claim and supporting documentation, including amount, description

[2] Any Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average exchange rate for that currency against the Canadian Dollar on the Filing Date

of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

10. **FILING OF CLAIM**

For Pre-Filing D&O Claims, this D&O Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the Claims Bar Date (June 27, 2023)**.

For Restructuring Period D&O Claims, this D&O Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim.**

In both cases, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5

Attention:	Chris Gard / Broderick Lomax
Telephone:	1-833-665-0666 (toll free within North America)
	416-468-7000 (local)
Fax:	416-777-8818
Email:	OTEGroup@kpmg.ca

DATED at _____ this _____ day of _____, 2023.

_____

(signature of Claimant or its authorized representative)

Name:

Title:

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

SCHEDULE "F"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

NOTICE OF REVISION OR DISALLOWANCE

FOR CLAIMS AGAINST ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP (collectively, the "OTE Group") AND/OR AGAINST THE DIRECTORS AND/OR OFFICERS OF THE OTE GROUP

TO: **[insert name and address of creditor]**

Capitalized terms not defined in this Notice of Revision or Disallowance have the meaning ascribed to them in the Claims Procedure Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the Applicants dated April 27, 2023 (the "**Claims Procedure Order**").

Pursuant to the Claims Procedure Order, KPMG Inc. in its capacity as the court-appointed monitor of the Applicants (the "**Monitor**") hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

Name of relevant OTE Group entity and/or applicable Directors and/or Officers, as applicable	Type of Claim per Proof of Claim or D&O Proof of Claim	Amount of Claim per Proof of Claim or D&O Proof of Claim	Type of Claim Allowed per this Notice of Revision or Disallowance	Amount of Claim Allowed per this Notice of Revision or Disallowance
[Insert: name of appropriate party]	**[Unsecured Claim / Unsecured Priority Claim / Secured Claim]**	**CAD $**	**[Unsecured Claim / Unsecured Priority Claim / Secured Claim]**	**CAD $**

Reasons for Revision or Disallowance

_____

_____

_____

_____

SERVICE OF NOTICE OF DISPUTE

If you disagree with the amount of your Claim specified herein for voting and/or distribution purposes, you must deliver a Notice of Dispute of Revision or Disallowance to the Monitor in writing, no later than 5:00 p.m. (Eastern Time) on the day that is not later than **thirty (30) days** after you have been deemed to have received the Notice of Revision or Disallowance under the Claims Procedure Order. The form Notice of Dispute of Revision or Disallowance is enclosed.

If you do not deliver a Notice of Dispute of Revision or Disallowance, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Notice of Dispute of Revision or Disallowance forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600
Bay Adelaide Centre
Toronto, ON M5H 2S5

Attention: Chris Gard / Broderick Lomax
Telephone: 1-833-665-0666 (toll free within North America)
416-468-7000 (local)
Fax: 416-777-8818
Email: OTEGroup@kpmg.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at _____ this _____ day of _____, 2023.

SCHEDULE "G"

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

FOR CLAIMS AGAINST ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP (collectively, the "OTE Group") AND/OR AGAINST THE DIRECTORS AND/OR OFFICERS OF THE OTE GROUP

1. **PARTICULARS OF CREDITOR**

(a) Full Legal Name of Creditor: _____

(b) Full Mailing Address of Creditor: _____

_____

_____

_____

(c) Telephone Number of Creditor: _____

(d) Facsimile Number of Creditor: _____

(e) E-mail Address of Creditor: _____

(f) Attention (Contact Person): _____

2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes ☐ No ☐

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. **DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

Pursuant to the Claims Procedure Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of Applicants dated April 27, 2023 (the "**Claims Procedure Order**"), we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance in respect of our Claim as set out in the following table:

Name of relevant OTE Group entity and/or applicable Directors and/or Officers, as applicable	Type of Claim in Notice of Revision or Disallowance	Amount of Claim in Notice of Revision or Disallowance	Type of Claim Asserted per this Notice of Dispute or Revision or Disallowance	Amount of Claim Asserted per this Notice of Dispute of Revision or Disallowance
[Insert: name of appropriate party]	*[Unsecured Claim / Unsecured Priority Claim / Secured Claim]*	*[CAD $]*	*[Unsecured Claim / Unsecured Priority Claim / Secured Claim]*	*[CAD $]*

4. **REASONS FOR DISPUTE:**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Dated at_____ this _____day of _____, 202__.

_____

(signature of Claimant or its authorized representative)

Name:

Title:

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

CLAIMS PROCEDURE ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven Graff (LSO#: 31871V)
Tel: 416.865.7726
Email: sgraff@airdberlis.com

Tamie Dolny (LSO#: 77958U)
Tel: 647.426.2306
Email: tdolny@airdberlis.com

Samantha Hans (LSO# 84737H)
Tel: 437.880.6105
Email: shans@aridberlis.com

Lawyers for the OTE Group

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 27TH
	)	
JUSTICE OSBORNE	)	DAY OF APRIL, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

STAY EXTENSION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order amending and restating the Initial Order (the "**Initial Order**") dated January 30, 2023 (the "**Initial Filing Date**") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the pre-filing report of the proposed monitor, KPMG Inc. dated January 30, 2023 (the "**Pre-Filing Report**"), the First Report of KPMG Inc. in its capacity as Court-appointed monitor of the OTE Group (the "**Monitor**") dated February 9, 2023 (the "**First Report**"), the Second Report of the Monitor dated March 13, 2023 (the "**Second Report**"), the Third Report of the Monitor (the "**Third Report**"), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn April 20, 2023 and filed:

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 16 of the Initial Order) is hereby extended until and including August 4, 2023.

APPROVAL OF MONITOR'S REPORTS

3. **THIS COURT ORDERS** that the activities and conduct of the Monitor prior to the date hereof in relation to the OTE Group and these CCAA proceedings are hereby ratified and approved, and that the Pre-Filing Report, the First Report and the Second Report be and are hereby approved.

4. **THIS COURT ORDERS** that the Third Report be and is hereby approved.

5. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approvals set forth in paragraphs 3 and 4 of this Order.

POSSESSION OF PROPERTY AND OPERATIONS

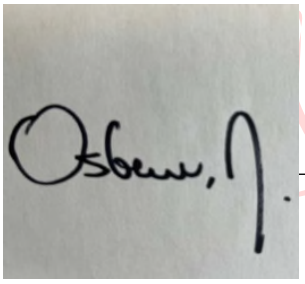
6. **THIS COURT HEREBY APPROVES** an increase in the maximum aggregate amount of authorizations of payments to certain critical suppliers for pre-filing expenses, as provided for in paragraph 7 of the Amended and Restated Initial Order dated February 9, 2023, to $6,625,000, with any such payment to be made only with the consent of the Monitor and the OTE Group, and as are necessary to facilitate the OTE Group's ongoing operations and preserve value during these CCAA proceedings.

GENERAL

7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

9. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.



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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

STAY EXTENSION ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven Graff (LSO#: 31871V)
Tel: 416.865.7726
Email: sgraff@airdberlis.com

Tamie Dolny (LSO#: 77958U)
Tel: 647.426.2306
Email: tdolny@airdberlis.com

Samantha Hans (LSO# 84737H)
Tel: 437.880.6105
Email: shans@aridberlis.com

Lawyers for the OTE Group

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00693758-00CL **DATE:** **28 April 2023**

Registrar: Dawa Sangyal

NO. ON LIST: **1**

TITLE OF PROCEEDING: **ORIGINAL TRADERS ENERGY LTD et al**

BEFORE **JUSTICE OSBORNE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny, Samantha Hans	Original Traders Energy Ltd.	tdolny@airdberlis.com shans@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Edward Park	Canada Revenue Agency	edward.park@jsutice.gc.ca
Adam Mortimer, Steven Groeneveld	Ministry of Finance	adam.mortimer@ontario.ca s.groeneveld@ontario.ca
Jessica Orkin	Mandy Cox	jorkin@goldblattpartners.com

Name of Person Appearing	Name of Party	Contact Info
Jonathan Chen & Keeley Kinley	Glenn Page & 2658658 Ontario Inc.	jchen@litigate.com kkinley@litigate.com
Raj Sahni	KPMG Inc., Court-appointed Monitor	sahnir@bennettjones.com
Jana Smith	Brian Page & 11222074 Canada Ltd	jsmith@gsnh.com
Brendan MacArthur-Stevens, Christopher Keliher	AirSprint Inc.	brendan.macarthur-stevens@blakes.com

		christopher.keliher@blakes.com

ENDORSEMENT OF JUSTICE OSBORNE:

1. The Applicants move for various relief today, including a stay extension through to August 4, 2023, approval of the Third Report of the Monitor and the activities described therein, an increase in the maximum aggregate amount of critical supplier payment authorization for pre-filing expenses to $6,625,000, and an Information Order relating to the provision of certain information from a third party.

2. Defined terms in this Endorsement have the meaning given to them in the motion materials, the Third Report of the Monitor, and/or my earlier Endorsements made in this proceeding.

3. As a preliminary matter, certain of the principal Respondents have, since the last Court appearance in this matter, retained new counsel who practised with my former firm. This was disclosed to the Court by the Applicants on notice to all other parties. All parties confirmed their consent to this matter being returnable before me today.

4. At the outset of the hearing today, those Respondents represented by my former firm confirmed to that they were not opposing any of the relief sought. More importantly, I canvassed with all parties any potential issue, and there was no opposition from any party to my hearing the motions returnable today.

5. At the conclusion of the hearing, I canvassed with all counsel my suggestion that I would continue to manage this proceeding to maximize efficiency, but that if there were any substantive issue in respect of which those Respondents represented by my former firm were taking a contested position, the parties, preferably through the offices of the Court-appointed Monitor, should advise the Commercial List office well in advance, in order that appropriate steps could be taken, such as scheduling another judge of the Commercial List to deal with any matter or aspect of this matter as may be necessary.

6. With that preliminary matter addressed, I turn now to the merits of the relief being sought today. None of the relief sought by the Applicants is opposed, and it is supported and recommended by the Monitor.

7. Since I made the Initial Order, the OTE Group has continued business operations, largely in the ordinary course while, at the same time, investigations with respect to those matters addressed in the Initial Order in my Endorsement of the same date, remain ongoing.

8. With respect to the extension of the stay of proceedings which currently expires tomorrow, April 28, I am satisfied that an extension is appropriate as requested to August 4, 2023. This will afford a continuation of the stabilized environment within which the operations of the Applicants and the OTE Group can operate while the various ongoing issues continue to be addressed. The projected cash flows appended to the Third Report of the Monitor reflect that cash flow should afford the Applicants sufficient liquidity to continue operations through the proposed stay extension period.

9. The Applicants also seek today a Claims Procedure Order ("CPO"). I am satisfied that this is appropriate at this time. Continued progress in this restructuring requires a call for claims in order that the Applicants, assisted by the Monitor and for the benefit of all stakeholders, can understand the universe of claims and potential claims to be advanced.

10. The draft CPO contemplates a call for claims in four categories: pre-filing claims, restructuring period claims, pre-filing D&O claims and restructuring period D&O claims.

11. The CPO also contemplates a claims bar date of June 27, 2023 (or, for Restructuring. Claims, 30 days after the Monitor sends a Claims Package) and the appointment of claims officers, if required, on a motion by the OTE Group or the Monitor.

12. I am satisfied that the proposed CPO can and should be made here pursuant to section 11 of the CCAA. It very closely follows the procedure implemented by Justice McEwen in *Just Energy Group Inc.,* CV-21-00658423-00CL.

13. I observe with respect to the CPO that The Ministry of Finance reserves all rights to argue, if necessary, that the appeal process provided under the *Gas Tax Act* and the *Fuel Tax Act* must be followed in the event that a Notice of Assessment is disputed. The Monitor and the OTE Group reserve all rights to respond accordingly.

14. The CRA reserves all rights to argue, if necessary, that the appeal process provided under the *Income Tax Act* (Canada), *Excise Tax Act* (Canada) and *Tax Court of Canada Act* (Canada) must be followed in the event that a Notice of Assessment is disputed. The Monitor and the OTE Group reserve all rights to respond accordingly.

15. I am also satisfied that the proposed information order ought to be made, to authorize and direct Airsprint to provide information requested by the Monitor or its counsel. I am satisfied that this information is important to enable the Monitor to understand the current financial position of the OTE Group for the benefit of stakeholders.

16. The increase in the maximum authorized amount for critical supplier payments is largely for fuel and tax, and is also appropriate here.

17. Finally, it is also appropriate to approve the Monitor's reports and activities: *Re Target Canada Co*., 2015 ONSC 7574 and *Laurentian University of Sudbury,* 2022 ONSC 2927. This allows any concerns of stakeholders to be addressed and permit the Court an opportunity to consider whether the activities of the Monitor have been conducted in a prudent manner.

18. By way of housekeeping, affidavits referred to in paragraph 6 of the injunctive order dated March 15, 2023 (the "Injunctive Order") shall be delivered within 30 days of this endorsement, or such other date as the Mareva Respondents (as defined in the Injunctive Order), the OTE Group and the Monitor agree in writing.

19. For all of the above reasons, orders to go in the form signed by me today which are effective immediately and without the necessity of issuing and entering.

Osborne, J.

This is Exhibit "E" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

ORDERED in the Southern District of Florida on May 15, 2023.

Erik P. Kimball, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISON

In re:

ORIGINAL TRADERS ENERGY LTD.,

Debtor.
_____/

Case No. 23-13519-EPK

Chapter 15

ORDER GRANTING *MOTION FOR PROVISIONAL RELIEF*

THIS MATTER came before the Court at a hearing held on May 9, 2023 at 1:30 p.m. (the "Hearing") on the Motion for Provisional Relief in Chapter 15 of Paul van Eyk of KPMG Inc., the duly appointed monitor (the "Monitor") of ORIGINAL TRADERS ENERGY LTD. ("OTE"), 2496750 ONTARIO INC., ORIGINAL TRADERS ENERGY LP and OTE LOGISTICS LP (collectively, the "OTE Group") in restructuring proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"), Case No. CV-23-00693758-00CL (the "Foreign Proceeding"), pursuant to Sections 1519 and 1520 of title 11 of the United States Code (D.E. 3). The Motion requests the entry of an order for provisional relief to protect assets of the estate, and to impose the automatic stay, pending adjudication by the Court of the Monitor's *Motion for*

Recognition of Foreign Main Proceeding. The Court, having reviewed the Motion and the case file, and upon the record of the Hearing and being otherwise fully advised, finds that good cause exists to grant the requested provisional relief. Accordingly, it is hereby

ORDERED as follows:

1. The Motion is **GRANTED**.

2. Pursuant to 11 U.S.C. § 1519 and pending a final hearing on the Motion for Recognition of Foreign Main Proceeding, any and all actions to execute against the assets of OTE, and any attempted sale, transfer, or disposition of the Vessel and the proceeds of any sale thereof, are hereby immediately stayed and enjoined.

3. For the avoidance of doubt, the Vessel may be identified, in summary, as follows:

> **Azimut, S7, Hull Identification Number XAXS7047F122, together with its three (3) engines: Volvo Penta D13-IPS 1050 Engine Serial Number# 20132060472, Volvo Penta D13-IPS 1050, Engine Serial Number# 20132060504, and Volvo Penta D13-IPS 1050 Engine Serial Number# 20132060470**

4. Pending a final hearing on the Motion for Recognition of Foreign Main Proceeding, all provisions of the Mareva Injunction Order dated March 15, 2023 in respect of the Vessel, and all endorsements thereto, to the extent enforceable by this Court under 11 U.S.C. § 1519, are hereby recognized and enforced.

5. The action in the United States District Court for the Eastern District of Michigan styled *OTE USA LLC v. ORIGINAL TRADERS ENERGY LP,* Case No. 2:23-cv-10152, is hereby stayed pending further order of the Court and all other legal actions against OTE and affiliates are stayed.

6. Without limiting the foregoing, (a) the automatic stay imposed by 11 U.S.C. § 362(a) applies with respect to the OTE Group and property of the OTE Group within the territorial

jurisdiction of the United States and (b) the Monitor is entitled to all relief provided in 11 U.S.C. § 1521(a)(3), and is hereby granted such relief.

7. This Court retains jurisdiction over the interpretation and/or any dispute relating or arising under this Order and to grant such additional and further provisional relief as may be authorized and necessary.

# # #

Attorney Peter H. Levitt is directed to serve a copy of this order on interested parties who are non-CM/ECF users and file a proof of service within 3 days of entry of this order.

This is Exhibit "F" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

ORDERED in the Southern District of Florida on May 31, 2023.

Erik P. Kimball, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISON

In re:

ORIGINAL TRADERS ENERGY LTD.,

Debtor.
_____/

Case No. 23-13519-EPK

Chapter 15

ORDER GRANTING *MOTION FOR*
RECOGNITION OF FOREIGN MAIN PROCEEDING

THIS MATTER came before the Court for a hearing at 1:30 P.M. on May 25, 2023 upon consideration of the *Motion for Recognition of Foreign Main Proceeding* [ECF No. 2] (the "Motion"), filed by Paul van Eyk, of the firm of KPMG Inc., in its capacity as the duly appointed monitor (the "Monitor") of ORIGINAL TRADERS ENERGY LTD. ("OTE"), 2496750 ONTARIO INC., ORIGINAL TRADERS ENERGY LP and OTE LOGISTICS LP (collectively, the "OTE Group") in restructuring proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"), Case No. CV-23-00693758-00CL (the "Foreign Proceeding") seeking recognition of the Foreign Proceeding as a "foreign main proceeding." The

Court, having reviewed the Motion and the case file, and being otherwise fully advised, finds that good cause exists to grant the Motion. Accordingly, it is

ORDERED, as follows:

1. The Motion is **GRANTED**.

2. Pursuant to 11 U.S.C. § 1517, the Foreign Proceeding is hereby recognized as a "foreign main proceeding" within the meaning of 11 U.S.C. § 1502.

3. The Foreign Proceeding commenced by (i) the Order of the Canadian Court dated January 30, 2023 (the "Initial Order"), and (ii) the February 9, 2023 Order amending and restating the Initial Order (the "Amended and Restated Initial Order") is recognized by this Court pursuant to 11 U.S.C. § 1517 as a foreign main proceeding, and, accordingly, the provisions of 11 U.S.C. § 1520 shall apply.

4. Pursuant to 11 U.S.C. § 1521(a)(3), and to the extent not provided for under 11 U.S.C. § 1520(a), the Mareva Injunction Order[1] entered on March 15, 2023, as supplemented by all endorsements entered by the Canadian Court, is recognized and will be enforced to the extent permitted by the provisions of Chapter 15 and applicable law.[2]

5. Pursuant to 11 U.S.C. § 1521(a)(1), and to the extent not stayed under 11 U.S.C. § 1520(a), the action in the United States District Court for the Eastern District of Michigan styled *OTE USA LLC v. ORIGINAL TRADERS ENERGY LP,* Case No. 2:23-cv-10152, is hereby stayed pending further order of the Court.

6. Pursuant to 11 U.S.C. § 1521(a)(2), and to the extent not stayed under 11 U.S.C. § 1520(a), any and all actions in the United States to execute against the assets of OTE and/or its

[1] Capitalized terms not defined herein are as defined in the Motion.

[2] Notwithstanding the relief granted in paragraph 7 of the Mareva Injunction Order, this Order is without prejudice to the Monitor requesting relief available under 11 U.S.C. § 1521(a)(4).

affiliates are subject to the automatic stay pursuant to 11 U.S.C. § 362(a), and any attempted sale, transfer, or disposition of any assets located within the jurisdiction of the United States is prohibited absent further order of this Court.

7. Pursuant to 11 U.S.C. § 1521(a)(6), all provisional relief granted in this Court's Order Granting Motion for Provisional Relief [ECF #8] (the "Provisional Order") is hereby extended and continued in effect, subject to further Order of the Court.

8. The relief granted herein, including the relief granted in the Provisional Order, is without prejudice to the rights of the Monitor, OTE, the Mareva Respondents, or any entity affected by the relief herein to seek to modify or terminate any relief granted herein or to seek additional relief authorized by applicable provisions of Chapter 15 of the United States Bankruptcy Code.

9. Pursuant to 11 U.S.C. § 1521(a)(5), the Monitor is hereby entrusted with monitoring the United States assets of OTE and its affiliates and is authorized to take actions reasonably necessary and required to carry out the intent and purpose of this Order without further Order of this Court.

10. Pursuant to 11 U.S.C. § 306 and § 1510, the appearance of the Monitor in this proceeding does not submit the Monitor to jurisdiction for any other purpose other than the maintenance of this Chapter 15 proceeding and compliance with all orders entered herein.

11. Nothing herein shall be construed to modify or limit the relief granted by any orders entered by the Canadian Court in the Foreign Proceeding.

12. This Court retains jurisdiction over the interpretation and/or any dispute relating or arising under this Order and to enforce the provisions of this Order.

# # #

Submitted by:

Peter H. Levitt
Shutts & Bowen LLP
200 S. Biscayne Blvd., Suite 4100
Miami, FL 33131
plevitt@shutts.com
Counsel for the Monitor

Attorney Peter H. Levitt is directed to serve a copy of this order on interest parties who are non-CM/ECF users and file a proof of service within 3 days of entry of this order.

This is Exhibit "G" referred to in the Affidavit of Scott Hill sworn before me at Toronto, Ontario, this 25th day of September, 2023.

Commissioner for Taking Affidavits, etc.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 17TH
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

STAY EXTENSION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order amending and restating the Initial Order (the "**Initial Order**") dated January 30, 2023 was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

WHEREAS on March 15, 2023, this Court issued an interim Order in the form of a *Mareva* injunction (the "**Injunctive Order**") restraining Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**"), from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to the Injunctive Order and to this Order (the "**Yacht**"), and certain other relief against third parties who may be in possession of or have records relating to the Yacht.

ON READING the Notice of Motion of the Applicants, the Fourth Report (the "**Fourth Report**") of KPMG Inc. in its capacity as Court-appointed monitor (the "**Monitor**"), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively, the "**OTE Group**"), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn July 11, 2023 and filed:

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 16 of the Initial Order) is hereby extended until and including November 3, 2023.

APPROVAL OF MONITOR'S REPORT

3. **THIS COURT ORDERS** that all of the activities and conduct of the Monitor prior to the date hereof in relation to the OTE Group and these CCAA proceedings are hereby ratified and approved.

4. **THIS COURT ORDERS** that the Fourth Report be and is hereby approved.

5. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approvals set forth in paragraphs 3 and 4 of this Order.

INSURANCE POLICY

6. **THIS COURT ORDERS** that the Mareva Respondents take the necessary steps to ensure that Original Traders Energy Ltd. ("**OTE Ltd.**") is added as a loss payee on the current insurance policy for the Yacht.

7. **THIS COURT ORDERS** that any additional cost or premium incurred by adding OTE Ltd. as a loss payee on the current insurance policy for the Yacht shall be at the sole expense of OTE Ltd.

GENERAL

8. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

10. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.

Digitally signed by Jessica Kimmel
Date: 2023.07.19 15:23:42 -04'00'

SCHEDULE "A"

Assets:

COLLATERAL DESCRIPTION

2022	AZIMUT	S7	XAXS7047F122	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060472	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060504	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060470	MV

COMMON DESCRIPTION

Motor Vehicle / Boat under name "CUZ WE CAN", and all ENGINES, TACKLES, FURNITURE and APPAREL, also may be named as "HOME SOUTH", or any other name that Motor Vehicle / Boat may be changed or assigned under VIN XAXS7047F122, formerly registered under Canada Official Number 844825

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

SECOND STAY EXTENSION ORDER

AIRD & BERLIS LLP
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Steven Graff (LSO#: 31871V)
Martin Henderson (LSO#: 24986L)
Tamie Dolny (LSO#: 77958U)
Samantha Hans (LSO#: 84737H)

Lawyers for the OTE Group

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	MONDAY, THE 17TH
	)	
JUSTICE KIMMEL	)	DAY OF JULY, 2023

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD.** AND **2496750 ONTARIO INC.** (each, an "**Applicant**" and collectively, the "**Applicants**")

ORDER RE: YACHT SALE PROCESS AND AIRSPRINT PROCEEDS

THIS MOTION, made by the Applicants, Original Traders Energy LP, and OTE Logistics LP (collectively, the "**OTE Group**") for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and the Monitor's request for directions in connection therewith, were heard this day by judicial videoconference via Zoom in Toronto, Ontario.

WHEREAS on March 15, 2023, this Court heard a motion by the OTE Group (the "**Mareva Injunction Motion**") that was attended and contested by Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**").

WHEREAS this Court issued an interim Order in respect of the Mareva Injunction Motion in the form of a *Mareva* injunction (the "**Injunctive Order**") restraining the Mareva Respondents from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to the Injunctive Order and to this Order (the

"**Italian Yacht**"), and certain other relief against third parties who may be in possession of or have records relating to the Italian Yacht.

AND WHEREAS at the return of the Injunctive Order on March 28, 2023, this Court directed, by way of the Endorsement of Justice Osborne (the "**March 28, 2023 Endorsement**"), that the Mareva Respondents provide additional information to KPMG Inc. as Court-appointed monitor (the "**Monitor**") relating to the Italian Yacht, including the insurance policy on the Italian Yacht, and further directed that once that information has been provided, the Italian Yacht will be moved to the marina at Hollywood, Florida and will remain there unmoved until further Order of this Court.

AND WHEREAS on April 28, 2023, this Court further directed by way of the Endorsement of Justice Osborne (the "**April 28, 2023 Endorsement**") that, inter alia, the affidavits referred to in paragraph 6 of the Injunctive Order shall be delivered within 30 days of the April 28, 2023 Endorsement, or such other date as the Mareva Respondents, the OTE Group and the Monitor agree in writing.

AND WHEREAS in accordance with the April 28, 2023 Endorsement, the Mareva Respondents, the OTE Group and the Monitor have agreed in writing to further extend the delivery of affidavits referred to in paragraph 6 of the Injunctive Order to July 18, 2023.

AND WHEREAS on April 27, 2023, this Court issued an Order (the "**AirSprint Order**") that, inter alia, authorized and directed AirSprint Inc. ("**AirSprint**") to provide to the Monitor or its counsel any requested information relating to the OTE Group, the OTE Group Affiliates (as defined in the AirSprint Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates, and AirSprint holds certain interests in aircraft and the proceeds from the sale thereof in which the OTE Group claims an interest.

AND WHEREAS in the fourth report of the Monitor dated July 12, 2023 (the "**Fourth Report**"), the Monitor sought directions of this Court to commence a sale process in respect of the Italian Yacht through a Boat Broker (as defined below) and sought directions to for an Order requiring AirSprint to pay over to the Monitor in trust all funds currently held by AirSprint

ON READING the affidavit of Scott Hill sworn July 10, 2023 and the Exhibits thereto, the Fourth Report, and on hearing the submissions of counsel for the OTE Group, counsel for the Monitor, counsel for the Mareva Respondents along with all additional parties in attendance and represented per the counsel slip, and upon being advised of the consent of the OTE Group, the Mareva Respondents and AirSpring, and that no other party opposes this order,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record of the OTE Group dated July 10, 2023 and the Fourth Report herein is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used within this Order shall have the meanings ascribed to them in the Fourth Report, as applicable, if they are not otherwise defined herein.

YACHT SALE PROCESS

3. **THIS COURT ORDERS** that the Italian Yacht shall be sold as soon as practicable pursuant to the following process:

(a) Within 5 business days of the date of this Order, the Monitor shall select one or more boat dealers or brokers (the "**Boat Broker**") in Florida to market the Italian Yacht for sale in a prudent and commercially reasonable manner based upon the Boat Broker's experience and advice. The Monitor shall inform the OTE Group and the Mareva Respondents, including the related companies of the Mareva Respondents, GPMC Holdings International Inc. and CWC International Inc. (the "**Related Companies**") (together, the "**Affected Parties**") of its selection and provide the Affected Parties with a summary of the information relied upon to select the Boat Broker (the "**Broker Information**"). All notices and information to be provided to the Affected Parties pursuant to this Yacht Sale Process shall be delivered via email to (i) Aird & Berlis LLP on behalf of the OTE Group, and (ii) Lenczner Slaght LLP and Goldblatt Partners LLP on behalf of the Mareva

Respondents and the Related Companies. Such notices and information shall be deemed to have been delivered effective as at the time and date shown as sent by the Monitor or its counsel's email account.

(b) The Monitor shall use commercially reasonable judgement in selecting the Boat Broker, and shall consider, among other things, the Boat Broker's experience, commissions charged, and whether the Boat Broker will agree to pay the costs associated with moving, insuring, maintaining and storing the Italian Yacht until it is sold (the "**Interim Costs**").

(c) Once the Monitor has informed the Affected Parties of its selection and provided them with the Broker Information, the Affected Parties shall be provided 5 business days to object to the Monitor's selection by informing the Monitor and other Affected Parties of the objection and reasons therefor. Should the Monitor and the Affected Parties be unable to resolve the objection in a timely manner, the Monitor or any Affected Party may schedule a case conference before this Court on three days' notice.

(d) If the Monitor has been informed that there are no objections from the Affected Parties, or if the Monitor has not been informed of any objections more than 5 business days after informing the Affected Parties of its selection of the Boat Broker, the Monitor shall inform the Boat Broker of its selection.

(e) Forthwith following the selection of the Boat Broker, Glenn Page will direct that the Italian Yacht be moved from its current location at Hollywood Marina to the Boat Broker's marina or another marina in Florida agreed upon by the OTE Group, the Monitor, and the Mareva Respondents, where the Italian Yacht shall remain until it is sold or this Court orders otherwise.

(f) In the event that the contract with the Boat Broker does not include payment of some or all of the Interim Costs, the costs shall be paid by Glenn Page.

(g) The payor of the Interim Costs shall be entitled to reimbursement of such costs supported with receipts (the "**Reimbursable Costs**") out of the proceeds of sale after payment of the Boat Broker's commission.

(h) The Boat Broker shall report to the Monitor and the Affected Parties on the status of the marketing and sale process for the Italian Yacht as necessary and no less than once every 14 days. The Boat Broker shall promptly disclose any offer received in respect of the Italian Yacht to the Monitor and the Affected Parties.

(i) The Monitor, in consultation with the Boat Broker and using commercially reasonable judgement, shall decide whether to proceed with a sale of the Italian Yacht pursuant to any offer received, and shall provide the Affected Parties with notice of its intention to proceed with a sale and the sale agreement or offer relating to the proposed sale transaction (the "**Proposed Sale Agreement**").

(j) Once the Monitor provides the Affected Parties with notice of its intention to proceed with a sale and the Proposed Sale Agreement, the Affected Parties shall be provided 5 business days to object to the Monitor's proposed sale by informing the Monitor and other Affected Parties of the objection. Should the Monitor and the Affected Parties be unable to resolve the objection in a timely manner, the Monitor or any Affected Party may bring a motion on the Commercial List of the Ontario Superior of Justice on 24-hours' notice to seek approval of any offer received in respect of the Italian Yacht.

(k) If the Monitor and the Affected Parties agree in writing on a proposed sale, or if the Monitor has not been informed of any objections more than 5 business days after informing the Affected Parties, the sale may proceed without further Court approval, and the Mareva Respondents shall promptly ensure that all necessary documents are executed to accept the offer.

(l) Copies of the insurance policy for the Italian Yacht and any replacement insurance to take effect upon the expiry of the insurance policy in existence at the date of this

Order (collectively, the "**Insurance Policy**") shall be provided by the Mareva Respondents forthwith to the OTE Group and the Monitor.

(m) The net proceeds from the sale of the Italian Yacht, after payment of the Boat Broker's commission and the Reimbursable Costs, shall be paid to and held by the Monitor in trust pending judicial determination of the claims, liens, and entitlements to such proceeds as between the OTE Group entities, the Monitor, the Mareva Respondents, and the Related Companies or any of them.

AIRSPRINT PROCEEDS

4. **THIS COURT ORDERS** that the $5,482,779.85 and any accrued interest thereon that is currently being held in trust by AirSprint on account of net proceeds and receipts from the sale of property including aircraft interests that were purchased or financed from funds sent to AirSprint by any OTE Group entity or affiliate thereof shall forthwith be remitted to the Monitor, to be held by the Monitor in trust pending judicial determination of the claims and entitlements to such proceeds as between the OTE Group entities and the Mareva Respondents or any of them.

5. **THIS COURT ORDERS** that the payment by AirSprint to the Monitor of the $5,482,779.85 that is currently being held in trust by AirSprint and any accrued interest thereon is without prejudice to: (i) the rights of Monitor and the OTE Group right to seek payment from AirSprint of any other or further monies or property or proceeds to which any entity of the OTE Group may claim an interest in, including without limitation in connection with the sale or use of any aircraft or fractional ownership, leases or other interests therein paid for or financed with funds from any OTE Group entity or affiliate thereof (the "**OTE Claimed AirSprint Property**"); and (ii) the rights of AirSprint to defend against any such claims made by the OTE Group or the Monitor in respect of any other or further amounts.

6. **THIS COURT ORDERS** that AirSprint shall not sell, encumber or dispose of any further OTE Claimed AirSprint Property without five business days' notice to the Monitor.

DETERMINATION OF ENTITLEMENT TO PROCEEDS

7. **THIS COURT ORDERS** that after the sale of the Italian Yacht, the Monitor, in consultation with counsel for the Mareva Respondents and the OTE Group, shall schedule a case conference before this Court to seek directions regarding subsequent steps relating to the determination of the rights, interests, encumbrances, liens and entitlements of any of the OTE Group entities, the Monitor, and any of the Mareva Respondents or the Related Companies, in and to the proceeds of the Italian Yacht and the OTE Claimed AirSprint Property.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the OTE Group and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that the Monitor and the OTE Group are each authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of the Initial Order dated January 30, 2023, the Amended and Restated Initial Order dated February 9, 2023, the Injunctive Order dated March 15, 2023, the present order and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders. Without limiting the foregoing, the Monitor and the Applicants are each authorized and empowered to apply: (i) to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the United States' Bankruptcy Code; (ii) to Florida State and/or Federal Courts in connection with any dispute between any of the OTE Group and the Mareva Respondents; and (iii) to obtain relief in connection with the assets listed on Schedule "A" to this Order.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order without the need for entry or filing.

Digitally signed by Jessica Kimmel
Date: 2023.07.19 15:22:42 -04'00'

SCHEDULE "A"

ASSETS:

COLLATERAL DESCRIPTION

2022	AZIMUT	S7	XAXS7047F122	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060472	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060504	MV
2022	VOLVO	PENTA D13-IPS 1050	20132060470	MV

COMMON DESCRIPTION

Motor Vehicle / Boat under name "CUZ WE CAN", and all ENGINES, TACKLES, FURNITURE and APPAREL, also may be named as "HOME SOUTH", or any other name that Motor Vehicle / Boat may be changed or assigned under VIN XAXS7047F122, formerly registered under Canada Official Number 844825

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER
(Yacht Sale Process & OTE Claimed AirSprint Property)

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ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: **CV-23-00693758-00CL** **HEARING DATE:** **JULY 17, 202319 July 2023**

NO. ON LIST: **2**

TITLE OF PROCEEDING: **Original Traders Energy Ltd. et al.**

BEFORE JUSTICE: **KIMMEL**

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ENDORSEMENT OF JUSTICE KIMMEL:

1. On or about January 30, 2023, Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("249" and with OTE GP, the "Applicants") obtained an initial order (the "Initial Order") before the Ontario Superior Court of Justice (Commercial List) (the "Court") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") granting the Applicants protection under the CCAA and other related relief, with a view to allowing the Applicants an opportunity to restructure its business and affairs. The Applicants' CCAA proceedings are referred to herein as the "CCAA Proceedings").
2. While OTE Logistics LP ("OTE Logistics") and Original Traders Energy LP ("OTE LP") are not Applicants in this proceeding, relief was extended to both OTE Logistics and OTE LP (together, the "Limited Partnerships"), which are related to and carry on operations that are integral to the business of the Applicants. The OTE Group includes both the Applicants and the Limited Partnerships.
3. The Initial Order also appointed KPMG Inc. as the CCAA monitor in these CCAA Proceedings (in such capacity, the "Monitor").
4. On or about February 9, 2023, the Court issued an amended and restated initial order (the "ARIO") under the CCAA which, inter alia, expanded certain charges and extended the Stay Period (as defined in the Initial Order) to April 28, 2023.

5. On April 28, 2023 the Honourable Justice Osborne granted an Order extending the stay of proceedings to August 4, 2023 and an Order authorizing and directing the Monitor to carry out the claims process as described therein (separately, the "Stay Extension Order" and the "Claims Procedure Order").
6. In the interim, on March 15, 2023, this Court issued an injunction (the "Injunction Order") which, inter alia, restrained Glenn Page ("Page"), Mandy Cox ("Cox") and 26586558 Ontario Inc. ("265", a corporation that Page controls with Cox, his spouse, who is also a former employee of the OTE Group) from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy-foot yacht from the Italian ship builder Azimut Benetti, named "Cuz We Can", more particularly described at Schedule "A" to the Injunction Order (the "Italian Yacht").
7. On July 11, 2023, counsel to the Mareva Respondents served motion record (the "Mareva Respondents' Record") seeking relief for: (i) an Order setting aside the Injunction Order; or, (ii) in the alternative, an extension of the deadline to file sworn statements in accordance with the Injunction Order.
8. Various other orders have also been obtained, and Chapter 15 proceedings under the US Bankruptcy Code have been commenced, over the intervening months since the Initial Order was granted.
9. The OTE Group presently seeks orders:
    a. further extending the Stay (the "Second Stay Extension Order");
    b. approving the Fourth Report of the Monitor and the activities set out therein (the "Fourth Report");
    c. authorizing and directing the addition of OTE GP as a loss payee on the current Insurance Policy (as defined in the Sixth Hill Affidavit) for the Italian Yacht; and
10. The OTE Group also seeks scheduling assistance from to deal with, inter alia, issues arising from the Injunction Order and the Mareva Respondents' Record.
11. The immediate relief sought was for the most part on consent, subject to the court relieving the Mareva Respondents of their obligations under paragraphs 6 and 7 of the Mareva Order pending the return of their motion setting aside the Injunction Order.
12. After some discussion and upon the guidance and direction of the court, the proposed orders arising out of this attendance have been revised and are no longer opposed. All parties recognize that there is some urgency to selling the Yacht as there may be a problem obtaining insurance for it when the current insurance expires in August (whereas it is expected that the Yacht can be insured by the broker who is engaged to sell it under the proposed sale process).
13. The Stay Extension Order and the revised Yacht Sales Process and AirSprint Proceeds Order, both dated July 17, 2023, may issue in the forms signed by me today.
14. The Mareva Respondents Motion to set aside the Injunction Order has been scheduled for a full day on October 4, 2023. Counsel shall agree upon a timetable for the pre-hearing steps for that motion that ensures that all material (including a reply factum of up to five pages double spaced if deemed appropriate) to have been delivered and uploaded into the appropriate bundle in CaseLines by no later than Friday September 29, 2023. The obligations of the Mareva Respondents under paragraphs 6 and 7 of the Injunction Order shall be revisited at the return of their motion if the Injunction Order is not being set aside.
15. OTE USA may request a 9:30 scheduling appointment in respect of its intended motion after it has served its motion record.
16. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.

KIMMEL J.
July 19, 2023

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

SEVENTH AFFIDAVIT OF SCOTT HILL

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Lawyers for the OTE Group

TAB 5

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.**

Applicants

AFFIDAVIT OF SCOTT HILL
(Sworn October 9, 2023)

I, Scott Hill of the City of Wilsonville, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I am the president of Original Traders Energy Ltd. ("**OTE GP**"), the general partner of Original Traders Energy LP ("**OTE LP**"). I have been the president of OTE GP since August of 2022. From 2018 until that date, I was a vice-president of development of OTE LP. Since becoming president, I have become aware of the financial and other operational aspects of the Applicants' business. From the inception of the Applicants' business until his sudden resignation on July 14, 2022, Glenn Page ("**Page**") was the president of OTE GP and exercised complete financial and operational control over OTE LP and OTE GP's business affairs.

2. While OTE Logistics LP ("**OTE Logistics**", and together with OTE LP, the "**Limited Partnerships**") and OTE LP are not Applicants in this proceeding, the initial order issued January 30, 2023 and the amended and restated initial order issued February 9, 2023 extended the same protections granted to the Applicants to the Limited Partnerships, on the grounds that the Limited Partnerships are related to and carry on operations that are integral to the business of the Applicants. The terms "**OTE Group**" and "**Applicants**" used throughout this Affidavit refer to the Applicants and Limited Partnerships collectively.

3. I have previously sworn an affidavit on January 27, 2023 (the "**First Hill Affidavit**") in this proceeding under the *Companies' Creditors Arrangement Act*, along with a second, confidential affidavit on January 27, 2023. I also swore an affidavit dated February 7, 2023 used for the comeback hearing, a fourth affidavit dated March 12, 2023 for the purposes of certain injunctive relief (the "**Injunctive Relief**"), a fifth affidavit dated April 20, 2023 regarding the claims process for the OTE Group (the "**Claims Procedure**"), a sixth affidavit dated July 10, 2023 regarding a stay extension and issues relating to the Injunctive Relief, and a seventh affidavit regarding a stay extension and amendment to the Claims Procedure and a sale process for the business and property of the OTE Group (the "**Seventh Hill Affidavit**").

4. This Affidavit is sworn as a supplementary affidavit to the Seventh Hill Affidavit and capitalized terms in this Affidavit have the same meaning as in the First Hill Affidavit unless otherwise defined herein.

5. On the basis of the above, I have personal knowledge of the matters to which I depose in this Affidavit, including the business and financial affairs of the Applicants, except where I have obtained information from others or where the information is stated to be based on information and belief. Where I have obtained information from others, I have stated the source of my information, and, in all such cases, believe such information to be true.

6. In preparing this Affidavit, I consulted with the Applicants' legal and financial advisors and reviewed relevant documents and information concerning the Applicants' operations, financial affairs and marketing activities. I am authorized to swear this Affidavit as the corporate representative of the Applicants.

II. RELIEF SOUGHT

7. I have been made aware by counsel to the OTE Group that 2658658 Ontario Inc. and Page have brought a motion for the appointment of a Chief Restructuring Officer (a "**CRO**") of the OTE Group. I also understand that the Monitor has brought a motion for an Order, among other things:

(a) granting the Monitor enhanced powers in connection with the business and the property of the OTE Group; and

(b) approving the amended bid process for the sale of the assets of the OTE Group (the "**Amended Bid Process**") which will include the sale of only chattels and not any fixtures or leased premises.

8. The OTE Group supports the relief sought by the Monitor. The Monitor's history and consequent familiarity with the property and business of the OTE Group makes it a better alternative to the appointment of a CRO. The appointment of a CRO would cause the OTE Group to incur additional costs and it would take time for the CRO to become familiar with the business, property, records and current circumstances of the OTE Group. Such appointment could also distract from the ongoing efforts of the Monitor to recreate the books and records of the OTE Group. Additionally, such appointment would likely create a disruption in carrying out the Amended Bid Process should such relief be granted. I understand that a more detailed summary of the enhanced powers that the Monitor is seeking is provided for this Honourable Court's review in the Monitor's Supplement to the Fifth Report dated October 6, 2023.

9. In conjunction with the Monitor's sought relief, I am prepared to resign as director and officer of OTE GP. In order to ensure this transition is as smooth as possible for the OTE Group and its stakeholders, I plan to continue as an employee and/or consultant of OTE GP until December 31, 2023, and to work with the Monitor in its enhanced role, should such relief be granted.

10. I understand that the Monitor remains supportive of the relief sought by the OTE Group, portions of which are outlined further in the Seventh Hill Affidavit, being, among other things, an extension of the Stay Period, an amendment to the Claims Procedure and the approval of the Monitor's reports filed in connection with this Motion.

Conclusion

11. For the reasons set out herein and in the Seventh Hill Affidavit, the OTE Group requests that this Honourable Court grant the relief sought by the OTE Group.

12. I swear this Affidavit in support of a motion for the relief set out above and in the Seventh Hill Affidavit, and for no improper purpose.

SWORN BEFORE ME over video teleconference this 9th day of October, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Wilsonville in the Province of Ontario, while the Commissioner was located in the City of London in the Province of Ontario.

DocuSigned by:
Scott Hill
77F3D36A129C418...

SCOTT HILL

A Commissioner for taking Affidavits *(or as may be)*

SAMANTHA HANS (LSO#: 84737H)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

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Lawyers for the OTE Group

TAB 6

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF **ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.**

Applicants

SERVICE LIST
(OCTOBER 2, 2023)

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750 ONTARIO INC.

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

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(Returnable October 12, 2023)

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