

**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

COMPENDIUM OF THE APPLICANTS

July 14, 2023

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Applicants

**AFFIDAVIT OF SCOTT HILL
(Sworn January 27, 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 was the president of OTE GP and exercised complete financial and operational control over OTE LP and OTE GP's business affairs.

2. This affidavit is made in support of an application by the Applicants for an Initial Order and related relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"). While the Limited Partnerships (term as defined below) are not Applicants in this proceeding, the Applicants seek to have relief sought within the draft initial order under the CCAA extend to the Limited Partnerships, which 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. OTE LP is a limited partnership formed under the laws of the Province of Ontario. The limited partners of OTE LP are me, my brother Donald Herbert Miles Hill ("**Miles Hill**"), 2584861 Ontario Inc.,

2590086 Ontario Ltd. and IMA Enterprises Inc. The officers and directors of OTE GP are Miles Hill and myself.

4. OTE Logistics LP (“**OTE Logistics**” and with OTE LP, the “**Limited Partnerships**”) is a limited partnership formed under the laws of the Province of Ontario, the general partner of which is 2496750 Ontario Inc. (“**249**”). The limited partners of OTE Logistics LP are me, Miles Hill, Glenn Page and 7069847 Canada Limited. The sole officer and director of 249 is Miles Hill.

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, as a result of the removal and/or destruction of the OTE Group’s books and records upon Glenn Page’s resignation from the OTE Group described below. 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 made available.

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. In addition, the use of the defined term “Reserve” throughout this Affidavit is as per its legal usage and definition in the *Indian Act*, R.S.C. 1985, c. I-5 (the “**Indian Act**”).

II. OVERVIEW AND THE URGENT NEED FOR RELIEF

8. OTE GP is a wholesale fuel supplier which mainly services First Nations’ petroleum stations and First Nations’ communities across Ontario. OTE GP has operated in the First Nations fuel supply industry (the “**Fuel Industry**”) since April of 2018. The Fuel Industry in Canada is regulated from several perspectives, including (without limitation) at the Provincial level to ensure that the industry’s participants are complying with their tax obligations to the Ontario Ministry of Finance (the “**MOF**”).

9. OTE GP services a total of over thirty gas stations throughout Southern Ontario. The majority of these gas stations are situated on 9 different First Nations Reserves in Southern Ontario. A list of the key municipal addresses and relevant First Nations associated with the gas stations is attached hereto at **Exhibit “A”**. The OTE Group services these locations by purchasing bulk fuel or blended fuel, and then blending (where required for regular fuel and not for premium/diesel), supplying and distributing gasoline, diesel and fuel products throughout Ontario. If there are supply issues, blending does not always occur through the OTE Group, and sourcing can occur locally.

10. Soon after becoming president of OTE GP, I became aware of alarming circumstances which threatened the survival of the Applicants’ business. In particular:

- (a) At various times during 2021 and 2022, Glenn Page and others had misappropriated millions of dollars from OTE LP’s funds, and misused its credit, including for the purchase of a 70 foot motor yacht and lavish personal travel expenses for Glenn Page and his spouse, Mandy Cox;
- (b) On June 6, 2022, Glenn Page had provided to one of the Applicants’ secured creditors, Royal Bank of Canada (“**RBC**”), falsified unaudited financial statements of OTE LP dated December 31, 2021, in response to its request for financial disclosure. Those financial statements purported to be on the letterhead of OTE LP’s accountants, Pettinelli Mastroluisi, but in fact Pettinelli had never issued any such financial statements;
- (c) OTE LP was notified by the MOF in the summer of 2022 that OTE LP had failed to submit payments or remittances for provincial gasoline tax and fuel tax, and/or the returns associated with these taxes. A copy of certain prior correspondence sent by the MOF to the OTE Group is attached hereto at **Exhibit “B”**. OTE LP had also failed to remit Canadian federal tax on fuel sold. OTE LP’s apparent liability for unpaid taxes which were to have been collected and remitted as at August 2022 exceeded \$27,000,000;
- (d) After I became president, and into early September of 2022, the Applicants’ personnel were locked out of their business information systems, which continued to be controlled by Glenn Page and others. Although the Applicants’ personnel had operational access to those systems prior to Glenn Page’s resignation, their user credentials and authorizations were ultimately in his control and were terminated by him. This continued despite his resignation. Glenn Page and others directed by him frustrated and delayed efforts by the

Applicants' personnel to obtain user credentials and authorizations to control and maintain those systems;

- (e) The business records of the Applicants had not been maintained at the head office of OTE LP, but were primarily in the possession of Glenn Page and others directed by him at an office they had set up in Burlington, Ontario. The Applicants' personnel did not have access to that office or to many business records which were under the control of Glenn Page, including accounting, payroll, purchasing, logistics, IT services, document creation and retention, and email communications;
- (f) When the Applicants' personnel were able to obtain user credentials for and control over its business information systems, we discovered that Glenn Page and others had deleted the contents of their email inboxes for OTE LP and OTE Logistics; and
- (g) The financial information and records of the Applicants for the entire period from January 1, 2021, to August 31, 2022, are unreliable and incomplete.

11. On October 12, 2022, OTE LP, OTE GP, OTE Logistics, Miles Hill and I commenced an action against Glenn Page and those who worked with him on the basis of their breaches of duty and other misconduct in connection with the business and affairs of the Applicants, which is further discussed herein. The relief sought in that action includes accounting, tracing and disgorgement of any funds of the Applicants which were wrongly converted.

12. On October 4, 2022, OTE LP engaged KPMG to assist the Applicants with stabilizing their financial functions and implementing proper and efficient business processes, with a view to repairing the significant damage done to the Applicants' business and stakeholder group. I believe that the creditors and stakeholders of the Applicants ultimately will benefit from these endeavors, which will take some time to be completed. They will further assist in determining whether certain taxes were actually collected from OTE LP customers while Glenn Page was in control of the Applicants' business, and if so, where those funds are now located.

13. Currently, based on the Cash Flow Forecast (as defined below), the OTE Group will have sufficient cash and credit to sustain operations during the course of the CCAA proceedings. The Applicants, with the assistance of their legal and financial advisors, have engaged in extensive efforts in Q4 of 2022 to improve OTE GP's liquidity position, and to review strategic options to address its financial position on a go forward basis to ensure sustained financial viability. While the Applicants

presently have enough cash for the CCAA proceedings, this cash-flow is insufficient to provide for the payment of all due and owing obligations. The Applicants further believe that the present financial structure is only sustainable if they can (a) negotiate pricing changes for OTE GP, which negotiations have occurred and are ongoing with certain suppliers, with KPMG's assistance, and (b) restructure operations, including cost cutting and renegotiating certain existing contracts. Given the forecasted sales volume, the Applicants believe that their constrained financial position is temporary and that the OTE Group has a viable financial outlook for the future.

14. The OTE Group's financial challenges are complicated by its debts to regulators and taxation authorities. Operation of the OTE Group is dependent on the existence of certain licences, as discussed in greater detail below. The revocation of these licenses, which are necessary for the OTE Group to carry on business in the Fuel Industry in Ontario, would render the OTE Group's restructuring impossible and result in an immediate closure of the business and dismissal of employees.

15. The regulatory and tax landscape in which the OTE Group operates its business is complex. In addition to the known debts to the MOF detailed herein, the OTE Group anticipates that it will owe significant amounts to the Canada Revenue Agency ("CRA") for excise tax and federal carbon tax following the completion of an ongoing audit. In addition, CRA has issued to OTE LP a notice to pay pursuant to the *Customs Act* in the sum of \$19,376,773.59, directing payment to the Canadian Border Services Agency ("CBSA"). As a result of Glenn Page's mismanagement of the business and destruction of or failure to keep adequate books and records, the OTE Group is currently faced with significant uncertainty regarding the specifics of the obligations it owes to taxation authorities.

16. The Applicants therefore believe that the commencement of the within CCAA proceedings is in the best interests of the Applicants to allow them to stabilize their business, review and assess creditors' claims, and consider and advance potential restructuring alternatives for the benefit of all stakeholders. This affidavit is thus sworn in support of an application by the Applicants for protection from their creditors pursuant to the CCAA.

17. The Applicants are seeking an order (the "**Initial Order**") *inter alia*:

- (a) declaring that OTE GP and 249 are entities to which the CCAA applies;
- (b) declaring that the Limited Partnerships enjoy the benefit of the protections provided to the Applicants under the Initial Order;
- (c) granting an administration charge of \$500,000.00 (the "**Administration Charge**");

- (d) granting a directors' charge of \$250,000.00 (the "**Directors' Charge**" and together with the Administration Charge (the "**Priority Charges**"¹));
- (e) granting an initial stay of proceedings to February 9, 2023 (the "**Stay Period**");
- (f) appointing KPMG Inc. as an officer of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to monitor the business and financial affairs of the Applicants ("**KPMG**" and in such capacity, the "**Monitor**") with the additional power to compel documents, evidence and witnesses;
- (g) ordering 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**") 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 and on notice to the service list, or leave of the Court;
- (h) authorizing payments to certain critical suppliers for pre-filing expenses up to a maximum aggregate amount of \$6,375,000 (the "**Pre-Filing Critical Supplier Payments**"), 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;
- (i) sealing the second affidavit of Scott Hill sworn January 27, 2023, which contains information that has been sealed by court order in another jurisdiction; and
- (j) such further and other relief as this Court may deem just and equitable.

18. If the Initial Order is granted, the Applicants intend to return to Court as soon as possible (the "**Comeback Hearing**") to seek the issuance of an order (the "**Amended and Restated Initial Order**"), which may include the below relief, *inter alia*:

- (a) extend the Stay Period;
- (b) increase the amount of the Priority Charges; and

¹ These charges are subject and subordinate to the existing charge maintained through the RBC Forbearance Agreement (term as later defined herein).

(c) seek other relief as may be appropriate at that time.

19. For these reasons and the reasons set out herein, I do verily believe that the Applicants are entities to which the CCAA applies.

III. BACKGROUND REGARDING THE APPLICANTS

A. Organizational Structure

20. The OTE Group is a group of affiliated privately-held companies which are engaged in the business of supplying fuel to First Nations communities. OTE GP primarily manages and operates the Applicants' business, including the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers. OTE Logistics operates the distribution network of the truck supply chain.

21. The Applicants' former officers and directors who are named as defendants to the litigation have resigned, as follows:

- (a) on or about July 14, 2022, Glenn Page resigned from his role as an officer and a director of OTE GP. Prior to that time, he was an officer and director, or alternately a *de facto* officer and director of OTE GP, OTE LP and OTE Logistics, such that he had complete executive and operational control of the OTE Group, including managing all banking transactions; and
- (b) until August of 2022, Brian Page, Glenn Page's brother, was employed as a contract worker by OTE Logistics and/or OTE LP. He held the role of vice-president of OTE Logistics, although he was never officially an officer or director of OTE GP or 249.

22. A description of each of the Applicants, along with reference to remaining directors and officers, is set out below.

i. OTE LP

23. OTE LP was created to operate the business of purchasing bulk fuel, and blending specific fuel products to be sold to retail gas stations.

24. OTE LP was formed under the *Limited Partnership Act* (Ontario) on August 30, 2017 which partnership registration expires on August 28, 2027. A copy of OTE LP's partnership profile is attached hereto at **Exhibit "C"**.

25. OTE LP's registered office is 7273 Indian Line, Six Nations of the Grand River Territory, Scotland, Ontario, and its stated activity is in the business of: "[p]etroleum, petroleum products, and other hydrocarbons merchant wholesalers".

ii. OTE GP

26. OTE GP was initially incorporated under the *Business Corporations Act* (Ontario) on July 5, 2017. A copy of OTE GP's corporate profile is attached hereto at **Exhibit "D"**.

27. OTE GP's registered office is located at 7273 Indian Line, Six Nations of the Grand River Territory, Scotland, Ontario, and its officer and directors are Miles Hill and myself.

28. OTE GP is the general partner of OTE LP. A copy of the partnership agreement dated July 5, 2017 between OTE GP and the limited partners described therein is attached hereto and marked as **Exhibit "E"** to this Affidavit.

iii. OTE Logistics

29. As the business of OTE Group evolved, a new limited partnership, Gen 7 Fuel Management Services LP ("**Gen 7**") was established on April 24, 2018 under the *Limited Partnership Act* (Ontario), to operate the transportation and logistics side of the fuel distribution business; the limited partnership is set to expire on April 21, 2023. I invented the "Gen 7" element of that name to reinforce the Indigenous business model and value base of the OTE Group. A copy of OTE Logistics' partnership profile is attached hereto at **Exhibit "F"**.

30. Gen 7 has undergone several name changes since its inception. Prior names include Gen7 Logistics Services LP, as well as the business name "Gen7 Logistics". As of January 20, 2022, its current name is OTE Logistics LP ("**OTE Logistics**").

31. OTE Logistics' registered office is 1110 Highway 54, A, Caledonia, Ontario and its listed activity is in the business of "[g]asoline stations".

32. 249 is the general partner of OTE Logistics. A copy of the partnership agreement dated in March of 2018 between OTE Logistics and the limited partners described therein is attached hereto and marked as **Exhibit "G"** to this Affidavit.

iii. 249

33. 249 is an Ontario corporation incorporated under the *Business Corporations Act* (Ontario) on December 17, 2015 with a registered office at 7273 Indian Line, Six Nations of the Grand River Territory in Scotland, Ontario at N0E1R0.

34. The sole director of 249 is Miles Hill. A copy of 249's corporate profile is attached hereto at **Exhibit "H"**.

iv. Non-Applicant Entities

35. OTE USA LLC ("**OTE USA**") and OT Energy Inc. ("**OTE Michigan**") are non-Applicant entities that are controlled by Glenn Page. OT Michigan is the majority shareholder of OTE USA.

36. Both OTE USA and OTE Michigan are limited liability companies organized under the laws of Michigan in the United States on December 22, 2020. A copy of both of their corporate profiles are attached hereto at **Exhibit "I"**.

37. Both OTE USA and OTE Michigan are named as defendants in ongoing litigation in Ontario, as discussed further herein. As referenced further in the Page Claim (term as defined below), the plaintiffs allege that certain defendants to the Page Claim may have received significant U.S. tax refunds that should have been appropriately directed to OTE LP.

B. Physical Operations

38. The OTE Group operates out of four Operating Locations (term as defined below), with a fifth location, the Couchiching Location, being partially constructed.

39. The Operating Locations are all rented on various First Nations territory and are located on Reserve. These sites include a head office site, as well as four blending facilities. As described further below, the Operating Locations and the Couchiching Location are as follows:

- (a) a head office in the Six Nations of the Grand River Territory of Scotland, Ontario (the "**Head Office**"), located at the municipal address of 7273 Indian Line, Scotland, Ontario;
- (b) a blending center in the Six Nations of the Grand River Territory of Scotland, Ontario (the "**Six Nations Blending Location**"), located at the municipal address of 7263 Indian Line, Scotland, Ontario;

- (c) a blending centre in Tyendinaga Mohawks of Bay of Quinte of Shannonville, Ontario (the “**Tyendinaga Blending Location**”), located at the municipal address of 184 Industrial Park Rd., Shannonville, Ontario;
- (d) a blending centre in Atikameksheng Anishnawbek Territory of Naughton, Ontario (the “**Whitefish Blending Location**”, and with (a) to (c) above, the “**Operational Locations**”), located at the municipal address of Lots 13, 14 and 15 of Business Park Road, Chi-Zhiingwaak Business Park in Naughton, Ontario; and
- (e) a blending centre currently under construction in Couchiching First Nation Territory of Fort Frances, Ontario (the “**Couchiching Location**”), located at the municipal address of Frog Creek Road in Fort Frances, Ontario.

40. OTE LP’s first blending facility was constructed at the Six Nations Blending Location, which began operations in the spring of 2018. This was followed by the construction of the Tyendinaga Blending Location, which commenced operation in the summer of 2020. OTE LP constructed the Whitefish Blending Location and began operations in January of 2022. A fourth facility is under construction at the Couchiching Location. Details of these properties are set out further herein.

41. Rent is current on all of the Operating Locations discussed herein.

i. Head Office Property and Six Nations Blending Location

42. The Head Office is the facility from which OTE LP offers its in-person customer services. The Head Office and Six Nations Blending Location lands are all owned by Scott Hill.

43. There are informal, oral lease agreements in place for these properties. All locations are current on their rent.

ii. Tyendinaga Blending Location

44. The Tyendinaga Blending Location is a facility from which OTE LP has operated a blending facility. The Tyendinaga Blending Location is owned by Tom Maracle (the “**Tyendinaga Landlord**”) pursuant to certificates of possession numbered 403018621 and 403018622 over Tyendinaga Mohawk Territory lands.

45. OTE LP negotiated a lease agreement dated February 18, 2020 with the Tyendinaga Landlord (the “**Tyendinaga Lease**”). A copy of the Tyendinaga Lease is attached hereto as **Exhibit “J”**. The

Tyendinaga Lease is a “completely carefree net lease” (s. 1.3) to the Tyendinaga Landlord, and is not registered by the Landlord or Tenant (terms as defined in the Tyendinaga Lease) under the Indian Land Registry as it is not a lease entered into pursuant to Indian Act.

46. As stated at s. 3.1 of the Tyendinaga Lease, the monthly net rent payable on the Tyendinaga Lease was originally \$2,280.00 due the first day of each month during the Term (term as defined in the Tyendinaga Lease). The Tyendinaga Lease further contains additional basic rent provisions (s. 3.2) for fuel shipment amounts, and also allows rent increases as agreed between the Tyendinaga Landlord and OTE LP or, failing an agreement, annual increases at the same percentage increase to the Commercial Price index for Canada.

47. Effective as of January 1, 2023, the monthly rent over the Tyendinaga Blending Location is \$6,500 per month. In addition, there is currently no lease existing for a new building located at the Tyendinaga Blending Location site. The Tyendinaga Landlord also receives royalties at a rate of \$0.005/L regarding the Tyendinaga Blending Location.

ii. Whitefish Blending Location

48. The Whitefish Blending Location is a facility from which OTE LP has operated a blending facility. Chi-Zhiingwaak Business Parking (the “**Whitefish Landlord**”) is the sub-landlord of the Whitefish Blending Location.

49. OTE LP negotiated a lease agreement dated August 24, 2021 with the Whitefish Landlord (the “**Whitefish Lease**”). A copy of the Whitefish Lease is attached hereto as **Exhibit “K”**. A key provision of the lease includes the warranty by the Landlord that the Atikameksheng Anishnawbek Band Council passed all requisite band council resolutions and all steps legally required to permit the grant of the Whitefish Lease, in light of ownership rights under the *First Nation Land Management Act*, S.C. 1999, c. 24.

50. As stated at s. 2(b) of the Whitefish Lease, the monthly net rent payable on the Whitefish Lease for the first five years of the Term (as defined in the Whitefish Lease) is the sum of \$138,600 per annum, payable monthly in advance in equal installments of \$11,550 commencing on September 1, 2021 for the first day of each and every month, and with administrative and other fees, totals \$12,729.83 per month. The Whitefish Landlord also receives royalties at a rate of \$0.0025/L pursuant to the Whitefish Lease.

iii. Couchiching Location

51. The Couchiching Location is a partially-constructed facility.

52. The Couchiching Location is neither an asset nor a property of the OTE Group, but is effectively a trespass on Reserve that was constructed to partial completion on Glenn Page's instruction without any lease or written contract of any kind between parties. Details involving the Couchiching Location and the litigation around it are included later under the Claybar Claim section of this Affidavit (term as defined below). At this time, the OTE Group does not intend to proceed with its construction as no feasibility study over the location was ever completed.

vi. US Lease Guarantee

53. As referenced in the Page Claim, OTE LP guaranteed a US lease in respect of premises out of which OTE USA operates (the "**US Lease**"). A copy of the commercial lease application of OTE USA signed by Brian Page for its premises is attached hereto at **Exhibit "L"**. I have not been able to locate an executed copy of the US Lease or associated guarantee.

54. At the time of execution of the commercial lease application, Brian Page was not authorized to sign on behalf of OTE LP. The US Lease relates to the municipal address of 200-1504 Grand River Avenue, East Lansing, Michigan in the United States.

55. As noted in the Page Claim (term as defined herein), OTE LP disputes that the guarantee was obtained legitimately and, accordingly, whether it is enforceable. Furthermore, the Page Claim alleges that OTE USA had been purchasing and reselling bulk fuel to OTE LP at a profit, and has been charging OTE LP U.S. excise taxes, despite OTE LP holding an exempt status at-law. These issues continue to be the subject of ongoing litigation.

C. Employees

56. An overview of the OTE Group's employees located across certain of their premises is as follows:

Function	Location	Address	Leased/Owned	Number of Employees
Head Office	Six Nations of the Grand River Territory of Tyendinaga, ON	7273 Indian Line, Scotland, Ontario	Leased from related party	13
Six Nations Blending Location	Six Nations of the Grand River Territory, ON	7273 Indian Line, Scotland, Ontario	Leased from related party	17
Tyendinaga Blending Location	Tyendinaga Mohawks of Bay of Quinte of Shannonville, ON	184 Industrial Park Rd., Shannonville, Ontario	Leased from unrelated party	14
Whitefish Blending Location	Atikameksheng Anishnawbek Territory of Naughton, ON	Lots 13, 14 and 15 of Business Park Road, Chi-Zhiingwaak Business Park in Naughton, Ontario	Leased from unrelated party	15

57. Across all the locations, the Applicants have 58 employees and 1 part-time employee; 1 employee has been laid off.

58. The OTE Group’s employees are not unionized. Hourly employees are paid weekly, one week in arrears. Payments to hourly employees are current based on the payroll schedule. Salaried employees are paid weekly, one week in arrears.

59. The Applicants’ employees do not benefit from a company-backed pension plan, are not represented by a union and are not subject to a collective bargaining agreement. All the employees are residents of the First Nations communities they work in.

D. Licenses

i. Fuel Licenses

60. Pursuant to the *Fuel Tax Act*, R.S.O. 1990, c. F. 35, OTE LP holds the following licenses (the “**Fuel Licenses**”):

- (a) An exporter license (the “**Exporter License**”) from the MOF. The Exporter License was most recently issued on November 1, 2022. Attached hereto and marked as **Exhibit “M”** is a copy of the Exporter License.
- (b) An importer license (the “**Importer License**”) from the MOF. The Importer License was issued on November 1, 2022. Attached hereto and marked as **Exhibit “N”** is a copy of the Importer License.

- (c) An interjurisdictional transporter license (the “**IT License**”) from the MOF. The IT License was issued on November 1, 2022. Attached hereto and marked as **Exhibit “O”** is a copy of the IT License.

61. The Fuel Licences permit OTE LP to conduct business as an exporter, importer and interjurisdictional transporter of fuel products within and out of Ontario, respectively.

ii. Gas Licenses

62. Pursuant to the *Gasoline Tax Act*, R.S.O. 1990, c. G. 5, OTE LP holds the following licenses (the “**Gas Licenses**”):

- (a) An importer license (the “**Gas Importer License**”) from the MOF. The Gas Importer License was issued on November 1, 2022. Attached hereto and marked as **Exhibit “P”** is a copy of the Gas Importer License.
- (b) An interjurisdictional transporter license (the “**Gas IT License**”) from the MOF. The Gas IT License was issued on November 1, 2022. Attached hereto and marked as **Exhibit “Q”** is a copy of the Gas IT License.

63. The Gas Licences permit OTE LP to conduct business as an importer and interjurisdictional transporter of gasoline products for the purpose of moving gasoline products in bulk within and out of Ontario.

iii. CBSA

64. As referenced above, on or about December 6, 2022, OTE LP was sent a Notice of Arrears in the amount of \$19,376,773.59 by CRA with payment to be made to the CBSA (the “**Notice of Arrears**”, respectively). A copy of the Notice of Arrears is attached hereto at **Exhibit “R”**.

65. As stated in the Notice of Arrears, failed payment by OTE LP risks further action being taken against OTE LP under the *Customs Act*, RSC 1985, c. 1 (2nd Supp), and the Notice of Arrears is authorized under s. 97.22(1) of the *Customs Act*.

66. The Proposed Monitor continues to work with the OTE Group to understand the Notice of Arrears and any potential liability associated with it.

E. Cash Management System

67. The Applicants’ cash management system (the “**Cash Management System**”), including the collection, transfer and disbursement of funds, is administered from the Head Office in Ontario, and is as described in the table below. The Applicants hold the following bank accounts, with the following balances as of January 17, 2022:

Account Name	Bank	Transit	Account Number	Balance	Currency
OTE Logistics	003	01144	1008705	40,661.92	CAD
OTE Logistics	003	01144	4001624	5,631.40	USD
Original Traders Energy LP	003	01144	1011436	631,813.70	CAD
Original Traders Energy LP	003	01144	1012798	1,843,677.04	CAD
Original Traders Energy LP	003	01802	1046820	5,950,180.58	CAD
Original Traders Energy LP	003	01144	4001640	47,759.58	USD

68. In connection with the CCAA proceedings, the Applicants are seeking authority to continue to operate the Cash Management System. The continued operation of the Cash Management System will minimize disruption caused by the CCAA proceedings and avoid the need to negotiate and implement alternative banking protocols. The Cash Management System includes the necessary accounting controls to enable the Applicants and KPMG to trace funds and ensure that all transactions are adequately documented and readily ascertainable.

F. Misconduct Litigation

69. As noted above, the OTE Group’s financial difficulties and insolvency have been, in part, precipitated by the alleged misconduct of past executives and employees. This potential misconduct has resulted in an informational crisis suffered by the OTE Group, and raised suspicion over potentially preferential related party dealings. Litigation has already commenced in Ontario and another U.S. jurisdiction (claim currently under seal) to pursue damages stemming from the OTE Group’s claims against such defendants. I have therefore executed a second Affidavit sworn January 27, 2023 (the “**Second Hill Affidavit**”), which contains the second sealed action, for use and review by this Court in these CCAA proceedings. I have instructed my counsel to seek a sealing order from this Court as the Second Hill Affidavit contains material which is subject to a Court-ordered seal in a U.S. jurisdiction.

a. Ontario Litigation

70. Via statement of claim issued on October 12, 2022 under Court File No. CV-22-00688572-0000, OTE GP, OTE LP, OTE Logistics LP, myself and Miles Hill commenced an action (the “**Page Claim**”) against Glenn Page (“**Page**”) and 23 other defendants for various damages, including unjust enrichment, fraud, breach of fiduciary duty, breach of statutory duty and breach of contract. A copy of the Page Claim is attached hereto and marked as **Exhibit “S”**.

71. Terms used herein but not defined are as used within the Page Claim.

72. As set out in the Page Claim, the named defendants include:

- (a) Glenn Page;
- (b) Mandy Cox (“**Cox**”), Glenn Page’s spouse who was employed by, *inter alia*, OTE Logistics and OTE LP, and was also promoted by Glenn Page to the position of office manager;
- (c) Brian Page (“**Brian Page**”) who was employed as a contract worker by OTE Logistics and/or OTE LP in the role of Vice-President at OTE Logistics, and is Glenn Page’s brother; and
- (d) Kellie Hodgins, a.k.a. Kelly Hodgen or Kellie Hodgen (“**Hodgins**”) who was employed by OTE LP and OTE Logistics as director of finance.

73. Certain of the other defendants listed in the Page claim include corporations controlled by Page, Cox, or Brian Page, variously.

74. As detailed in the Page Claim, the plaintiffs allege, among other things, that the defendants misappropriated millions of dollars of the OTE Group’s funds. The Page Claim includes the following allegations, among others:

- (a) In 2021, Page and Cox purchased, through a corporate entity, a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can" (the “**Italian Yacht**”), using funds wire transferred from OTE LP’s account, and caused OTE Logistics LP to guarantee a chattel mortgage secured by the vessel. A copy of the allegedly fraudulent full liability guarantee executed by Brian Page on July 21, 2021, who inappropriately represented himself as “director” of Gen 7 Fuel Management Services LP on both signing

blocks, guarantees the chattel mortgage secured by the Italian Yacht, is attached hereto at **Exhibit "T"**, along with a transcript of registry under official number 844825 which provides confirmation of the chattel mortgage registered on July 27, 2021;

- (b) Brian Page posed as a director and officer of OTE LP and OTE Logistics to facilitate concealed dealings with third parties;
- (c) Glenn Page and Brian Page provided a fraudulent directors' resolution of OTE Logistics authorizing its guarantee of debts in respect of the purchase of the Italian Yacht. A copy of this allegedly fraudulent directors' resolution is attached at the prior Exhibit;
- (d) Unauthorized loans were issued for the construction of Gen 7 Stations, which were controlled and managed by Page and Cox;
- (e) The OTE Group was financially harmed when appropriate fuel tax was not charged, for which the OTE Group may now face regulatory and taxation liability;
- (f) Glenn Page used OTE LP funds and credit for other construction, in an amount exceeding \$15,000,000; and
- (g) OTE LP's funds and credit has been used to establish and operate certain other entities owned by Glenn Page and related parties.

75. As a result of the above alleged misconduct, no accounting or proper financial information has ever been received concerning these transactions, operations, ownership structure and business affairs. Furthermore, to the best of my knowledge, the OTE Group has never received any payment, distribution of profit, or return of misappropriated funds from any of the defendants.

76. The OTE Group intends to continue to aggressively pursue the existing and ongoing litigation against all defendants named in the Page Claim, including recommencement of the claim in the other jurisdiction, which also has pre-trial asset garnishment procedures. Certain of these defendants may be liable for millions of dollars in missing tax collected but not presently remitted to both the MOF and CRA.

G. Communications with the MOF and the Zurich Bond Issues

77. As of November 1, 2022, OTE LP was in default of its July, August and September 2022 fuel and gas filings and owed the following amounts to MOF (inclusive of penalty and interest):

- (a) Gas Licenses: \$27,856,055.71; and
- (b) Fuel Licenses: \$6,885,045.70.

78. The OTE Group and the Proposed Monitor continue to work together to understand what unfolded to lead to the potential license expiry issue with the MOF. The MOF has also provided the OTE Group with a summary of interactions between the MOF and OTE LP through Glenn Page from December 1, 2021 to July 29, 2022, a copy of which is attached hereto at **Exhibit “U”**.

79. Per correspondence dated November 1, 2022 from the MOF to the Applicants (attached hereto at **Exhibit “V”**), the MOF advised OTE LP that it was prepared to issue time-limited permits to December 31, 2022, as seen in the above Exhibits, upon fulfilment of certain conditional requirements, including, *inter alia*:

- (a) Weekly status meetings with the ministry to provide updates on OTE’s finances;
- (b) Filing of certain outstanding fuel and gas returns;
- (c) Making certain weekly payments; and
- (d) Providing current financial statements and a formal payment plan arrangement.

80. As at the date of this affidavit, OTE LP has since filed and remitted gas and fuel taxes for the months of October to December of 2022. Returns for July, August and September of 2022 were filed without payment, with the acknowledgement (but not waiver) of the MOF. OTE LP has begun paying taxes for October of 2022, and December of 2022 taxes have also been paid to date. Further details on this are outlined in the pre-filing report of KPMG.

81. On or about December 6, 2022, the OTE Group received a security cancellation notice from the MOF advising that, on December 2, 2022, the MOF had received a 60 day cancellation notice (the **“Security Cancellation Notice”**) from Zurich Insurance Company Ltd. (**“Zurich”**) in respect of Surety Bond No. 6350832 worth \$2,000,000 (the **“Zurich Bond”**). Zurich had originally issued the Zurich Bond to serve as security for the amounts owing to the MOF in connection with the Gas Licenses and Fuel Licenses. The Security Cancellation Notice stated that replacement security must be put in place by January 30, 2023 (the **“Security Deadline”**). A copy of both the Security Cancellation Notice and the Zurich Bond are attached hereto to this Affidavit at **Exhibit “W”**.

82. After various discussions, on or about December 22, 2022, the MOF informed the relevant Applicants that conditional time-limited permits would be granted for the Gas Licenses and the Fuel Licenses until January 31, 2023. A copy of this correspondence from the MOF is attached hereto at **Exhibit “X”**.

83. Despite the Security Cancellation Notice, the Applicants continued to work extensively to ensure that the Zurich Bond would be reinstated. On or about January 24, 2023, Zurich confirmed via email to the Applicants that a standard reinstatement notice would be provided to the MOF to satisfy the Security Deadline. The Applicants provided this confirmation to the MOF on the same day, and a copy of Zurich’s email confirming the reinstatement of the Zurich Bond along with confirmation to the MOF is attached hereto at **Exhibit “Y”**.

84. Despite these meetings, and despite providing the MOF with a copy of the reinstated email confirmation from Zurich, later on the same day of January 24, 2023, the MOF called on and redeemed the Zurich Bond and provided the Applicants with confirmation via email for the amount of \$2,000,000 (the **“Redemption Email”**). A copy of this Redemption Email is attached hereto at **Exhibit “Z”**.

85. The MOF has since advised the Proposed Monitor and the Applicants via email correspondence on January 26, 2023, that the Gas Licenses and the Fuel Licenses could be potentially extended to March 31, 2023, with the discretion of the MOF to suspend or cancel the Gas Licenses at any time, pending the below:

- (a) The Applicants’ intention to provide security of \$2,000,000 to the MOF as cash security, in the following installments:
 - (i) The first installment of \$500,000 delivered no later than the latter of January 30, 2023 or a rescheduled date obtaining Court approval of the CCAA application of the Applicants, with that date to be no later than the week of January 30 to February 3rd, 2023; and
 - (ii) The second installment of \$1,500,000 delivered no later than February 21, 2023 upon obtaining Court approval of the extension of the CCAA application of the Applicants; and
- (b) The above security is not to be redeemed for any tax owing by the relevant Applicants for periods prior to the date of providing the security;

86. Details on the above plan continue to be negotiated with the MOF. In light of the urgency of requiring the Gas Licenses and the Fuel Licenses, and the reality that the MOF retains a discretionary power to revoke the Gas Licences and the Fuel Licences, the Applicants are seeking certain relief in the Initial Order to stay the revocation of the Gas Licenses and the Fuel Licenses during these CCAA proceedings. I have been advised by my counsel and understand that, pursuant to the *Fuel Tax Act* and the *Gasoline Tax Act*, without the Gas Licenses and the Fuel Licenses, the OTE Group will no longer be able to, *inter alia*:

- (a) bring or cause to be brought into Ontario gasoline in bulk, aviation fuel in bulk or propane in bulk;
- (b) act as an interjurisdictional transporter;
- (c) bring or cause fuel in bulk to be brought into Ontario; and
- (d) take or cause to be taken fuel in bulk out of Ontario.

87. I have further been advised by my counsel and understand that OTE Group may incur significant penalty fines and may be found guilty of offences under both statutes cited above, should it continue to operate without the extension of the Gas Licenses and the Fuel Licenses. I believe that, absent the Stay of Proceedings (defined below), the MOF could discretionarily terminate the Gas Licenses and the Fuel Licenses, or alternately impose other conditions for renewal, which may result in the OTE Group losing its ability to conduct business with its customers in Ontario. Without the Gas Licenses and the Fuel Licenses, the Applicants are likely to lose their vital revenue streams.

88. A revocation of the Gas Licenses and Fuel Licenses would functionally halt the OTE Group's entire business operation, and would pose a significant impediment to its restructuring. As a result, as part of the draft Initial Order, the OTE Group is seeking to stay the MOF from, among other things, terminating the Gas Licenses and the Fuel Licenses such that both the Gas Licenses and the Fuel Licenses remain in force during the CCAA proceedings, subject to the ongoing fulfillment of filing and payment obligations arising after the date of the Initial Order, should this Court grant the order sought.

IV. FINANCIAL POSITION

89. The viability of the Applicants' business operations is highly dependent on fuel and gasoline blending and commodity pricing. By the end of 2022, OTE GP had an average daily fuel sales volume of

2 million litres. However, despite these significant sales, I noticed potential irregularities in the financial reporting of OTE LP and OTE Logistics LP from in or about late 2019.

90. OTE GP's fiscal year end is December 31. The OTE Group's unaudited financial statements were prepared as at and for the years ending December 31, 2019 and December 31, 2020 for both OTE GP and OTE LP. Attached hereto and marked collectively as **Exhibit "AA"** are OTE Group's Unaudited Consolidated Financial Statements and Management's Discussion and Analysis for the fiscal year ended 2020 and 2019 (the "**2019-2020 YE Financial Statements**").

91. Despite the above, I verily believe that the 2019-2020 YE Financial Statements, which represent both OTE GP and OTE LP's financial status in 2019 and 2020, are likely misleading and incorrect. Due to the purported misconduct and self-dealing of certain employees and C-Suite executives of the OTE Group, as alleged in the Page Claim:

- (a) Company funds may have been pilfered and used both directly and indirectly to pay for inappropriate expenses for certain of the defendants, including personal luxury travel and property, including the Italian Yacht;
- (b) Certain financial statements for OTE LP may have been forged, and OTE GP, OTE LP and OTE Logistics have not prepared financial statements since December 31, 2020 as a result of certain of the defendants' actions;
- (c) Certain other retail gas station businesses located on First Nation Reserves in Ontario (collectively, the "**Gen7 Stations**") controlled by certain of the defendants had been given preferred pricing for fuel and gasoline at the expense of the OTE Group, with certain of the Gen7 Station owners not being aware that the pricing was at a loss to the OTE Group, and with the financing of these Gen7 stations also in question, as noted above; and
- (d) The outstanding accounts receivable from Gen7 Stations to OTE Group remain unpaid. The OTE Group continues to work with the Proposed Monitor to determine the amount of these liabilities.

92. Other than the 2019-2020 YE unaudited Financial Statements, the OTE Group has had no further access to books and records to analyze financial data due to the alleged misconduct claims detailed in the Page Claim (as defined below). In part, the OTE Group's need for the protection of these CCAA proceedings is, in part, prompted by the need for additional time to understand the OTE Group's assets,

liabilities and other financial information with more clarity and to reconstruct the missing books and records, to the extent possible, as detailed below. As of this date, I understand that the OTE Group has limited access to financial records for OTE LP, and no access to any financial records for OTE Logistics.

93. In reality, the OTE Group likely has significant liabilities with functionally no books and records, and I anticipate that a number of creditors will shortly demand payment, sue or threaten to sue the Applicants. As stated above, allegations of misconduct against Glenn Page, former president of OTE GP, which are detailed further below, have, in part, precipitated the OTE Group's need for protection under the CCAA.

94. In light of the limited information available about the financial status of the OTE Group, on or about October 4, 2022, KPMG was retained by OTE GP to act as financial advisor for the purposes of advising on a potential restructuring. As further described herein, KPMG has assisted the OTE Group in certain restructuring and cost-reducing steps prior to entering this CCAA proceeding.

95. KPMG has also been working with OTE to understand the company's estimated assets and liabilities. Based on the available information, it appears the OTE is balance sheet insolvent. A summary of this analysis, as is further reflected by KPMG in its pre-filing report, is provided below.

A. Liabilities

96. Assets and liabilities of the OTE Group, as estimated by the Proposed Monitor, are as follows:

Original Traders Energy	
Estimated assets and liabilities	
In C\$; unaudited	Total
Assets	
Cash	9,000,000
Accounts receivables	13,935,581
U.S. excise duty refunds	34,588,346
Fixed assets and equipment	10,000,000
Total Assets	67,523,927
Liabilities	
Royal Bank of Canada	4,499,428
Accounts payable	12,665,510
Ministry of Finance obligations	38,050,958
Canada Revenue Agency obligations	TBD
Canada Border Services Agency obligations	19,376,773
Export Development Canada claim	1,000,000
Potential litigation claims	15,800,000
Total Liabilities	91,392,669

i. PPSA Registrations

97. Attached hereto and marked as **Exhibit “BB”** are true copies of the Personal Property Registry search results for each of the Applicants for Ontario (collectively the “**PPSA Searches**”), including search results against prior names of the Applicants, where applicable.

98. Attached hereto and marked as **Exhibit “CC”** is a summary of the PPSA Searches for each of the Applicants, including all prior names of each Applicant, where applicable.

99. The OTE Group’s secured debt relates primarily to, *inter alia*: (a) liability to the Royal Bank of Canada (“**RBC**”); and (b) liability to secured lessors for various equipment leases. The following parties hold registrations under the *Personal Property Security Act* (“**PPSA**”) against the OTE Group, in no particular order:

(a) **OTE GP: RBC;**

(b) **OTE LP: RBC;**

- (c) **249:** Transcourt Inc.; Essex Lease Financial Corporation; VFS Canada Inc.; RBC; OTE LP; OTE GP; and
- (d) **OTE Logistics:** Essex Lease Financial Corporation; CWB National Leasing Inc.; RBC; OTE LP; and OTE GP.

100. Transcourt Inc., VFS Canada Inc. and Meridian Onecap Credit Corp. also hold PPSA registrations against the prior name of OTE Logistics.

a. Royal Bank of Canada

101. OTE LP, as borrower, entered into the following loan agreement dated April 27, 2021, as amended on July 6, 2021, and on September 22, 2021, and as further amended on February 2, 2022 (the “**RBC Loan Agreement**”, as may be further amended, modified or restated) with RBC, as lender, for:

- (a) a \$3,000,000 revolving demand facility, consisting of: (i) RBP based loans with interest rates of RBP + 1.5% revolving in increments of \$5,000.00; (ii) RBUSBR based loans in US currency with interest rates of RBUSBR + 1.50% revolving in increments of \$5,000.00 USD; and (iii) letters of guarantee in CAD or USD;
- (b) a \$1,375,000 revolving demand facility by way of letters of guarantee in CAD or USD; and
- (c) a \$5,000,000.00 revolving lease line of credit by way of certain leases; and
- (d) certain other facilities, including a credit card to a maximum amount of \$30,000 and certain foreign exchange forward contracts.

102. Gen7 Fuel Management Services LP, a prior name of OTE Logistics, entered into the following loan agreement dated September 22, 2021 (the “**Second RBC Loan Agreement**” and with the RBC Loan Agreement, the “**RBC Loan Agreements**”, as may be further amended, modified or restated) with RBC as lender, for:

- (a) A \$200,000.00 revolving demand facility, consisting of RBP-based loans revolving in increments of \$5,000.00 at an interest rate of RBP + 1.5%;
- (b) A \$2,000,000.00 revolving lease line of credit by way of leases (the “**Leases**”); and

- (c) A credit card facility to the maximum amount of \$50,000.00.
103. All of the above facilities across all the RBC Loan Agreements are repayable on demand.
104. A copy of the RBC Loan Agreements are attached hereto at **Exhibit “DD”**.
105. As security for the RBC Loan Agreement, the following documents were executed (the “**RBC Security**”):
- (a) General Security Agreement dated August 4, 2021 by Gen7 Fuel Management Services LP (a prior name of OTE Logistics LP) in favour of RBC;
 - (b) General Security Agreement dated April 18, 2018 by OTE LP in favour of RBC;
 - (c) Assignment of Insurance dated October 15, 2021 by OTE LP in favour of RBC;
 - (d) Guarantee in the amount of \$1,500,000 dated August 4, 2021 by OTE LP regarding the obligations of Gen7;
 - (e) Guarantee in the amount of \$3,750,000 dated October 4, 2021 by OTE LP regarding the obligations of Gen7;
 - (f) Guarantee in the amount of \$9,505,000 dated October 4, 2021 by Gen7 regarding the obligations of OTE LP;
 - (g) Landlord Waiver and Consent dated October 17, 2021 regarding the property known municipally as 180 Industrial Park Drive., Shannonville, Ontario K0K 3A0;
 - (h) Master Lease Agreement dated October 7, 2021 between RBC, as lessor, and Original Traders Energy LP, as lessee, as amended by various amending agreements; and
 - (i) Master Lease Agreement dated October 26, 2021 between RBC, as lessor, and Gen7 Fuel Management Services LP (a prior name of OTE Logistics LP), as lessee, as amended by various amending agreements.
106. Attached hereto and marked as **Exhibit “EE”** are copies of the RBC Security.
107. In addition, an account performance security guarantee certificate was executed by the Export Development Canada (“**EDC**”) to RBC on May 6, 2022 in the maximum aggregate liability amount of

\$2,000,000 USD for OTE LP as customer and with OTE USA as affiliate for the period of May 6, 2022 to May 31, 2023 (the “**EDC Performance Guarantee**”). A copy of the EDC Performance Guarantee is attached hereto and marked as **Exhibit “FF”**.

108. As stated in the EDC Performance Guarantee, OTE USA is indicated to be a wholly-owned subsidiary of OTE LP. OTE USA eventually became a beneficiary of the RBC Loan Agreement. The OTE USA Facility is in the amount of \$1,000,000 offered by way of letter of credit by RBC to OTE LP under Standby Letter of Credit No. SLC2527026T, a copy of which is attached hereto at **Exhibit “GG”**, which became subject to the EDC Performance Guarantee. The purpose of the OTE USA Facility was to secure the purchase of petroleum and to support an LC provided to Marathon Petroleum Company (“**Marathon**”). The OTE USA Facility provides security to Marathon who provided petroleum to certain of the OTE Group for fuel blending operations.

109. Glenn Page on behalf of OTE USA provided RBC with documents regarding the beneficial owners of both OTE USA and OT Energy Inc., a Michigan corporation (the “**Beneficial Ownership Certification Documents**”). Copies of the Beneficial Ownership Certification Documents are attached hereto at **Exhibit “HH”**.

110. On or about November 3, 2022, demand was made under the OTE USA Facility by Marathon for \$1,000,000 USD. A copy of this demand is attached hereto at **Exhibit “II”**. Furthermore, I understand that on or about November 7, 2022, EDC received a claim application from RBC under the EDC Performance Guarantee due to the call on the LC by Marathon. A copy of correspondence from EDC referencing this EDC claim is attached hereto and marked as **Exhibit “JJ”**.

111. On or about November 8, 2022, counsel for both OTE LP and OTE Logistics wrote to Marathon, *inter alia*, to advise Marathon that Glenn Page, Brian Page, Cox and Hodgins had no authority effective July 18, 2022 to act on behalf of OTE LP or OTE Logistics, and that, as cited in the Page Claim, “the defendants obtained such letter of credit under false pretenses”. A copy of this letter is attached hereto and marked as **Exhibit “KK”**.

112. Counsel for the OTE Group have been in communication with counsel for RBC in anticipation of this CCAA proceeding. I understand from my counsel’s communications with RBC that as of January 19, 2023, the following indebtedness is owed to RBC under the RBC Loan Agreements (collectively, the “**RBC Indebtedness**”), for a total amount of \$4,558,280.88 in principal and interest (broken down below), exclusive of amounts which are or are to become owing for RBC’s uncapitalized fees, costs, professional and legal fees which accrue interest at the rates set out in the RBC Loan Agreements:

- (a) Original Traders Energy LP – Revolving Lease Facility - \$3,453,323.10;
- (b) Original Traders Energy LP – Visa Facility - \$22,570.68;
- (c) OTE Logistics LP – Revolving Lease Facility - \$1,046,105.10; and
- (d) OTE Logistics LP – Visa Facility - \$36,282.00.

113. On or about January 26, 2023, OTE LP and OTE Logistics entered into a forbearance agreement with RBC (the “**RBC Forbearance Agreement**”). Under the RBC Forbearance Agreement, both OTE LP and OTE Logistics have covenanted with RBC that, in exchange for RBC forbearing their rights under the Security during the CCAA proceedings (or the occurrence of an Intervening Event, as defined within the RBC Forbearance Agreement):

- (a) RBC shall enjoy the benefit of their Security during the relevant borrowers’ anticipated CCAA proceedings such that no charge shall be granted in priority to the Security within the Initial Order or during the pendency of these CCAA proceedings, without the written consent of RBC;
- (b) the Stay Period contemplated by the Initial Order or during the pendency of the CCAA proceedings shall not apply RBC; and
- (c) RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

114. I anticipate that without the relief granted pursuant to the draft Initial Order, RBC is likely to demand on the RBC Loan Agreement, due to the outstanding amounts owing under the RBC Loans.

ii. Lease Obligations

Personal Property Leases

115. As seen in the summary of the Applicants’ PPSA registrations at Exhibit CC, due to the need for petroleum supply equipment in the Fuel Industry, the Applicants are subject to a significant number of personal property leases (the “**Equipment Leases**”) which are the subject of vehicle registrations (the “**Vehicle Registrations**”). A copy of a chart summarizing the Vehicle Registrations is also attached hereto at **Exhibit “LL”**.

116. Copies of the majority of the key Equipment Leases are also attached hereto at **Exhibit “MM”**. Many of the Equipment Leases are subject to acceleration terms upon failed payment, which may trigger events of default.

117. As of the date of this Affidavit, none of the Equipment Leases are in default. However, I anticipate that without the protection of the draft Order and these anticipated CCAA proceedings, many of these Equipment Leases could become subject to acceleration due to defaults, which could trigger millions of dollars in liability to the relevant Applicants.

iii. Unsecured Liabilities

a. Suppliers

Suppliers

118. The OTE Group transacts with various suppliers to purchase gas and fuel (the “**Commodity Suppliers**”). The OTE Group traditionally purchases from large suppliers in the United States based on forecasted consumption figures. These commodity and volume forecasts are developed using historical data and current market conditions.

119. The OTE Group’s present portfolio and forecasts are tested internally against multiple scenarios to estimate a range of revenue and supply outcomes. Scenarios are constructed using historical consumption, weather, load and price patterns for known and expected market changes.

120. The agreements that govern the relationships between the Commodity Suppliers and the OTE Group are critical to the delivery of gas and fuel to the OTE Group’s customers. Absent these agreements, the OTE Group would be unable to supply gas and fuel to the First Nations locations that it services. As discussed below and in the pre-filing report of the Proposed Monitor, the draft Initial Order sought by the Applicants seeks to authorize payment to certain of these Commodity Suppliers if, with the consent of the Monitor and the OTE Group, the Commodity Supplier is critical to the business and operations of the relevant Applicant.

b. Notes Receivable

121. According to the Financial Statements, as of the current date, there were notes receivables from the following entities or persons: J. Maracle, Walpole, Gen7 Hiawatha, Gen7 Quebec Expansion, Gen7 Melbourne, and Gen7 Tyendinaga. I am currently working with the Proposed Monitor to investigate the

contents of, copies of and details surrounding these promissory notes receivables (the “**Notes Receivables Agreements**”).

c. Notes Payables

122. According to the Financial Statements, as of the current date, there were notes payables from the following entities or persons: Miles Hill, myself, 2584861 Ontario Inc. and 2658658 Ontario Inc. I am currently working with the Proposed Monitor to investigate the contents of, copies of and details surrounding these promissory notes payable (the “**Notes Payable Agreements**”).

iv. CRA Liabilities

123. OTE LP is currently subject to an ongoing audit by CRA. In addition to anticipating correspondence from CRA relating to the results of the audit, the Proposed Monitor continues to review the Applicants’ books and records (such as they exist) to assess outstanding liabilities to CRA, including for excise tax, carbon tax, customs duties, GST/HST, and/or source deductions, in addition to assessing whether refunds may be payable for certain of these categories

124. The relief sought within the Initial Order will enable the Applicants to have the assistance of the Proposed Monitor to determine these amounts.

vii. Additional Litigation

125. Beyond the Page Claim, the OTE Group has other outstanding litigation matters by which it is presently impacted, which are summarized below.

a. Fuel Supply Agreement Issues

126. The Page Claim details specific issues regarding alleged breaches of contract that have negatively impacted the business dealings of the OTE Group. Capitalized terms used within this section but undefined are as used within the Page Claim.

127. As discussed above and herein, as a fuel blender and distributor, OTE LP sourced bulk fuel from different suppliers, including suppliers from the United States. OTE LP would then have the bulk fuel transported from the United States to locations in Canada before processing and delivering to customers. OTE LP relies on several shipping companies and logistics providers to transport the bulk fuel from the United States to Canada. One such logistics company is Consolidated Logistics Inc. (“**CLP**”).

128. In respect of some, but not all of the fuel imported from the United States, OTE LP operated through OTE USA, at the behest of Glenn Page. As discussed above, OTE USA is not an applicant in these CCAA proceedings, but is a defendant to the Page Claim.

129. There are significant allegations and damages claimed against OTE USA in the Page Claim, which include, *inter alia*:

- (a) OTE USA is not in fact a wholly-owned subsidiary of OTE LP;
- (b) OTE USA had been purchasing and reselling bulk fuel to OTE LP at a profit, and had been charging OTE LP U.S. excise taxes, despite its exempt status, as generally speaking, undyed diesel and gasoline purchased in the United States and exported to Canada is eligible for a refund of excise taxes. I am aware that refunds were claimed for both United States federal and State of Michigan taxes paid on diesel and gasoline exported to Canada. I understand, pursuant to the Page Claim allegations, that OTE USA did not give OTE LP the benefit of these appropriate exemptions for taxes; and
- (c) OTE LP's funds and credit were used to establish, among other corporate entities, OTE USA inappropriately.

130. OTE USA purchased fuel from a U.S. supplier and arranged for its delivery to Canada through OTE LP's shipping and logistics providers. However, as alleged in the Page Claim, Glenn Page secretly caused OTE LP and OTE USA to enter into a fuel supply agreement dated May 1, 2022, that governed this arrangement on terms he directed (the "**Fuel Supply Agreement**"). A copy of the Fuel Supply Agreement is attached hereto to this Affidavit at **Exhibit "NN"**.

131. To the best of my knowledge, OTE LP and OTE USA operated in accordance with the terms of that Fuel Supply Agreement, despite the fact that the operations of both companies were facilitated in a manner contrary to the parties' agreements and reasonable expectations.

132. However, as noted in the Page Claim, in July and August of 2022, OTE LP directly purchased fuel volumes sufficient to fill 12 rail tank cars, and nominated and paid for fuel volumes sufficient to fill 27 rail tank cars from Marathon through OTE USA (the "**Undelivered Cars and Fuel**").

133. The Undelivered Cars and Fuel were transported from Ohio and Michigan to CLI's rail yard located in Sudbury, Ontario. CLI and OTE had previously entered into an operating agreement dated

December 15, 2021 (the “**CLI Operating Agreement**”), a copy of which is attached to this Affidavit at **Exhibit “OO”**.

134. As of September 15, 2022, each of the 39 Undelivered Cars and Fuel had crossed the US border and arrived at the Sudbury rail yard. A list of the 39 rail cars at issue is attached hereto at **Exhibit “PP”**.

135. On or about September 25, 2022, via email, CLI also informally demanded payment of outstanding invoices (INV011628 and INV011767) owing as of the end of August, 2022 for the total balance of \$523,796.96 by OTE LP. A copy of this email along with the two invoices is attached hereto at **Exhibit “QQ”**.

136. While the Undelivered Cars and Fuel were eventually released to the OTE Group, on or about January 19, 2023, OTE USA filed an American complaint against OTE LP in the United States District Court Eastern District of Michigan under Case no. 2:23-cv-10152-GCS-DRG (the “**US Claim**”) regarding the payment of fuel under, *inter alia*, the Fuel Supply Agreement. A copy of the US Claim is attached hereto to this Affidavit at **Exhibit “RR”**. OTE LP intends to defend itself against this complaint after restructuring.

137. The Applicants also are aware of other ongoing disputes with suppliers over the alleged actions of OTE USA, and anticipates that additional litigation may arise in the future on these matters.

b. Claybar Claim

138. Claybar Contracting Inc. (“**Claybar**”) is a fuel station construction company which has constructed certain retail gas stations located on First Nation Reserves in Ontario. As alleged in the Page Claim, Claybar’s accounts were “secretly arranged to have [been] paid by OTE LP” (para 72).

139. Due to alleged outstanding construction fees, on or about November 4, 2022, Claybar initiated a Statement of Claim against OTE LP and certain other defendants (the “**Claybar Claim**”) under Court File No. CV-22-00080049-0000. A copy of the Claybar Claim is attached hereto at **Exhibit “SS”**. The Claybar Claim also includes allegations relating to the Couchiching Blending Location and issues with its construction.

c. McDougall Claim

140. On or about September 20, 2022, McDougall Energy Inc. (“**McDougall**”) filed a Statement of Claim against OTE GP, OTE LP and certain other defendants (the “**McDougall Claim**”) under Court File No. CV-22-00029009-000. A copy of the McDougall Claim is attached hereto at **Exhibit “TT”**.

141. As stated in the McDougall Claim, at a date unknown to McDougall, OTE GP and OTE LP entered into an agreement to supply petroleum products to certain of the defendants allegedly in violation of another exclusive supply agreement between the Plaintiff and certain of the defendants.

d. Employee Claims

142. The OTE Group has received a claim from a former employee, relating to employment issues, and anticipates that further issues from other employees may arise in the short term. While the latter claim has been settled, payment has not yet been made due to the OTE Group’s proposed potential restructuring. A copy of this claim is attached hereto at **Exhibit “UU”**.

143. Post-restructuring, the OTE Group intends to defend against the above existing litigation, other than the employee claim. The OTE Group seeks an order staying all claims against the OTE Group during the CCAA proceedings in order to stabilize the business and to avoid the immediate need for management to deal with these disputes while it attempts to gain control and stability within its business and focus on the possibility of a restructuring.

B. Cash Flow Forecast

144. Attached hereto and marked as **Exhibit “VV”** is a projected 13-week cash flow forecast (the “**Cash Flow Forecast**”) of OTE Group. The Cash Flow Forecast was prepared by the Proposed Monitor.

C. Assets

145. The following paragraphs of this Affidavit describe the known assets of the OTE Group. The Proposed Monitor continues to work with the OTE Group to better understand the assets moving forward, given the limited state of the books and records of the OTE Group collectively.

i. Excise Duty Refunds

146. OTE holds a net remittance liability to remit for both Canadian federal and provincial excise gasoline and fuel taxes. OTE has claimed, or is in the process of claiming (or alternately is anticipating

receiving) tax refunds from US taxing authorities in respect of American federal and State of Michigan fuel and excise taxes paid on fuels exported from the State of Michigan to Canada.

147. A copy of a letter detailing a listing of the various excise taxes, including filings already prepared, filings anticipated to be prepared, and refunds received and anticipated to be received, is included hereto at **Exhibit “WW”**. The letter is from UHY Advisors MI, Inc. dated December 16, 2022.

ii. Customer Collections

148. As reflected in the Cash Flow Forecast, the OTE Group also continues to expect to receive ongoing payments from its customers, as it continues to operate through the proposed restructuring period.

VI. CHALLENGES AND LIQUIDITY ISSUES FACED BY THE APPLICANTS

A. Strategic Initiatives

149. As a result of the difficulties it has faced, OTE Group, in consultation with KPMG, pursued a number of strategic initiatives after the course of KPMG’s retainer. To accomplish these initiatives, KPMG, *inter alia*, assisted the OTE Group by:

- (a) Stabilizing the financial function at the Applicants (i.e., financial reporting, forecasting, liquidity management);
- (b) Getting access to and updating the accounting records and related systems (i.e., human resources);
- (c) Working to ensure appropriate controls and processing are in place for more accurate and timely reporting;
- (d) Correcting invoicing processes that have, in the past, incorrectly allowed for the invoicing of lower than prescribed tax rates related to fuel sales;
- (e) Reviewing and assessing product costing; and
- (f) Revising operational structure and related costs.

150. Despite these pricing changes and efforts to improve cash flow, the OTE Group still faces a balance sheet insolvency due to their excess liabilities from which they require creditor protection.

VII. CCAA PROCEEDINGS AND RELIEF SOUGHT

A. Need for CCAA Proceeding

151. As indicated in the Cash Flow Forecast, the Applicants, with the assistance of their legal and financial advisors, have continued their efforts to maintain their liquidity position and to review strategic options to address their financial obligations. The Applicants have instituted measures, as detailed above, to address their constrained cash flow in the past several months.

152. However, without the benefit of a stay of proceedings, the OTE Group will not be able to respond to and address all of the above noted stakeholder issues, including, *inter alia*, enforcement by tax authorities, litigation and anticipated secured and unsecured creditor enforcement proceedings. The Applicants urgently require the protection afforded by the CCAA. The Applicants are unable to make full payment of financial obligations as they come due, including amounts owing to trade creditors, and anticipate significant shortfalls in their ability to pay liabilities owed to the MOF and CRA.

153. The Applicants' business has significant value and plays an important role among the First Nation communities of Southern Ontario. The best method of realization for creditors is through a CCAA process, so that the OTE Group can explore potential restructuring options.

154. In consultation with their advisors, including KPMG, the Applicants have determined that the CCAA process provides the most beneficial regime to preserve the ongoing operation and the Applicants' employment base and maximize value for the OTE Group stakeholders. The main goals of the CCAA process are as follows:

- (a) To stabilize OTE Group's business;
- (b) To provide a forum to understand the quantum of liabilities and claims of the Applicants;
and
- (c) To provide the OTE Group, along with the assistance of KPMG, with the necessary time to explore a plan of compromise or arrangement or other monetization options under the CCAA (a "**Plan**").

155. Without the protection provided by the CCAA, the OTE Group cannot protect its business and assets or consider strategic options and alternatives to effect a restructuring and ensure ongoing operations for the benefit of its stakeholders. The Applicants seek the protection of the CCAA to maintain stability

for their business and to provide breathing room to consider strategic options that may be available to restructure the OTE Group's business. Each relevant Applicants' director has resolved to authorize the within CCAA proceeding.

156. The Applicants are balance sheet insolvent and unable to meet their obligations as they generally become due.

B. Appointment of Monitor

157. The Applicants seek the appointment of KPMG as Monitor of the Applicants in these CCAA proceedings.

158. KPMG is familiar with the operations of the Applicants, as KPMG was previously engaged as a financial advisor to assess the Applicants' strategic alternatives and restructuring initiatives. KPMG has reviewed and assisted in the preparation of the Cash Flow Forecast, and has provided guidance and assistance in the commencement of these CCAA Proceedings. As a result, KPMG has developed critical knowledge about the Applicants, their business operations, financial challenges, strategic initiatives and restructuring efforts to date.

159. KPMG has not acted as the Applicants' auditor and is a licensed insolvency trustee.

160. The additional investigative powers sought for KPMG as Monitor will permit the most efficient identification and realization of the Applicants' assets, including all claims against Glenn Page and those working with him in connection with funds to have been collected and remitted as taxes.

161. KPMG has consented to act as the Monitor, subject to Court approval. A copy of the Consent to Act as Monitor provided by KPMG is attached hereto and marked as **Exhibit "XX"**.

C. No DIP Loan

162. As per the Cash Flow Forecast, the OTE Group will not be seeking a debtor-in-possession loan at this stage to fund the proposed CCAA proceedings, and will instead be relying on its existing cash position and its anticipated cash flow.

163. As a result, the Applicants are not seeking the approval of a debtor-in-possession term sheet or charge within the draft Initial Order.

D. Stay of Proceedings

164. Given the challenges faced by the Applicants described herein, OTE Group requires a stay of proceedings to maintain the *status quo* and to give the Applicants the breathing space they require to advance a restructuring.

165. The proposed Initial Order contemplates a stay of proceedings for a period of 10 days (the “**Stay of Proceedings**”), which I understand is the maximum that can be authorized by a court at the initial application stage under the CCAA.

Regulatory Stay of Proceedings

166. In addition, the Applicants are seeking to have the Stay of Proceedings apply to regulatory bodies (the “**Regulatory Stay of Proceedings**”).

167. In order for the Applicants to continue functioning as a going concern business, they must maintain their Fuel Licenses and Gas Licenses. The MOF has currently agreed to extend the Fuel Licenses and Gas Licenses to March 31, 2023. However, the MOF retains the right to cancel the Fuel Licences and Gas Licences at any time. Without the Fuel Licences and Gas Licences, the OTE Group cannot operate and these CCAA proceedings would be rendered pointless.

168. The Applicants are of the view that the proposed Regulatory Stay of Proceedings is reasonably necessary at this time.

E. Administration Charge

169. It is contemplated that a Court-ordered charge over the Applicants’ Property (as defined in the Initial Order) would be granted in favour of the Monitor, counsel to the Monitor and counsel to the Applicants (the “**Administration Professionals**”), to secure payment of their professional fees and disbursements, whether incurred before or after the date of the Initial Order (the “**Administration Charge**”). In accordance with the RBC Forbearance Agreement, the Administration Charge will be subordinate to the RBC Security.

170. The proposed Administration Charge being sought is for a maximum amount of \$500,000.

171. In preparing the Cash Flow Forecast, the Applicants, in consultation with the Monitor, considered the professional fees forecasted to be incurred on a weekly basis during the cash flow period. Until the week of the Comeback Hearing (Week 2), the Applicants forecast to incur significant professional fees in

connection with the CCAA proceedings, such as preparing for the Comeback Hearing, communicating with employees and stakeholders following the initial filing, and complying with statutory notices, mailings and communications.

172. Accordingly, I believe the quantum of the Administration Charge sought is reasonably necessary at this time to secure the professional fees of the Administration Professionals.

173. All of Administration Professionals have contributed, and will continue to contribute, to the Applicants' restructuring efforts.

174. The Applicants, in consultation with the Monitor, and their respective advisors, will consider whether an increase to the Administration Charge will be required at the Comeback Hearing.

F. Directors' Charge

175. It is contemplated that the Applicants' directors and officers would be granted a priority Court-ordered Directors' Charge on the Applicants' property in priority to all other charges other than the Administration Charge and the RBC Security, up to a maximum amount of \$250,000.

176. The Directors' Charge is intended to address potential claims that may be brought against directors and officers.

177. Details on policy protection over the directors and officers of the OTE Group is further detailed in the pre-filing report of the Proposed Monitor.

178. The Directors' Charge is crucial to the continued involvement of the officers and directors during the CCAA proceeding to provide them with certainty regarding their personal liability.

179. The officers and directors have skills, knowledge and expertise as well as established relationships with various stakeholders that are critical to a successful restructuring.

180. The quantum of the Directors' Charge was developed with the assistance and support of KPMG.

181. The Applicants' ordinary course operations give rise to potential director liability, including payroll and sales tax. The Applicants are of the view that the quantum of the Directors' Charge is reasonably necessary at this time to address circumstances that could lead to potential directors' liability prior to the Comeback Hearing.

F. Critical Suppliers' Relief

182. As discussed above, the Applicants rely on certain Commodity Suppliers in their day-to-day operations. To preserve their business and maintain critical relationships, the Applicants are seeking authorization to pay amounts owing for goods and services supplied to the Applicants prior to the filing date up to a maximum aggregate amount of \$6,375,000. Such payments may only be made if the Applicants and the Monitor consent to the determination that the relevant supplier is critical to the business and operations of the relevant Applicant, or the preservation of the property of the relevant Applicant, such that payment is required to ensure ongoing supply.

G. Relief Sought

183. For the reasons set out herein, the OTE Group respectfully requests this Court grant the Initial Order.

VIII. CONCLUSION

184. The Applicants, with the assistance of their legal and financial advisors, have determined that the proposed CCAA proceedings represent the best available strategy to preserve the Applicants' business operations and to maximize value for OTE Group's stakeholders.

185. The OTE Group is in a very challenging financial position. Should the Gas Licences and Fuel Licences be canceled, the OTE Group faces a cessation of its operations, a potential liquidation of its assets, and the loss of its employees' jobs. The OTE Group requires the breathing space provided by CCAA protection to engage in a dialogue with and among its stakeholders with the goal of preserving its business and maximizing the ongoing value of the business and continuing employment for as many of its employees as is reasonably possible.

186. The granting of the requested Initial Order will maintain the "status quo" and permit an orderly restructuring and analysis of the OTE Group's affairs. The Applicants urgently require the protection of the CCAA in order to ensure that their business operations can continue without interruption.

187. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

SWORN AFFIRMED BEFORE ME over video teleconference this 27th day of January, 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:
Samantha Hans
402DBD39546546A...

DocuSigned by:
Scott Hill
77F3D36A129C418...
SCOTT HILL

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

SAMANTHA HANS (LSO#: 84737H)

TAB 2

**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 March 12, 2023)**

I, Scott Hill of the City of Havana, in the Country of Cuba, 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 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 (the “**Confidential Affidavit**”). I also swore an affidavit dated February 7, 2023 used for the comeback hearing (the “**Comeback Affidavit**”). This affidavit is sworn in addition to the First Hill Affidavit, the Comeback Affidavit and the Confidential Affidavit. 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 an urgent motion by the Applicants for injunctive relief, seeking:

- (a) An order (the “**Injunctive Order**”) substantially in the form of the order attached to the Motion Record which, *inter alia*:
 - (i) Grants an interlocutory injunction restraining Glenn Page (“**Page**”), Mandy Cox (“**Cox**”) and 2658658 Ontario Inc. (“**265**” and with Page and Cox, collectively referred to as 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 from directly or indirectly, by any means whatsoever:
 - (A) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with a seventy foot yacht bearing the name “Cuz We Can” or “Home South” under serial number XAXS7047F122 (the “**Italian Yacht**”, as further described in Schedule “A” to the Injunctive 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;
 - (ii) Requires the Mareva Respondents to prepare and provide to the OTE Group and the Monitor (as defined herein) within thirty (30) business days of the date of service of the Injunctive Order, a sworn statement describing the nature, value, and location of the Italian Yacht, as well as an explanation for where funds used to purchase the Italian Yacht originated from;

- (iii) Declares that Allied Marine, Inc., American Yacht Group LLC and 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**") forthwith freeze and prevent any removal or transfer of the Italian Yacht if held physically by the Boat Brokers;
- (iv) Requires 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 Italian Yacht, including but not limited to: (a) copies of registration or license details; and (b) copies of any location details;
- (v) Declares that the Boat Brokers may only sell or transfer the Italian Yacht upon receipt of express written consent by both the OTE Group and the Monitor, and that any funds received by the Boat Brokers will be held in trust on behalf of the OTE Group; and
- (vi) Awards costs of this motion against the Mareva Respondents on a substantial indemnity basis.

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, as a result of 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 hereto 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 Inc. 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 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: kpmg.com/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html.

10. Following the date of the Initial Order, the OTE Group has continued its business operations in the ordinary course. Since the Initial Order was granted, 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 proceeding, 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, as defined in the Initial Order 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

III. RELIEF SOUGHT

13. The First Hill Affidavit and the Comeback Affidavit provided the primary evidence in support of the vast majority of relief sought in the ARIO. The sections below address issues that are not covered in the First Hill Affidavit or the Comeback Affidavit. This Affidavit also summarizes certain material that was previously provided to this Honourable Court in the Confidential Affidavit. For the benefit of this Honourable Court, certain material that was previously shared in past affidavits are duplicated and explained further herein.

14. Page and Cox authorized the misappropriation of funds which belong to the OTE Group in connection with the acquisition of the Italian Yacht. At least USD \$3,675,687.05 of the OTE Group's funds were used to purchase the Italian Yacht, which is held by a numbered company that Cox and Page are presently directors of.

15. The exact whereabouts of the Italian Yacht are presently unknown, but it is currently listed for sale by the Boat Brokers in Hollywood, Florida, without the permission of the OTE Group, who maintains a security registration over the Italian Yacht.

16. The below evidence establishes a clear purchase history of the Italian Yacht using OTE Group funds, and demonstrates the movement of the Italian Yacht interjurisdictionally throughout North America and the Caribbean islands, including the Bahamas. The OTE Group is extremely concerned, in light of their missing financial records, that other funds of the OTE Group may have been appropriated for the purchase of the Italian Yacht and/or used in its maintenance and movement. The OTE Group requests the urgent assistance of this Honourable Court in seeking the relief set out in the Injunctive Order.

Mareva Respondents

17. Details on the Mareva Respondents are as follows:

- (a) **Page:** Page is an individual residing at 118 Main Street North, Waterdown, Ontario. Until on or about July 14, 2022 (the "**Page Resignation Date**"), and for five years from July 5, 2017 onwards, he was the president of the OTE Group. At all materials times prior to that he was also an officer and director, or *de facto* officer and director, and had complete executive and operational control over OTE, OTE LP, OTE Logistics and their businesses. Page acted at various times as an employee, officer and/or director of various of the OTE Group. Page resigned on the Page Resignation Date when myself and the

majority owners of the OTE Group confronted him about his lack of reporting on business operations, among other concerns. Since his abrupt departure, the OTE Group has been working extensively along with the Monitor to uncover the details of wrongdoings perpetuated during Page's tenure.

- (b) **Cox:** Cox is an individual residing at 118 Main Street North, Waterdown, Ontario. Until on or about late August of 2022, she was employed by, *inter alia*, OTE Logistics and OTE LP. Initially, she was a contract worker, and was later promoted by Page to the position of office manager. Page and Cox are spouses. Cox was hired by Page as an independent contractor from April 2018 to August 2022 and performed marketing functions until she was promoted to an office manager of certain of the OTE Group. As detailed in the Florida Action (as defined herein), it is alleged that Cox conspired with Page to commit misconduct and transfer funds out of the control of the OTE Group.
- (c) **265:** 265 is a corporation incorporated on October 4, 2018 under the *Business Corporations Act* (Ontario). A copy of 265's corporate profile is attached hereto at **Exhibit "B"**. The registered office location of 265 is 2057 Parklane Crescent, Burlington, ON with a business name of "GPMC Holdings", which address is Page's former residence. Cox and Page are the sole directors of 265, and Page also acts as president, secretary and treasurer.

Misconduct Litigation

i. Overview

- 18. A broad timeline setting out the existing misconduct litigation is as follows:
 - (a) Via statement of claim issued on October 12, 2022 under Court File No. CV-22-00688572-0000, OTE GP, OTE LP, OTE Logistics LP, myself and Miles Hill commenced an action (the "**Page Claim**") against Page, Cox and 22 other defendants (the "**Page Claim Defendants**") for various damages, including unjust enrichment, fraud, breach of fiduciary duty, breach of statutory duty and breach of contract. A copy of the Page Claim is attached hereto and marked as **Exhibit "C"**. As detailed in the Page Claim, the defendants misappropriated millions of dollars of the OTE Group's funds. The Page Claim includes the following allegations, among others:

- (i) In 2021, Page and Cox purchased the Italian Yacht through 265 using funds wire transferred from OTE LP's account, and caused OTE Logistics to guarantee a chattel mortgage held by Essex Lease Financial Corporation ("**Essex**"), secured by the Italian Yacht. A copy of the fraudulent full liability guarantee executed on July 21, 2021 over the chattel mortgage, is attached hereto at **Exhibit "D"**, along with a transcript of registry under official number 844825 which provides confirmation of the chattel mortgage registered on July 27, 2021;
- (ii) Brian Page ("**Brian Page**")¹ posed as a director and officer of OTE LP and OTE Logistics to facilitate concealed dealings with third parties;
- (iii) Page and Brian Page provided a fraudulent directors' resolution of OTE Logistics authorizing its guarantee of debts in respect of the purchase of the Italian Yacht. A copy of this allegedly fraudulent directors' resolution is attached at the prior exhibit;
- (iv) Page also provided a full liability guarantee by 249 in favour of Essex, and a directors' resolution authorizing same, apparently both executed by e-signature on July 21, 2021 by Donald Herbert Miles Hill, Director. That is the legal name of my brother, who is usually known as Miles Hill. He has confirmed to me, and provided an affidavit attesting that he did not execute or authorize that guarantee and resolution, and in fact had no knowledge of it until it was provided by our counsel. I understand that the Monitor recently received those documents from Essex in response to an information request.
- (v) As referenced in the Page Claim, OTE LP guaranteed a US lease in respect of premises out of which an entity controlled by Page operates (the "**US Lease**"). A copy of the commercial lease application of the entity signed by Brian Page for its premises is attached hereto at **Exhibit "E"**. I have not been able to locate an executed copy of the US Lease or associated guarantee. At the time of execution of the commercial lease application, Brian Page was not authorized to sign on behalf of OTE LP. The US Lease relates to the municipal address of 200-1504 Grand River Avenue, East Lansing, Michigan in the United States;

- (vi) Unauthorized loans were issued for certain construction projects, which were controlled and managed by Page and Cox;
 - (vii) The OTE Group was financially harmed when appropriate fuel tax was not collected and remitted to taxing authorities, for which the OTE Group may now face regulatory and taxation liability;
 - (viii) Page used OTE LP funds and credit for other construction, in an amount exceeding \$15,000,000; and
 - (ix) OTE LP's funds and credit has been used to establish and operate certain other entities owned by Page and related parties.
- (b) On or about October 18, 2022, OTE LP filed under seal a verified complaint with request for issuance of warrant of maritime attachment pursuant to Federal Supplemental Rule B against the Italian Yacht, in rem, and in personam against Page, Cox and 265 in the United States District Court Southern District of Florida under Case No. 22-81606-CIV-COHN (the "**Florida Action**"). A copy of the Florida Action is attached to this Affidavit at **Exhibit "F"**. A summary of the Florida Action is detailed further herein.
- (c) On or about October 25, 2022, United States District Judge James Cohn ordered and adjudged that the Florida Action be dismissed without prejudice for lack of subject matter jurisdiction to Florida, but ordered that the contents of the case shall remain sealed until further order of the United States District Court Southern District of Florida (the "**Dismissal Order**"). A copy of the Dismissal Order is attached to this Affidavit at **Exhibit "G"**. I understand that the Dismissal Order was due to a legal jurisdictional concern, rather than on the merits of the evidence submitted.
- (d) Counsel to the OTE Group have since received certain Notices of Intent to Defend from various defendants to the Page Claim (collectively, the "**NODs**"). Copies of all NODs received in the Page Claim are attached to this Affidavit at **Exhibit "H"**.

19. After issuance of the Page Claim, there were concerns surrounding the proper preservation of electronic data relevant to the Page Claim. To address such concerns, counsel to the OTE Group sent a

¹ Brian Page's involvement with Page and Cox is set out in further detail in the First Hill Affidavit. Brian Page is listed as a defendant to the Page Claim.

letter to Mr. Schumann (the “**Preservation Letter**”). The Preservation Letter noted the obligation of Page, and any entities under his control, to preserve all data that could be relevant and ensure that the data remained unmodified and accessible. A copy of the Preservation Letter is attached to this Affidavit at **Exhibit “I”**.

The Italian Yacht

20. I understand from the OTE Group’s Canadian and American counsel that the Florida Action contains direct first-hand evidence which illustrates Page, Cox and 265’s misuse of the OTE Group’s funds. A summary of the key evidence included in the Florida Action as it pertains to the Italian Yacht is provided below for the benefit of this Honourable Court, along with additional supporting documents for this Honourable Court’s review. Both the OTE Group and the Monitor continue to jointly investigate the other inappropriate wire transfers authorized by Page and Cox, as stated in the Florida Action. Of course, the OTE Group reserves their rights to seek further injunctive relief against relevant parties as their investigations continue.

21. There is no legitimate business reason for any executive or employee associated with the OTE Group to have approved the purchase of a luxury boat for his or her own use. The purchase of the Italian Yacht is evidenced by Pride Marine Group Limited (“**Pride Marine**”) purchase contracts dated September 20, 2020 and signed by Page and the documents appended thereto (the “**Yacht Purchase Contracts**”). Pride Marine is a boat vendor located in Bracebridge, Ontario which regularly sells yachts and boats to its customers throughout Canada, and primarily in Southern Ontario, and brokers the purchase of yachts and boats for its clients outside of its primary operating territory. The use of OTE Group’s funds in the purchase of the Italian Yacht is evidenced in part by the corresponding wire transfer evidence, occurred upon the approval of Page and Cox from the OTE Group’s bank accounts in the following amounts (collectively, the “**Yacht Wire Transfers**”):

- (a) Wire Transfer from OTE LP’s account ending in -1640, “Approved by: Glenn Page, Mandy Cox,” dated August 5, 2021, in the amount of USD \$1,000,000, to “PRIDE OF MUSKOKA MARINE LTD” (the “**Pride Wire**”);
- (b) Wire Transfer from OTE LP’s account ending in -1640, “Approved by: Glenn Page, Mandy Cox,” dated August 26, 2021, in the amount of USD \$8,400.00, to “North Cove Marina;”

- (c) Wire Transfer from OTE LP's account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 20, 2021, in the amount of USD \$8,400.00, to "North Cove Marina;" and
- (d) Wire Transfer from OTE LP's account ending in -1640, "Released by: Glenn Page" dated June 9, 2022, in the amount of USD \$5,751.00, to "Azimut Benetti spa;"

Copies of the Yacht Purchase Contracts and the Yacht Wire Transfers are extracted and appended hereto to this Affidavit at **Exhibit "J"**.

22. I understand from a simple google search that "PRIDE OF MUSKOKA MARINE LTD." refers to the Pride Marine, who, as noted above, is the vendor in the Yacht Purchase Contracts. A copy of the website for this broker at pridemarinegroup.com is attached hereto at **Exhibit "K"**.

23. In late February of 2023, the Monitor advised the OTE Group that they had contacted Pride Marine, who provided the Monitor with a copy of the invoice containing the breakdown of the payment for the Italian Yacht (the "**Pride Invoice**"). A copy of the Pride Invoice is attached hereto at **Exhibit "L"**. I understand that further details on correspondence between Pride Marine and the Monitor, along with the Monitor's ongoing investigation into the Italian Yacht, will be detailed further and separately in the second report of the Monitor.

24. The Monitor also received correspondence from Pride Marine on February 28, 2023 (the "**Pride Correspondence**") which confirmed that CAD \$4,176,000.40 in total was paid to Pride Marine for the Italian Yacht. This total included a deposit of USD \$3,318,500.00 (the "**Deposit**"). The Pride Correspondence included a list of the wire payments made towards the Deposit between September 22, 2020 to August 12, 2021. Included in this list is the Pride Wire, as well as second wire transfer payment from OTE LP's account on September 22, 2020 in the amount of USD \$500,000.00. A copy of the Pride Correspondence is attached hereto at **Exhibit "M"**.

25. As stated in the Yacht Purchase Contracts, the "Buyer" of the Italian Yacht is listed jointly as Glenn Page and Gen7 Logistics LP ("**Gen7**") (a prior name of OTE Logistics). Per the Pride Correspondence, all other payments made towards the Deposit are made by Gen7. Associated warranty certificates appended to the Yacht Purchase Contracts were signed by Page on August 15, 2021 with an email listed of glenn.page@originaltradersenergy.com. As further stated in the Schedule to the Yacht Purchase Contracts, the purchaser was set to inspect the Italian Yacht in Italy on June 15, 2021 at the original yacht facility near Genoa, Italy, with a final delivery in Lake Ontario. Unclear references are

made in the Schedule to the presence of the Italian Yacht “at the wedding on June 19th for pictures and then the yacht will be prepared for the Ocean trip [...] bringing the vessel to Portofino for the wedding and returning the vessel back to Azimut upon completion of photos and wedding” such that the customer would take ownership in Italy and then import the Italian Yacht to Lake Ontario at a later date.

26. The Monitor has also received correspondence from Essex representatives confirming that Essex provided financing to 265 for the purchase of the Italian Yacht. A loan and security agreement between Essex and 265 dated July 19, 2021 stipulates that Essex agreed to finance the purchase of the Italian Yacht in the amount of CAD \$1,230,000.00, while taking a security interest in same (the “**Yacht Financing Agreement**”). As part of Yacht Financing Agreement, 265 provided a letter of direction instructing Essex to disburse the proceeds to Gen 7 Fuel Management Services LP (“**Gen7 Fuel**”), a prior name of OTE Logistics (the “**265 Direction**”). Essex has also provided the Monitor with a copy of a wire transfer confirming that Gen7 Fuel was the recipient of the CAD \$1,230,000.00. Copies of the Yacht Financing Agreement, the 265 Direction and the accompanying wire transfer are collectively attached hereto at **Exhibit “N”**.

27. As noted above, 265’s obligations pursuant to the Yacht Financing Agreement were secured by the Italian Yacht and guaranteed by OTE Logistics, which guarantee was inappropriately provided by Brian Page. The guarantee, and a director’s resolution of OTE Logistics authorizing the guarantee were DocuSigned by “Brian Page, Director”. Brian Page was not actually a director of OTE Logistics. Copies of the guarantee and directors’ resolution are attached at the prior Exhibit “D”.

28. In addition, as noted above, Page also provided a fraudulently executed full liability guarantee by 249 dated July 21, 2021, in favour of Essex, and a fraudulently executed certified resolution of the directors of 249 addressed to Essex and also dated July 21, 2021, authorizing the guarantee of the Italian Yacht, as signed by Donald Herbert Miles Hill (collectively, the “**Forged Guarantee**”). A copy of the Forged Guarantee documents are attached hereto at **Exhibit “O”**.

29. I further believe that Cox and Page used funds to pay CAD \$601,561.91 (USD \$457,187.05) in taxes on the Italian Yacht (the “**Tax Payment**”). A copy of an excel spreadsheet excerpt which identifies transaction #552021436 released on August 6, 2021 by the OTE Group for a duty payment of \$374,675.24 and a GST payment of \$226,886.67 for a cargo shipment released by Pride Marine at the Hamilton International Airport is attached hereto at **Exhibit “P”**.

30. The circumstances around the Tax Payment are unclear, and the OTE Group continues to investigate why or upon whose direction these funds were released for the Tax Payment of the Italian

Yacht. Furthermore, the OTE Group continues to work with the Monitor to investigate all wire transfers cited above, but based upon the amounts and the recipients of the Deposit wire transfers as noted in the Pride Correspondence, along with the Tax Payment, it is apparent that at least USD \$3,675,687.05 of the OTE Group's funds were used to purchase the Italian Yacht.

31. I understand from reviewing the Azimut Yachts website that the Italian Yacht was created by Azimut Yachts (or Azimut Benetti s.p.a., as referenced above), which is a yacht-manufacturing company based in Viareggio, Italy. A screenshoted copy of azimutyachts.com/en/ is attached hereto at **Exhibit "Q"**. I understand that it is common practice for superyachts to be purchased in Italy and then transported or sailed across international waters to their registered locations or brokerages. I understand from reviewing postings of the Italian Yacht, as described further below, that it is sea-bound and features a third and fourth cabin with three heads and crew quarters, and is capable of navigating across oceans and international waters.

32. After discovering the inappropriate Yacht Wire Transfers, I instructed the OTE Group's Canadian counsel to locate the Italian Yacht. The OTE Group determined that the Italian Yacht was registered in Canada to 265 as owner at the port of Hamilton, Ontario on August 13, 2021 with a confirmed address of 118 Main Street North, Waterdown, ON L0R 2H0. A copy of this boat registration is attached hereto at **Exhibit "R"**. The Italian Yacht was further registered under the name "CUZ WE CAN" per O.N. 844825.

33. The Italian Yacht also is assigned the formal Maritime Mobile Service Identity ("**MMSI**") number of 316047137. An MMSI number is a maritime object's international identification number which is programmed into a digital maritime radio and cannot be altered. A copy of material evincing the Italian Yacht's MMSI number is attached hereto at **Exhibit "S"**.

34. In light of the Yacht Wire Transfers which were uncovered by the summer of 2022, I instructed the OTE Group's Canadian counsel to register a security interest against 265 in favour of the Italian Yacht. A copy of a true copy of the Personal Property Registry search results under the *Personal Property Security Act* for 265 in Ontario which shows a registration for the Italian Yacht held against 265 in favour of OTE LP and OTE GP is attached hereto at **Exhibit "T"**.

35. I am very concerned about the movement and potential sale of the Italian Yacht. As detailed below, the Italian Yacht has regularly moved jurisdictions since the summer of 2022, and has been listed for sale by multiple boat brokers. Given the recent pattern of travel, sales listings and de-registration, as further discussed below, there is a high risk that without the relief granted herein, the Italian Yacht will be sold by Cox and Page or moved immediately off-shore.

36. I was first made aware that the Italian Yacht was listed by Allied Marine, Inc. (“**Allied**”), a Florida boat broker, by American counsel to the OTE Group in August of 2022. A copy of the first listing of the Italian Yacht on Allied’s website for USD \$3,699,000 and located in Palm Beach, Florida is appended hereto at **Exhibit “U”**.

37. In August of 2022, American counsel to the OTE Group provided Canadian counsel to the OTE Group with a screenshot of the Italian Yacht, which was listed for sale for the value of USD \$3,699,000 and allegedly located in Bimini, which is a western district in the Bahamas. A copy of this screenshot is appended to this Affidavit at **Exhibit “V”**.

38. In September of 2022, the Italian Yacht was reported on marine traffic websites on being moved to and docked at or near the Sailfish Marina Resort in Palm Beach, Florida. A copy of a screenshot evincing the location of the Italian Yacht at this time is attached hereto at **Exhibit “W”**.

39. By November 28, 2022, the Italian Yacht was also concerningly removed from the Canadian registration system. A copy of a screenshot of Transport Canada’s website confirming the removal by 265 of the Italian Yacht is attached hereto at **Exhibit “X”**.

40. I have not been able to locate the ‘flag’ of the Italian Yacht for any other jurisdiction. A screenshot copy of unrelated vessel names to “CUZ WE CAN” in America is attached hereto at **Exhibit “Y”** and shows that the Italian Yacht is not registered in the U.S.

41. The last known reported address of the Italian Yacht was reported by online marine locator websites as being in Fort Lauderdale, Florida on January 13, 2023. Prior to January of 2023, the Italian Yacht is shown as being on the move on the coast of Florida, originating from Palm Beach. A copy of screenshots evincing the location of the Italian Yacht are attached hereto at **Exhibit “Z”**. As stated in Exhibit “Z”, the Italian Yacht is listed as being “Out-of-Range” of American maritime tracking.

42. Pursuant to the below sale listings, the Italian Yacht has been placed for sale under a different name by various boat brokers. As of February 21, 2023, these include:

- (a) Allied updated the original listing of the Italian Yacht to the new name of “HOME SOUTH” with a drop in sale price to USD \$2,950,000 located in Hollywood, Florida. A copy of a screenshot of the updated listing is attached hereto at **Exhibit “AA”**.

- (b) The boat broker, American Yacht Group (“**AYG**”) listed the Italian Yacht under the name “HOME SOUTH” for USD \$2,950,000 located in Hollywood, Florida. A copy of a screenshot of the listing is attached hereto at **Exhibit “BB”**.
- (c) The boat broker, Brewer Yacht Sales (“**BYS**” and with AYG and Allied, the “**US Boat Brokers**”) listed the Italian Yacht under the name “HOME SOUTH” for USD \$2,950,000 located in Hollywood, Florida. The BYS advertisement inaccurately lists that the port of registry of the Italian Yacht is Hamilton, Ontario. A copy of a screenshot of the listing is attached hereto at **Exhibit “CC”**.

43. Copies of American corporate profile searches current to late February of 2023 for the US Boat Brokers are attached hereto at **Exhibit “DD”**.

44. I am concerned that the GPS locator for the Italian Yacht may have been purposefully turned off, as there has been no reported confirmation of location of the Italian Yacht since January of 2023. It is likely that Cox and Page are attempting to dissipate this asset on an urgent basis, either in Florida or a foreign jurisdiction. As the Italian Yacht is a large 70 ft super-yacht, it is easily moveable across states or countries given its ocean-bound capabilities.

265 Had No Entitlement to Funds Taken From the OTE Group

45. Although none of the Page Claim Defendants have delivered a statement of defence, the Court should be aware that counsel for Page and 265 (which is also known as “**GPMC**”) sent a letter dated October 20, 2022, to Airsprint Private Aviation (“**Airsprint**”), copied to the OTE Group’s counsel, which set out their position concerning other wire transfers from OTE’s bank account to Airsprint in 2021 and 2022. Attached hereto and marked together as **Exhibit “EE”** are true copies of that letter, and my counsel’s letter to Airsprint dated October 17, 2022. The letter to Airsprint from counsel to Page and 265 states in part:

“...GPMC is a limited partner in OTE LP. As a limited partner, and like the other limited partners in OTE LP (who are plaintiffs in the Action), GPMC was entitled to receive distributions of profits from OTE LP. Each of the Wire Transfers was comprised of distributions due to be paid from OTE LP to GPMC. Instead of receiving the distributions itself, GPMC directed them to be paid to Airsprint. The payments were either to purchase GPMC’s fractional ownership interest in the Jets (in whole or in part) or to pay usage fees for the Jets. Accordingly, there was no “misappropriation” of OTE LP’s funds.”

46. The total value of the wire transfers described in paragraph 63 of the Page Claim, and referred to as 265's profit distributions in the letter to Airsprint from counsel to Page and 265, is USD \$1,363,945. Only those wire transfers from the OTE Group's account to Airsprint had been disclosed to me by RBC prior to the commencement of the Page Claim.

47. I now understand from the Monitor that between March 2021 and June 2022, approximately USD \$6,864,425 and approximately CAD \$1,057,681 was wired from the OTE Group's accounts to Airsprint. At the current exchange rate (1.38 CAD to USD) that amounts to CAD \$10,530,587.

48. The last financial statement of OTE LP is for the year ended December 31, 2020, and is dated June 11, 2021. Attached hereto as **Exhibit "FF"** is a true copy of that unaudited financial statement. Prior to the Page Resignation Date, Page had complete control over the financial reporting and financial decisions of the OTE Group. I relied on Page completely in that regard, as did my brother Miles Hill. I understood from Exhibit "FF", which was prepared by the OTE Group's accountants with the advice and assistance of Page, that by the beginning of 2021 the three limited partners, being myself, Miles Hill and 265, had each earned a profit share of over CAD \$3,165,000 from the partnership's business operations. I was shocked to learn from the Monitor a few days ago that 265 had received the benefit of over CAD \$10,500,000 in wire transfers from OTE's account during 2021 and 2022.

49. For the reasons set out below, I do not believe that Exhibit "FF" can be reasonably relied upon as an accurate presentation of the financial affairs of OTE LP. The financial reporting of the OTE Group was greatly compromised when I became president of OTE GP after the Page Resignation Date. In particular:

- (a) Many business records and back-up documents were, and continue to be missing from the OTE Group's offices. The OTE Group did not have access to the majority of its books/records independent of Page, and as noted in the first report of the Monitor dated February 9, 2023, the Monitor also was not provided with and did not have access to the majority of necessary records of the OTE Group. The OTE Group understands that the Monitor continues to investigate and seek further operational and financial information on the OTE Group's behalf, as well as conduct further information requests to track down the missing information and records;
- (b) Page did not cooperate with me or the OTE Group's staff by providing user credentials and passwords so we could access the OTE Group's computer systems, which continued to be under his control for several weeks;

- (c) Page kept control of the electronic information comprising the OTE Group's business records. In that regard, I understand that the Monitor has even recently been informed by defence counsel that they continue to have electronic information of the OTE Group in their possession, but which they have not produced;
- (d) Page continued to be able to improperly access emails, including privileged emails with its counsel, several months after the Page Resignation Date. Further reference to these emails are detailed below;
- (e) Page had been solely responsible for the creation of the OTE Group's financial statements and records. The last annual financial statement of the OTE Group of which I am aware is at the prior Exhibit "FF" unaudited and dated for the year ended as at December 31, 2020. I have never seen any back-up materials or financial records to assess whether it is reliable;
- (f) During the period from late 2019 up to the Page Resignation Date, while I was sometimes provided with internal sales and expense reports by OTE accounting staff, Page never provided me with any monthly or quarterly financial statements of OTE LP or OTE Logistics, or any statements showing operating results or profits and losses other than the unaudited financial statements for the years ended December 31, 2019 and 2020. The other partners relied upon Page to oversee and manage the financial reporting and decision-making of the OTE Group, including profit distributions to the partners.
- (g) Just after the Page Resignation Date, Miles Hill and I attended a meeting at the RBC branch in Hamilton who were OTE GP's bankers. We were informed by a representative of RBC that Page had sent an email to the bank on June 6, 2022, attaching OTE LP's unaudited financial statements dated December 31, 2021, in response to RBC's request. We were also informed that although the statements purported to have been created by and appeared to be on the letterhead of Pettinelli Mastroluisi LLP, who were the OTE Group's accountants, that firm had never issued 2021 financial statements for the OTE Group and the document was a forgery. Furthermore, we were advised that RBC was conducting an investigation into millions of dollars of suspicious wire transfers from the OTE Group's account initiated and authorized by Page and others;
- (h) In addition to the indebtedness of OTE according to the Ontario Ministry of Finance, referred to in paragraph 77 of my initial affidavit, on March 8, 2023, OTE received from

the CRA: (i) an assessment letter dated February 21, 2023, based on the audit of its Fuel Charge Account for the periods from April 1, 2019, to September 30, 2022, totalling \$91,734,032; and (ii) an assessment letter dated February 21, 2023, based on the audit of its Excise Tax Account for the periods from October 1, 2018, to September 30, 2022, totalling \$82,699,794. True copies of the assessment letters are attached together hereto as **Exhibit “GG”** hereto.

50. The OTE Group and their advisors will continue to review the CRA assessment information while conducting their own analysis. However, if the figures provided by the CRA prove to be correct, then OTE LP is likely to have been insolvent at the time Page arranged for the release of the wire transferred funds to purchase the Italian Yacht and the Airsprint jets.

51. KPMG has been working with the OTE Group to recover or restate its financial records since the Initial Order. Until that process is concluded, including a return of the OTE Group information from the Page Claim Defendants, I do not believe that the unaudited financial statements of OTE LP can be viewed as reasonably reliable business records.

Privilege and Informational Sharing Issues

52. As mentioned above, Page continued to be able to improperly access emails, including privileged emails with its counsel, several months after his resignation. On November 24, 2022, counsel to the OTE Group received a letter from Mr. Schumann (the “**Stockwoods Privilege Letter**”) which indicated that Page had provided them with several emails and attachments that appeared to be client-solicitor privileged (the “**Privileged Emails**”). On November 25, 2022, counsel to the OTE Group received a further letter from Ms. Orkin at Goldblatt Partners LLP, counsel to a number of the Page Claim Defendants, stating that she and her colleague had also received the Privileged Emails (the “**Goldblatt Privilege Letter**”). Copies of the Stockwoods Privilege Letter and Goldblatt Privilege Letter are collectively attached to this Affidavit at **Exhibit “HH”**.

53. In an effort to maintain privilege, Mr. Schumann and Ms. Orkin, and their respective firms, opted to engage Gavin MacKenzie to independently review their remedial steps. On December 1, 2022, by way of an email, Mr. MacKenzie confirmed to counsel to the OTE Group that he had met with both Mr. Schumann and Ms. Orkin, reviewed and downloaded the Privileged Emails, and was satisfied that both firms had ensured the Privileged Emails were deleted permanently from their respective file systems (the “**MacKenzie Email**”). In the MacKenzie Email, Mr. MacKenzie also attached copies of the Privileged Emails. A copy of the MacKenzie Email is attached to this Affidavit at **Exhibit “II”**.

54. Page's distribution of the Privileged Emails demonstrates that he had improper access to the OTE Group's information for months after his resignation in mid July, 2022. He also had improper access for more than a month after the Page Claim was filed against him.

Chapter 15 Proceedings

55. It is my understanding that Chapter 15 proceedings under the US Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "**US Bankruptcy Code**") will be commenced after the Injunctive Order is issued, to recognize and enforce any orders made within these CCAA proceedings. Separately, but in the context of those pending proceedings, we have engaged Florida counsel to seek recognition of and aid in enforcing the Injunctive Order sought herein. I further understand 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 United States and foreign courts such as Canada.

56. Relief under the Injunctive Order coupled with foreign recognition under the US Bankruptcy Code is likely the most expedient and only viable way to prevent the loss of the Italian Yacht or its proceeds. In light of the urgent and recent movement of the Italian Yacht, the Injunctive Order relief is necessary on an expedited basis. Furthermore, recognition under the US Bankruptcy Code may assist the OTE Group and/or the Monitor in the future with other asset recovery efforts, pending the Monitor's ongoing investigation of the other wire transfers cited in the Florida Action, among other ongoing financial analyses.

Conclusion

57. For the reasons set out herein, the OTE Group urgently request that this Honourable Court grant the above-noted Injunctive Order.

58. I swear this Affidavit in support of an application for the relief set out above, and for no improper purpose.

SWORN BEFORE ME over video teleconference this 12th day of March, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Havana in the Country of Cuba, while the Commissioner was located in the City of Toronto in the Province of Ontario.

DocuSigned by:
Samantha Hans
402DBD39546546A...

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

SAMANTHA HANS (LSO#: 84737H)

DocuSigned by:
SAH
60B5C6871EEF40B...

SCOTT HILL

This is Exhibit "A" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



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

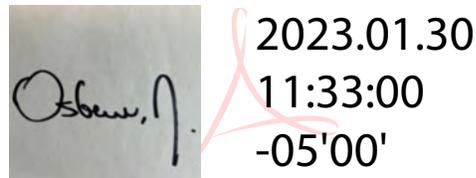
notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

AIRD & BERLIS LLP

Barristers and Solicitors
Brookfield Place
181 Bay Street
Suite 1800
Toronto, ON M5J 2T9

Steven Graff (LSO# 31871V)
Miranda Spence (LSO# 60621M)
Tamie Dolny (LSO#77958U)
Samantha Hans (LSO# 84373H)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the OTE Group

This is Exhibit "B" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



Profile Report

2658658 ONTARIO INC. as of February 21, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2658658 ONTARIO INC.
Ontario Corporation Number (OCN)	2658658
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 04, 2018
Registered or Head Office Address	2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 9

Name MANDY COX
Address for Service 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6
Resident Canadian Yes
Date Began October 04, 2018

Name GLENN PAGE
Address for Service 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6
Resident Canadian Yes
Date Began October 04, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Officer(s)

Name	GLENN PAGE
Position	President
Address for Service	2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6
Date Began	October 04, 2018

Name	GLENN PAGE
Position	Secretary
Address for Service	2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6
Date Began	October 04, 2018

Name	GLENN PAGE
Position	Treasurer
Address for Service	2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6
Date Began	October 04, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

2658658 ONTARIO INC.

Effective Date

October 04, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Business Names

Name	GPMC HOLDINGS
Business Identification Number (BIN)	290428622
Registration Date	April 15, 2019
Expiry Date	April 14, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: GLENN PAGE - DIRECTOR	December 27, 2020
Annual Return - 2019 PAF: GLENN PAGE - DIRECTOR	January 19, 2020
CIA - Notice of Change PAF: GLENN PAGE - DIRECTOR	June 25, 2019
CIA - Initial Return PAF: GLENN PAGE - DIRECTOR	October 04, 2018
BCA - Articles of Incorporation	October 04, 2018

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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This is Exhibit "C" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Sumanta Kumar".

Commissioner for Taking Affidavits



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

(Court Seal)

**ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD.,
OTE LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL**

Plaintiffs

and

**GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and
PICASSOFISH CREATIVE DESIGN,
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the

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Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

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

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 8th Floor
Toronto ON M5G 1R7

TO: Glenn Page
118 Main Street North
P O Box 1063
Hamilton ON L0R 2H0

AND TO: Mandy Cox
118 Main Street North
P O Box 1063
Hamilton ON L0R 2H0

AND TO: Brian Page
420 Cambridge Street
Winnipeg MB R3M 3G7

AND TO: Kellie Hodgins
2010 Cleaver Avenue, #112
Burlington ON L7M 4C1

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- AND TO: 2658658 Ontario Inc. c.o.b.a. GPMC Holdings
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: 2745384 Ontario Inc. c.o.b.a. GPMC Management Services
and Picassofish Creative Design
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: Gen 7 Brands International Inc.
Bella Rosa Road
Rodney Bay, Gros Islet
St. Lucia
c/o McNamara Corporate Services Inc.
- AND TO: Alderville Gas Ltd.
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: 2700287 Ontario Inc.
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: OTE USA LLC
40600 Ann Arbor Road East
Suite 201
Plymouth Michigan USA
c/o The Corporation Company 48170-465
- AND TO: OT Energy Inc.
1504 East Grand River Avenue
Suite 200
East Lansing Michigan USA 48823
- AND TO: John Doe G7 Southwold
101 Bodkin Road
Southwold Ontario N01 2G0;
- AND TO: John Doe G7 Moravian
14787 Selton Line,
Thamesville Ontario N0P 2K0
- AND TO: John Doe G7 Sarnia
21 Indian Road South,
Sarnia Ontario N7T 7H5
- AND TO: John Doe G7 Walpole
1078 Snye Road,
Wallaceburg Ontario N8A 4K9

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- AND TO: John Doe G7 Roseneath
8754 Highway 45,
Roseneath Ontario K0K 2X0
- AND TO: John Doe G7 Curve Lake
1419 Mississauga Road,
Curve Lake Ontario K0L 1R0
- AND TO: John Doe G7 French River
49 Beckanon Road,
Britt Ontario P0G 1A0
- AND TO: John Doe G7 North Bay
1 Jocko Point Road,
North Bay Ontario
- AND TO: John Doe G7 Sault
482 Gran Street,
Sault St. Marie Ontario P6A 0C4
- AND TO: 7069847 Canada Limited
1180 Fife Street
Winnipeg MB R2X 2N6
- AND TO: 11222074 Canada Ltd.
1700 – 360 Main Street
Winnipeg MB R3C 3Z3
- AND TO: Consolidated Logistics Inc.
2502 Elm Street
Sudbury ON P3E 4R6

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CLAIM

1. The plaintiffs claim:

- (a) as against the defendants Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins, damages in amounts to be determined at trial, for:
 - (i) breach of fiduciary duty;
 - (ii) breach of statutory duty;
 - (iii) breach of contract;
 - (iv) theft, conversion and misappropriation of funds, assets and opportunities;
 - (v) conspiracy to carry out the aforesaid unlawful acts;
 - (vi) inducing the aforesaid unlawful acts;
 - (vii) knowingly assisting in the aforesaid unlawful acts;
 - (viii) being in knowing receipt of funds and assets wrongfully taken by means of the aforesaid unlawful acts;
 - (ix) intentional interference and tampering with the business, information systems, books and records of the plaintiffs;
 - (x) unjust enrichment; and
 - (xi) negligence in the performance and abandonment of their lawful duties;

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- (b) as against the defendants 2658658 Ontario Inc., c.o.b.a. GPMC Holdings ("GPMC 1"), 2745384 ONTARIO Inc., c.o.b.a. GPMC Management Services and Picassofish Creative Design ("GPMC 2"), Gen 7 Brands International Inc., ("GPMC St. Lucia"), Alderville Gas Ltd., ("AGL"), 2700287 Ontario Inc. ("270CO"), OTE USA LLC ("OTE USA"), OT Energy Inc. ("OT Michigan"), 7069847 Canada Limited ("706CO") and 11222074 Canada Ltd. ("112CO"), damages in amounts to be determined at trial, for:
- (i) theft, conversion and misappropriation of funds, assets and opportunities;
 - (ii) knowingly assisting in the aforesaid unlawful acts referred to in paragraphs 1(a) and (b);
 - (iii) being in knowing receipt of funds and assets wrongfully taken by means of the aforesaid unlawful acts;
 - (iv) conspiracy to carry out the aforesaid unlawful acts;
 - (v) intentional interference and tampering with the business, information systems, books and records of the plaintiffs;
 - (vi) breach of contract; and
 - (vii) unjust enrichment;
- (c) as against the defendants John Doe G7 Southwold, John Doe G7 Moravian, John Doe G7 Sarnia, John Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French River, John Doe 67 North Bay, and John Doe

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G7 Sault (collectively, the "**Gen 7 Station Entities**"), damages in amounts to be determined at trial for:

- (i) breach of contract and failure to pay for fuel ordered and delivered;
 - (ii) theft, conversion and misappropriation of funds;
 - (iii) being in knowing receipt of funds wrongfully taken by means of the unlawful acts described in paragraphs 1(a), (b) and (c);
 - (iv) conspiracy to carry out the aforesaid unlawful acts;
 - (v) knowingly assisting in the aforesaid unlawful acts; and
 - (vi) unjust enrichment;
- (d) as against the defendant, Consolidated Logistics Inc. ("**CLI**"):
- (i) an interim, interlocutory, and mandatory Order requiring CLI to:
 - (1) deliver forthwith upon request of OTE LP, and in any event, within one business day of any such request, the rail tank cars and their contents described herein; and
 - (2) continue to deliver forthwith as directed by OTE LP the contents of the rail tank cars;
 - (ii) an order declaring OTE LP's right to possession of the rail tank cars and their contents;

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- (iii) a declaration that CLI is not entitled to demurrage charges resulting from CLI's delay in delivering the rail tank cars; and
- (iv) damages in an amount to be determined by the Court, for:
 - (1) conversion of property and assets;
 - (2) breach of contract;
 - (3) unlawful interference in OTE LP's property rights and business operations;
 - (4) conspiracy; and
 - (5) unjust enrichment;
- (e) as against all of the defendants, Orders:
 - (i) if necessary, abridging the time for service or dispensing with service of this Statement of Claim;
 - (ii) for the tracing, accounting and safe-keeping of the funds and assets wrongfully taken by means of the aforesaid unlawful acts, including all other funds and assets into which they were converted;
 - (iii) declaring that the funds and assets wrongfully taken by means of the aforesaid unlawful acts, and all other funds and assets into which they were converted, are held in constructive trust by the defendants for the benefit of the plaintiffs;

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- (iv) declaring that the defendants have been unjustly enriched by the aforesaid unlawful acts, and requiring restitution to the plaintiffs by the return and disgorgement of all monies and assets unlawfully taken or received, and all property into which the funds and assets wrongfully taken or received were converted;
- (v) under s.248 of the *Business Corporations Act* (Ontario) R.S.O. 1990, c. B.16, as amended, remedying the misconduct of the defendants, and compensating the plaintiffs for the harm and unfair prejudice to their interests, as the Court thinks fit, in connection with the aforesaid unlawful acts relating to the business and affairs of Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, the Gen 7 Station Entities, GPMC 1, GPMC 2, GPMC St. Lucia, OTE USA LLC, OT Michigan, OTE International LP, AGL, 270CO, 706CO and 112CO;
- (vi) punitive damages in the amount of \$1,000,000 as against each defendant, jointly and severally;
- (vii) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended;
- (viii) the costs of this action on a substantial indemnity basis, plus HST; and
- (ix) such further and other relief as to this Honourable Court seems just.

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THE PARTIES

2. The plaintiff Original Traders Energy LP ("**OTE LP**") is a limited partnership formed under the *Limited Partnership Act* (Ontario), on August 30, 2017. Since that time, it has been in the business of importing and blending fuel products to supply to gas stations customers in Ontario.

3. The plaintiff Original Traders Energy Ltd. ("**OTE**") is a corporation incorporated under the *Business Corporations Act* (Ontario), on July 5, 2017. Since August 30, 2017, OTE has been the general partner of OTE LP.

4. The plaintiff OTE Logistics LP ("**OTE Logistics**") is a limited partnership formed under the *Limited Partnerships Act* (Ontario), on August 24, 2018. Since that time it has been in the business of providing fuel transportation services and logistics support to the business of OTE LP.

5. The plaintiff Scott Hill is an individual residing at 7493 Indian Line Road, Wilsonville, Ontario. He is a businessman, status Indian, and a member of the Six Nations of the Grand River.

6. The plaintiff Donald Herbert Miles Hill ("**Miles Hill**") is an individual residing at 226 Mohawk Road, R.R.#1 Wilsonville, Ontario. He is a businessman, status Indian, and a member of the Six Nations of the Grand River. Scott Hill and Miles Hill are brothers.

7. The defendant Glenn Page is an individual residing in Waterdown, Ontario. Until on or about July 14, 2022, he was the president of OTE. At all material times prior to that he was also an officer and director, or *de facto* officer and director, and had complete executive and operational control over OTE, OTE LP, OTE Logistics and their businesses. He was also employed by or served the interests of the other defendants

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8. The defendant Mandy Cox is an individual residing in Waterdown, Ontario. Until in or about late August of 2022, she was employed by, *inter alia*, OTE Logistics and OTE LP. Initially, she was a contract worker, and was later promoted by Glenn Page to the position of office manager. She was also employed by or served the interests of the other defendants. Glenn Page and Mandy Cox are spouses.

9. The defendant Brian Page is an individual residing in Winnipeg, Manitoba. Until in or about late August of 2022, he was employed as a contract worker by OTE Logistics and/or OTE LP. He had the role of Vice-President at OTE Logistics, but he was never officially an officer or director of OTE or of the general partner of OTE Logistics. Brian Page and Glenn Page are brothers. He was also employed by or served the interests of the other defendants.

10. The defendant Kellie Hodgins, a.k.a. Kelly Hodgen or Kellie Hodgen is an individual residing in Hamilton, Ontario. Until in or about late August of 2022, she was employed by OTE LP and OTE Logistics. Initially, she was a bookkeeper, but Glenn Page later promoted her to director of finance of OTE LP and OTE Logistics. She was also employed by or served the interests of the other defendants.

11. The defendants GPMC 1 and GPMC 2 are corporations incorporated under the *Business Corporations Act* (Ontario), on October 4, 2018 and February 28, 2020, respectively. Glenn Page and Mandy Cox are their directors and officers, or *de facto* directors and officers, controlling minds, and shareholders or beneficial owners.

12. The defendant GPMC St. Lucia is a corporation created under the Laws of St. Lucia on December 2, 2021. Glenn Page and/or Mandy Cox are its directors and officers, or *de facto* directors and officers, controlling minds, and shareholders or beneficial owners.

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13. The defendants AGL and 270CO are corporations incorporated under the *Business Corporations Act* (Ontario), on October 16, 2019 and June 6, 2019, respectively. Glenn Page and Mandy Cox are their directors and officers, or *de facto* directors and officers, controlling minds and shareholders or beneficial owners.

14. The defendant OTE USA is a Limited Liability Company organized under the Laws of Michigan on December 22, 2020. Glenn Page, and/or Mandy Cox and Brian Page are its directors and officers, or *de facto* directors and officers, controlling minds, and indirect majority shareholders or beneficial owners.

15. The defendant OT Michigan is a corporation incorporated under the Laws of Michigan on December 22, 2020. Glenn Page, and/or Mandy Cox and Brian Page are its directors and officers, or *de facto* directors and officers, controlling minds, and indirect majority shareholders or beneficial owners. OT Michigan is the majority shareholder of OTE USA.

16. The defendants 706CO and 112CO are corporations incorporated under the *Business Corporations Act* (Canada) having offices in Winnipeg, Manitoba. Brian Page and/or Glenn Page are their directors and officers, or *de facto* directors and officers and controlling minds, as well as their beneficial owners or shareholders. 706CO is the vehicle Brian Page used to hold his interest in OTE Logistics. 112CO is the vehicle Brian Page used to receive improper payments from OTE LP and OTE Logistics.

17. The Defendant, CLI, is a corporation incorporated under the *Business Corporations Act* (Ontario), having its registered office in Sudbury, Ontario. CLI operates as a logistics company, and provides transport support services including rail transloading.

18. The defendant Gen 7 Station Entities are:

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- (a) Gen 7 Fuel Ontario, located at 101 Bodkin Road, Southwold, Ontario,;
- (b) Moravian Gen 7 Fuel, located at 14787 Selton Line, Thomasville, Ontario,
- (c) Smokey Gen 7 Fuel, located at 21 Indian Road South, Sarnia, Ontario;
- (d) Gen 7 Fuel Walpole, located at 1078 Snye Road, Wallaceburg, Ontario;
- (e) Gen 7 Fuel Roseneath, located at 8754 Highway 45, Roseneath, Ontario;
- (f) Gen 7 Fuel Curve Lake, located at 1419 Mississauga Road, Curve Lake, Ontario;
- (g) French River Gen 7 Fuel, located at 49 Beckanon Road, Britt, Ontario;
- (h) Gen 7 Fuel Jocko Point, located at 1 Jocko Point Road, North Bay, Ontario; and
- (i) Gen 7 Fuel Rankin, located at 482 Gran Street, Sault St. Marie, Ontario.

19. Although their registered names are unknown, the Gen 7 Station Entities are organized as limited partnerships, joint ventures or sole proprietorships in respect of which Glenn Page, Mandy Cox and/or Brian Page are the directors and officers, or *de facto* directors and officers, of their general partners, or have operational control by agreement with their other owners or site owners. Glenn Page, Mandy Cox and/or Brian Page own up to a 49% beneficial interest in each of the Gen 7 Station Entities.

GLENN PAGE GAINS THE PLAINTIFFS' TRUST AND IS IN CHARGE OF THE BUSINESS

20. In the early 2000s, Miles Hill was engaged in various businesses, including retail fuel sales, convenience stores, and tobacco sales.

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21. Miles Hill was introduced to Glenn Page in 2003 by a mutual acquaintance in the wholesale food and cigarette business. By 2004, Miles Hill had hired Glenn Page as a computer-technology consultant to assist him with designing and operating information systems for his businesses. Glenn Page became a valuable employee for Miles Hill, and after 2006 assisted him in expanding his business operations to include the manufacture and wholesale distribution of tobacco products.

22. During the period from 2010 to 2011, Miles Hill experienced stressful difficulties and disputes with the cigarette excise tax authorities. Glenn Page was instrumental in arranging for the retention of counsel for him and in resolving those difficulties. As a result, Miles Hill's esteem for and trust in Glenn Page increased even further.

23. In June of 2014, Glenn Page became a director of Burloak Technologies Inc., where he also held the position of Vice-President of Strategy. He kept in touch with Miles Hill, and sometimes still assisted him in his business.

24. In early 2016, Miles Hill began the process of creating a fuel blending business to import bulk fuel, blend it into specific products, and distribute those products to retail gas station customers. In February of 2016, due to Miles Hill's trust in Glenn Page, he was again hired by Miles Hill to create and operate the fuel blending business.

25. The fuel blending business was established as a limited partnership, OTE LP, in August of 2017. OTE LP was created to operate the business of importing bulk fuel, and blending specific fuel products to be sold to retail gas station customers. OTE became the general partner of OTE LP when it was formed in August of 2017.

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26. Glenn Page became the senior executive in charge of operating the business of OTE LP. He was Miles Hill's "right-hand man", and had his and Scott Hill's complete trust. Glenn Page became a director and the President of OTE, and Scott Hill became a Vice-President. Glenn Page was OTE's most senior executive and had overall operational control of OTE LP and its business. Scott Hill had responsibility for the sales and marketing activities of OTE LP. Miles Hill remained as an owner of OTE LP but without any day-to-day operational responsibility.

27. The ownership structure of OTE LP has evolved since inception and currently, Miles Hill, Scott Hill, and Glenn Page each own a one-third interest. Originally, Claybar Contracting Inc., a fuel station construction company, was also considered to become a partner, due to its special expertise.

28. As the business evolved, a new limited partnership, Gen 7 Fuel Management Services LP was established on April 24, 2018, to operate the transportation and logistics side of the fuel distribution business. The "Gen 7" element of that name was invented by Scott Hill to reinforce the Indigenous business model and value base of the OTE companies. As members of Six Nations of the Grand River Territory, Scott Hill and Miles Hill embrace the Haudeonsaunee belief that decisions must be carefully considered regarding the impacts on the next seven generations, as the current generation holds the land in trust for future generations.

29. Gen 7 Fuel Management Services LP has undergone several name changes since its inception. As of January 20, 2022, its current name is OTE Logistics LP ("**OTE Logistics**"). OTE Logistics' role is to operate the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers. Brian Page assisted Glenn Page in operating the business of OTE Logistics.

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30. As with OTE LP, the ownership structure of OTE Logistics has evolved since inception. It was intended by the plaintiffs to be the same as OTE LP, but the ownership structure came to be 26% each for Miles Hill and Scott Hill, and 24% each for Glenn Page and Brian Page. Miles Hill remained as an owner of OTE Logistics, but without any day-to-day operational responsibility.

31. 2496750 Ontario Inc. is the general partner of OTE Logistics. Miles Hill was an officer and director of 2496750 Ontario Inc., but as with OTE LP, Glenn Page was OTE Logistic's most senior executive and had operational control of OTE Logistics and its business. He was the *de facto* director of OTE Logistics.

32. The plaintiffs' intent for and understanding of the OTE LP and OTE Logistics business structure, which was shared and agreed to by Glenn Page, was that majority ownership and control would always be with the Hill brothers, because they were providing the base of operations in the Six Nations of the Grand River Territory, almost all of the credit and capital to establish and operate the business would be provided by them, and their fundamental business model was to be an Indigenous-controlled business serving Indigenous gas station customers.

33. Miles Hill, Scott Hill and Glenn Page together decided to further expand the OTE LP business by constructing large fuel blending facilities at strategically located First Nation reserves. This would allow OTE LP to have greater fuel volumes available for sale and ready delivery to its customers. Bulk fuel was to be imported from suppliers in the U.S. and transported to those facilities. It would then be blended with the additives required to create the retail fuel products sold to OTE LP's gas station customers.

34. As Glenn Page was in charge of operating the OTE companies' businesses, he also took control of this project. From 2017 until July of 2022, Glenn Page had *de facto* exclusive control over all aspects of those businesses, including, *inter alia*, hiring and instructing lawyers and

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accountants, financial reporting, banking, relationships with third party suppliers, and staffing. The plaintiffs relied upon and trusted Glenn Page to exercise that control efficiently, lawfully and in accordance with the agreed business structure.

35. OTE LP's first blending facility was constructed in the Six Nations of the Grand River Territory, and began operation in the spring of 2018. This was followed by the construction of a second blending facility in the Tyendinaga Mohawk Territory, which commenced operation in the summer of 2020. OTE LP constructed a third facility on Atikameksheng Anishnawbek Territory, which opened in late 2021. A fourth facility is under construction on Couchiching First Nation Territory.

36. The blending facilities are of fundamental importance to the business of OTE LP, and its future growth. They were always intended to be assets of OTE LP, whether directly or through another OTE vehicle. Glenn Page was in charge of hiring advisors to help him design and implement their business structures. Each of them was created using the funds and credit of OTE LP, for the ultimate benefit of its owners.

37. Glenn Page made arrangements with bulk fuel suppliers in Michigan and Ohio, Marathon Petroleum and Greenergy, for the purchase by OTE LP and the export of bulk fuel by rail cars to its blending facilities. By 2018, his brother Brian Page had become a manager at OTE Logistics, assisting with its increasingly complex business of fuel importation and distribution of blended product to many gas station customers.

38. Between 2018 and 2022, Glenn Page, with the assistance of Brian Page, oversaw the creation of OTE LP's fleet of rail cars, tanker trailers and vehicles required for its operations. By 2022, OTE had an average daily fuel sales volume of 2 million litres.

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39. In early 2019, Glenn Page proposed to Miles Hill and Scott Hill that OTE LP further expand its business, by constructing and operating its own retail gas stations on other First Nations' reserves. They decided that they did not want OTE LP to own businesses which directly competed with its customers, and did not agree that the OTE companies should proceed with that proposal.

40. Glenn Page then proposed to them that he set up his own business to partner with Indigenous fuel retailers located on other reserves, but in which the OTE companies and the Hill brothers would have no ownership interest or involvement. He also proposed using the term "Gen 7" in promoting and operating his new venture with the Indigenous stakeholders, and in return for that permission those retailers would become new OTE LP customers.

41. Miles and Scott Hill accepted that proposal, on the understanding that they and the OTE companies would not be involved in Glenn Page's new business, except as the fuel supplier.

42. During the period from June of 2019 to July of 2022, Glenn Page established and took control of the nine Gen 7 Station Entities. They were customers of OTE LP until September of 2022.

43. Mandy Cox was employed by OTE LP during 2018 as Manager of Marketing and Dealer Programs. In early 2019 she ceased to be employed by OTE LP and became the Chief Operating Officer of GPMC 1, although she also continued as a consultant contract worker to OTE Logistics.

44. During 2019, Glenn Page and Mandy Cox established offices for GPMC 1 and GPMC 2 in Burlington, Ontario. Glenn Page informed Scott Hill that he was going to open his own office, apart from the OTE companies, for the operation of his new business with the Gen 7 Station Entities. However, he did not inform any of the plaintiffs that he was going to integrate the information systems of the OTE companies with those of GPMC 1 and GPMC 2, and consolidate

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all of their management functions at his own office. He did just that during 2019, and by 2020 was spending as much time at his office in Burlington as at OTE's in Six Nations.

45. From in or about late 2019, the financial reporting about OTE LP and OTE Logistics received by Scott Hill and Miles Hill from Glen Page, and dividend distributions, became inconsistent. During the period from 2020 to 2022, Glenn Page led them to believe that this was simply due to Covid-related disruptions and the amount of work he had responsibility for. However, Glenn Page also claimed he would be able to complete his tasks without the help of personnel in addition to Brian Page, Mandy Cox, Kellie Hodgins, and the existing OTE LP staff.

46. In early 2021, Glenn Page proposed to Miles and Scott Hill that OTE LP establish a U.S. wholly-owned subsidiary to facilitate its purchase of bulk fuel on a tax effective basis. He had obtained U.S. accounting and legal advice that such an entity could apply for and receive an exemption from paying State and Federal excise taxes on fuel purchases, on the basis that all of the fuel would be exported to Canada and not resold in the U.S. As OTE LP had been paying millions of dollars in U.S. excise taxes each year, Miles and Scott Hill readily agreed to this proposal. On December 22, 2020, OTE USA and OT Michigan had already been organized in Michigan by Glenn Page.

47. During 2021 Glenn Page was in complete control over creating OTE LP's U.S. operations. He established an office in East Lansing, Michigan, hired local staff to deal with fuel tax matters and logistics, and retained lawyers and accountants who applied for OTE LP's tax exemption. OTE LP funded the creation of OTE USA, OT Michigan and all of their operations. It guaranteed OTE USA's commercial lease in East Lansing. Glenn Page also arranged for an RBC credit facility to be used by OTE USA, on the basis that it was a wholly-owned subsidiary of OTE LP.

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48. The plaintiffs' intent for and understanding of the OTE USA business structure, which was shared and agreed to by Glenn Page, was that it would have the same ownership structure as OTE LP, and that its sole purpose was to be a vehicle to save OTE LP the onerous expense of U.S. excise taxes on fuel purchases. Further, OTE USA was not to be a profitable stand-alone business, and all profit was to be realised in OTE LP, which was based on a First Nation reserve, with Indigenous majority owners.

49. The plaintiffs believe that OTE USA received tax exemption licenses from U.S. authorities in or about late 2021 or early 2022, but full particulars are in the defendants' knowledge.

50. In late 2021 Glenn Page informed Miles and Scott Hill that he had good news. He had obtained legal and accounting advice that OTE LP could apply for excise tax refunds in the U.S. for State and Federal taxes it had paid on bulk fuel purchases before OTE USA received its tax exempt status. Although it was uncertain how many years' refund could be successfully applied for, Glenn Page also told them that twenty-five to thirty million U.S. dollar refunds could be obtained.

51. Glenn Page was also in complete control over the process to apply for U.S. tax refunds for OTE LP. In that regard, he retained and instructed U.S. accountants and counsel, with the assistance of Brian Page. However, no refunds have been received by OTE LP as of the date hereof.

52. By early 2022, Glen Page was attending at the offices of OTE LP very infrequently. When questioned by Scott Hill in March of 2022, Glenn Page complained that he had been so overworked for years that he needed a break in St. Lucia, shared that he was going to be married to Mandy Cox in Italy, and indicated that after their honeymoon over the summer he planned to

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quickly finish the business projects he was working on, give up his Canadian Citizenship, and retire in St. Lucia.

53. Scott Hill expressed concern to Glenn Page about his impending retirement because he had not seen any financial statements other than sales and expense information since the financial statements for December 31, 2020, the U.S. tax refund had not been received, and there was no one else in the OTE companies who was sufficiently experienced and ready to take over as the chief executive officer that soon. Glenn Page had been in complete control of the OTE companies' businesses from the beginning.

54. In April of 2022, Glenn Page reassured Scott Hill that he would assist in finding a replacement for him at OTE LP, and answer any questions his successor may have about the business operations. He did not do so. Glenn Page was absent from OTE LP's offices for most of the period from April to mid-July of 2022. The plaintiffs believe that he was in St. Lucia and Italy in June and July of 2022.

GLENN PAGE RESIGNS AND SERIOUS MISCONDUCT IS DISCOVERED

55. While Glenn Page was absent in June and early July of 2022, Miles and Scott Hill were informed by OTE staff members that abuse complaints had been made against Glenn Page by employees, and that Kellie Hodgins had been involved in suspicious wire transfers of OTE funds which had been released on Glenn Page's instructions. They informed the staff members that they would question Glenn Page about the complaints when he returned, and investigate the wire transfers.

56. Glenn Page returned to Canada and met with Miles and Scott Hill on July 14, 2022. There had then been several complaints from employees about Glenn Page's abusive behaviour

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towards them. There had been no proper financial reporting for far too long. When confronted about these issues, Glenn Page indicated he intended to retire. After Scott Hill informed him that OTE's Director of Operations was going to be promoted as interim CEO, Glenn Page immediately resigned. When Scott Hill asked him to stay on temporarily as a consultant to assist in a transition to new leadership, Glenn Page was non-committal and reiterated that he resigned as Director and as President, effective immediately. No consulting arrangement was ever agreed upon.

57. Miles and Scott Hill met with OTE's bankers, at an RBC branch in Hamilton, Ontario, later in July of 2022. As a result of that meeting and further investigations, they learned that:

- (a) On June 6, 2022, Glenn Page had sent an email to RBC attaching OTE LP's unaudited financial statements dated December 31, 2021, in response to the bank's complaint that its routine financial disclosure was long overdue;
- (b) The financial statements purported to have been created by and were on the letterhead of Pettinelli Mastroluisi LLP, who were OTE's accountants; however, they had never issued 2021 financial statements for OTE LP, and the document was a forgery;
- (c) RBC was conducting its own investigation into millions of dollars of suspicious wire transfers from OTE's bank account initiated and authorized by Glenn Page, Mandy Cox and Kellie Hodgins;
- (d) In 2021, Glenn Page and Mandy Cox had purchased, through GPMC 1, a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can", using funds wire transferred from OTE LP's account, and caused OTE Logistics to guarantee a chattel mortgage secured by the vessel;

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- (e) Brian Page had posed as a director and officer of OTE LP and OTE Logistics to facilitate concealed dealings with third parties;
- (f) Glenn Page and Brian Page had provided a fraudulent directors' resolution of OTE Logistics authorizing its guarantee of the debts of GPMC 1 to Essex Lease Financial Corporation ("**Essex**") in respect of the purchase of the yacht;
- (g) OTE LP's \$3,000,000 line of credit facility at RBC was fully drawn against;
- (h) A \$9,000,000 loan facility at RBC, used to finance blending station construction, was substantially drawn against;
- (i) Mandy Cox had been in control of the payrolls for the OTE companies, and there were in fact fewer employees than the payrolls indicated, strongly suggesting that third parties had received salary payments for fictitious employees;
- (j) OTE LP funds and credit had been used by Glenn Page to finance the construction and operation of the Gen 7 Station Entities, to an extent exceeding \$15,000,000;
- (k) Glenn Page had recorded Scott Hill as a minority limited partner in those entities, against his wishes and without his knowledge;
- (l) OTE USA was not in fact a wholly-owned subsidiary of OTE LP, and does not have the same ownership structure; rather, it is majority owned by GPMC 1;
- (m) OTE USA had been purchasing and reselling bulk fuel to OTE LP at a profit, and had been charging OTE LP U.S. excise taxes, despite its exempt status;

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- (n) OTE LP funds and credit has been used to establish and operate GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, OTE USA and OT Michigan;
- (o) Two of the limited partnerships which leased land on other reserves and operated the blending facilities were organized so that Glenn Page controlled their general partners, and had a sufficiently large minority ownership position that he could not be removed from control by a vote of the partners; and
- (p) OTE, OTE LP and OTE Logistics had not prepared financial statements since December 31, 2020.

58. In August of 2022, the plaintiffs received notice from the Ontario Ministry of Finance that no payments or remittances were made by OTE LP with returns filed for provincial gasoline tax and fuel tax for the period August 1, 2021 to June 30, 2022 and that no returns had been filed for gasoline tax and fuel tax by OTE LP since July 2021. There had also been a failure to remit Canadian Federal tax on fuel sold. OTE's alleged liability for taxes collected but not remitted exceeds \$35,000,000. Those funds are not in the possession of OTE, OTE LP, OTE Logistics or its bankers.

MISAPPROPRIATION OF FUNDS

59. The defendants Glenn Page, Mandy Cox and Kellie Hodgins unlawfully created, approved and released wire transfers of monies from OTE LP's bank account for personal use to the detriment of the plaintiffs. They had no right or approval to use company funds for those purposes, and wrongfully took advantage of their positions in the business of the plaintiffs. There was no legitimate business purpose for any of those wire transfers.

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60. OTE LP's funds were misappropriated by them for the purchase of the yacht "Cuz We Can" by GPMC 1, including:

- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 5, 2021, in the amount of US \$1,000,000, to "PRIDE OF MUSKOKA MARINE LTD";
- (b) Wire Transfer from Plaintiff's Account ending in -5664, "Approved by: Glenn Page, Mandy Cox," dated August 26, 2021, in the amount of US \$8,400.00, to "North Cove Marina";
- (c) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 20, 2021, in the amount of US \$8,400.00, to "North Cove Marina"; and
- (d) Wire Transfer from Plaintiff's Account ending in -1640, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$4,370.76 (CAD 5,751.00), to "Azimut Benetti spa."

61. In connection with the yacht purchase, the defendants Glenn Page, Mandy Cox and Kellie Hodgins also unlawfully issued other payments from OTE LP's bank account to pay \$601,561.91 CAD in taxes on the purchase transaction;

62. OTE LP's funds were also misappropriated by them to pay for other personal expenses, including vacations and other benefits not connected in any manner to the legitimate business of the plaintiffs, including:

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- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 26, 2021, in the amount of US \$1,000,000, to "THE BODYHOLIDAY LE SPORT";
- (b) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$2,073.81 (CAD 2,728.70), to "ArtVenti S.R.L.";
- (c) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$15,421.02 (CAD 20,290.82), to "VILLA DURAZZO";
- (d) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$34,465.48 (CAD 45,349.31), to "Tuscania Invest";
- (e) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 2, 2022, in the amount of US \$646.08 (CAD 850.10), to "Urbis Sris";
- (f) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 3, 2022, in the amount of US \$23,115.40 (CAD 30,415.00), to "Da Vitorrio SRL";
- (g) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 3, 2022, in the amount of US \$27,553.09 (CAD 36,254.07), to "Simone Bianchini";

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- (h) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 7, 2022, in the amount of US \$3,322.86 (CAD 4,372.19), to "VARNA STUDIOS LIMITED Company";
- (i) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 9, 2022, in the amount of US \$639.12 (CAD 840.95), to "Urbis Srls";
- (j) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$1,457.28 (CAD 1,917.48), to "Ricardo Palazzi";
- (k) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 9, 2022, in the amount of US \$5,988.40 (CAD 7,879.48), to "FALDON BARUCH";
- (l) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$7,676.08 (CAD 10,100.11), to "Flow-D";
- (m) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 17, 2022, in the amount of US \$15,717.18 (CAD 20,680.50), to "Roberta Pollici";
- (n) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 21, 2022, in the amount of US \$6,096.13 (CAD 8,021.23), to "FALDON BARUCH"; and

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- (o) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 22, 2022, in the amount of US \$31,685.16 (CAD 41,691.00), to "HOTEL SPLENDIDO SpA".

63. OTE LP's funds were also misappropriated by them for personal chartered flights for non-business activities, including:

- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 31, 2021, in the amount of US \$344,650.02, to "Airsprint Inc.";
- (b) Wire Transfer from Plaintiff's Account ending in -1436, "Approved by: Glenn Page, Mandy Cox," dated August 31, 2021, in the amount of US \$175,511.24, to "Airsprint Inc.";
- (c) Wire Transfer from Plaintiff's Account ending in -1436, "Approved by: Glenn Page, Mandy Cox," dated September 1, 2021, in the amount of US \$67,503.42, to "Airsprint Inc.";
- (d) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 1, 2021, in the amount of US 217,760.41, to "Airsprint Inc.";
- (e) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 3, 2021, in the amount of US \$217,760.41, to "Airsprint Inc.";

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- (f) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 6, 2021, in the amount of US \$217,760.41, to "Airsprint Inc."; and
- (g) Wire Transfer from Plaintiff's Account ending in -1640, "Release by: Glenn Page" dated June 14, 2022, in the amount of US \$125,000.00, to "Airsprint Inc."

64. Those defendants misappropriated over \$5,000,000 CAD from OTE LP, through unlawful wire transfer and other payments.

65. In late July of 2021, GPMC 1 purchased the yacht referred to above, for a price of approximately \$3,600,000 USD. It was delivered in August of 2021, on the direction of Glenn Page and Mandy Cox, to St. Lucia. In order to facilitate that purchase, at least \$1,600,000 USD of OTE LP's funds were used on the direction of Glenn Page, Mandy Cox and/or Kellie Hodgins. Two of the aforesaid wire transfers, in the amount of \$1,000,000 USD each, were sent in August of 2021 to a boat dealer–broker account in Canada and a resort account in St. Lucia.

66. Essex, through which OTE leases some vehicles used in its business, also provided financing to GPMC 1 for its yacht purchase. That financing, in the amount of approximately \$1,600,000, was secured by the yacht and the guarantee of OTE Logistics.

67. On July 21, 2021, Glenn Page and Brian Page provided Essex with a Full Liability Guarantee of OTE Logistics for the obligations of GMPC 1 to Essex. The guarantee, and a director's resolution of OTE Logistics authorizing the guarantee were DocuSigned by Brian Page, Director. Brian Page was not actually a director of OTE Logistics.

68. The yacht purchase transaction and the misuse of OTE LP's funds and OTE Logistics' credit were not authorized by them or by Miles and Scott Hill.

GEN 7 STATION ENTITIES CREATED USING OTE FUNDS

69. The Gen 7 Station Entities own and operate retail gas station businesses located on various First Nation reserves in Ontario. The stations are located on lands allotted to band members, who entered into limited partnership, joint venture or management agreements with GPMC 1, GPMC 2, or other entities owned and controlled by Glenn Page and Mandy Cox. Those entities became the general partners of limited partnerships, or the management entities of joint ventures and business operations. The Indigenous participants own a majority interest in each business, in return for contributing their land. Glenn Page and Mandy Cox own up to a 49% beneficial interest, but have complete financial and management control over all key aspects of the business.

70. Each station cost, approximately, between \$1 million to \$2 million to construct. The capital required for construction was loaned to the Indigenous participants by companies owned by Glenn Page and Mandy Cox, but it actually came from OTE LP's bank accounts and credit facilities. In order to operate the businesses, further credit was extended to each of the Gen 7 Station Entities from OTE LP, so that fuel could be purchased and operations continue. This was also arranged by Glenn Page, Brian Page and Mandy Cox. The repayment terms for the sale of fuel by OTE LP to the Gen 7 Station Entities were more favourable than market terms that would normally apply to its other customers.

71. The general partners or management entities owned by Glenn Page and Mandy Cox received management fees from the Gen 7 Station Entities, and other fees based on fuel volumes sold. The Indigenous owners of the majority interests were to receive no profit distribution until their capital loans were repaid. The loans were to be repaid based on an amount per litre of fuel sold. There is, however, no documentation in the plaintiffs' possession providing for the

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repayment of the initial capital loans from OTE LP borrowed by companies owned by Glenn Page and Mandy Cox to construct each Gen 7 Station Entity project.

72. The construction of the stations was undertaken by Claybar Contracting Inc., whose accounts Glenn Page and Mandy Cox also secretly arranged to have paid by OTE LP.

73. Glenn Page, Mandy Cox and Brian Page further caused OTE LP not to charge the Gen 7 Station Entities approximately \$.05 per litre fuel tax, in order to give them a competitive advantage over the other Indigenous gas stations and some OTE LP customers, and drive up their sale volumes. This also exposed OTE LP to potential liability for failure to collect and remit fuel taxes to the Ontario Ministry of Finance and Revenue Canada. Glenn Page advised the plaintiffs that he was creating a "warchest" to oppose the Government's levy of a carbon tax charged on First Nations' lands. However, OTE LP has no such warchest funds in its bank accounts.

74. The plaintiffs were unaware of the actual circumstances until after July of 2022, and did not authorize or consent to the misuse of their funds and credit by the defendants. All of the funds used to establish the businesses of the Gen 7 Station Entities came from OTE LP.

75. OTE LP ceased supplying the Gen 7 Station Entities with fuel in September of 2022 after their outstanding accounts receivables increased to over \$8,000,000, for fuel ordered by and delivered to them. The accounts receivables remain outstanding despite repeated requests for payment of same. The unpaid accounts receivable include monies owing to the Ontario Ministry of Finance for taxes levied on fuel sales.

GLENN PAGE SECRETLY CONTROLS BLENDING STATIONS

76. While he was president of OTE and in control of the business of OTE LP and OTE Logistics, Glenn Page oversaw the development, construction and operation of a blending

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station located on the Atikameksheng Anishnawbek reserve, and the development and partial construction of another blending station on the Couchiching First Nation reserve. He instructed lawyers to prepare leases for the sites, and limited partnership agreements to govern their operation.

77. Although OTE LP funds and credit were used to establish the blending stations, and they were intended to be assets of OTE LP operated for the benefit of its owners, Glenn Page secretly organized those assets with an ownership and control structure different from OTE LP.

78. Glenn Page is the beneficial owner of a 49% interest in the limited partnership which is the owner of those blending facilities, and a local Indigenous partner chosen by him owns a 10% interest, giving Glenn Page effective voting control of the partnership and the largest ownership position. The same structure was used for the general partners of the two limited partnerships.

79. The plaintiffs have never received any or proper financial information from Glenn Page concerning the operation and business affairs of those limited partnerships. Nor have they received any accounting, distribution of profit or other monies from them.

80. Using AGL and 270CO as his vehicles, Glenn Page created and controlled those blending facilities as if they were his personal property, and unlawfully caused OTE LP to pay all the costs associated with them.

GLENN PAGE OPERATES OTE USA AT THE EXPENSE OF OTE LP

81. While he was president of OTE and in control of the business of OTE LP and OTE Logistics, Glenn Page oversaw the creation and operation of OTE USA. He was assisted in that endeavour by Mandy Cox and Brian Page. Those defendants retained and instructed lawyers and accountants to establish OTE USA and apply for its operational licences. They leased an

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office in Michigan, hired staff, and with Glenn Page in ultimate control, operated the business of OTE USA. They still do as of the date hereof.

82. Although OTE LP funds and credit were used to establish and operate OTE USA, and it was intended to be a wholly-owned subsidiary of OTE LP having the same ownership, Glenn Page secretly organized OTE USA in a manner which gave GPMC 1 indirect majority beneficial ownership of at least 54%, through OT Michigan which owns 90% of OTE USA. Glenn Page and Mandy Cox, through their vehicle GPMC 1, control both OTE USA and OT Michigan.

83. The business premises of OTE USA and OT Michigan are leased by OTE USA, but that lease was guaranteed by OTE LP.

84. All of the funds used to establish and operate OTE USA and OT Michigan came from OTE LP, including all of the monies needed to pay accountants, lawyers, the landlord, staff, overhead expenses and fuel suppliers. OTE LP's credit facilities at RBC were used by Glenn Page and his confederates to purchase fuel and provide security for OTE USA's fuel purchases, including a \$1,000,000 bond backed by OTE LP in favour of the fuel suppliers of OTE USA..

85. It was the responsibility of Glenn Page to create OTE USA as a wholly-owned subsidiary of OTE LP, and operate it for the benefit of OTE LP and its owners alone. Instead, he organized and operated OTE USA for the benefit of GPMC 1, Mandy Cox, Brian Page and himself. They operated OTE USA as a profit centre for themselves by, *inter alia*, adding charges for taxes and a profit mark-up to amounts OTE USA charged to OTE LP for the importation of fuel.

86. The plaintiffs have never received any or proper financial information from the defendants concerning the operations and business affairs of OTE USA, OT Michigan, and the other corporate defendants. Nor have they received any accounting, distribution of profit, or other

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monies from them. They did not authorize or consent to the unlawful manner in which the defendants created and operated OTE USA.

OTE LP FUNDS USED TO BENEFIT DEFENDANTS' VEHICLES

87. The defendants Glenn Page and Mandy Cox used the funds and credit of OTE LP, and the funds and assets they were converted into, to establish and operate GPMC 1, GPMC 2 and GPMC St. Lucia, while they were working for OTE LP. They continue to own and operate those business entities today.

88. GPMC 2, which has carried on business as GPMC Management Services since March 4, 2020, operates from Glen Page's office in Burlington, Ontario. Its business purpose is to own and operate the Gen 7 Station Entities' businesses.

89. GPMC St. Lucia, which has carried on business as Gen 7 Brands International since December 2, 2021, operates from premises in St. Lucia. Its business purpose is to support the Gen 7 Station Entities with auditing, purchasing, bookkeeping and accounting services for their gas stations. GPMC St. Lucia is the client service division of GPMC 1 and GPMC 2.

90. GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, 760CO, and 112CO were the vehicles used by Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins to misappropriate the funds and credit of OTE LP and OTE Logistics, to engage in the aforesaid unlawful acts, and to conceal them.

91. The plaintiffs have never received from the defendants any accounting or proper financial information concerning the transactions, operations and business affairs between OTE LP and OTE Logistics, and GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, 760CO and 112CO, or their proper ownership. They have not received any accounting or proper financial information

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concerning the transactions between the Gen 7 Station Entities and OTE LP and OTE Logistics, nor any payment, distribution of profit, or return of misappropriated funds from any of the defendants.

WRONGFUL INTERFERENCE WITH THE PLAINTIFFS' BUSINESS

92. Prior to the resignation of Glenn Page, he and the other defendants were in control of the information systems of OTE, OTE LP, OTE Logistics, and the defendant corporate entities. The accounting, payroll, IT services, purchasing, and document creation and retention systems of all those entities were managed and overseen by Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins at their Burlington office. Although OTE LP and OTE Logistics' staff had operational access to those systems, their user credentials and authorizations were in the control of Glenn Page, Mandy Cox and Brian Page.

93. During the period from late July to late August of 2022, after Glenn Page resigned, the plaintiffs investigated the activities of Mandy Cox, Brian Page and Kellie Hodgins. Their employment by OTE LP or OTE Logistics terminated shortly thereafter.

94. During that period, and into September of 2022, the personnel of OTE LP and OTE Logistics, including Scott Hill and Miles Hill, discovered that they were locked out of some of their business information systems, and that Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins retained control over them.

95. The defendants deliberately frustrated and delayed efforts by OTE LP and OTE Logistics to obtain credentials and authorizations to take control of and maintain access to their business information systems.

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96. The defendants also deliberately deleted business records, and have withheld business and financial records of OTE LP and OTE Logistics from the plaintiffs. Once the defendants were able to obtain credentials and control over their business information systems, the defendants discovered that Glenn Page and Mandy Cox had deleted the contents of their email mailboxes for OTE LP and OTE Logistics.

97. As a result of the defendants' misconduct, the payroll functions of OTE LP and OTE Logistics were interrupted, some suppliers went unpaid, Scott Hill, Miles Hill and their staff were unable to generate accurate and complete financial information concerning their operations and business affairs, and the plaintiffs ability to conduct business was greatly impaired. The defendants deleted or destroyed records and interfered with the plaintiffs' business information systems in order to conceal their misconduct.

98. Prior to early September of 2022, the defendants Glenn Page, Mandy Cox, Brian Page, GPMC 1, GPMC 2, GPMC St. Lucia, OTE USA, OT Michigan, AGL, 270CO, 706CO, 112CO and the Gen 7 Station Entities acted in concert to conceal their unlawful acts from the plaintiffs. Once those acts were discovered, they acted in concert to undermine attempts by the plaintiffs to operate their business, pursue U.S. excise tax refunds for OTE LP, and take their rightful ownership and control of the blending stations referred to above. They did this by, *inter alia*, instructing US legal and accounting advisors not to deal with the plaintiffs, misrepresenting to them and to others that the defendants, and not the plaintiffs, were their true clients and counterparties, and that OTE LP would soon be going bankrupt.

99. The defendants wrongfully interfered with the plaintiffs' business to enrich themselves, cause harm to the plaintiffs, and to conceal their aforesaid unlawful acts.

CLI'S BREACH OF CONTRACT AND OBLIGATION

100. As a fuel blender and distributor, OTE LP sourced bulk fuel from suppliers in the United States. OTE LP would then have the bulk fuel transported from the United States to locations in Canada before processing and delivering to customers.

101. OTE LP relies on several shipping companies and logistics providers to transport the bulk fuel from its fuel in the United States to Canada. One such logistics company is CLI.

102. In respect of some, but not all, of the fuel imported from the United States, OTE LP operated through OTE USA, which as described above was intended to be its wholly-owned U.S. subsidiary. OTE USA purchased fuel from a U.S. supplier and arranged for its delivery to Canada through OTE LP's shipping and logistics providers. Glenn Page secretly caused OTE LP and OTE USA to enter into a fuel supply agreement that governed this arrangement on terms he directed (the "**Fuel Supply Agreement**").

103. The Fuel Supply Agreement set out the terms for the delivery of fuel from OTE USA to OTE LP, and provided, *inter alia*, that:

- (a) OTE LP will nominate monthly volume requirements by the 15th of each month;
- (b) OTE LP will make full payment for the fuel within five calendar days after receiving the invoice from OTE USA;
- (c) risk for the fuel passes from OTE USA to OTE LP at the place of loading; and
- (d) title of the fuel pass from OTE USA to OTE LP at the United States-Canada border.

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104. The plaintiffs believe that OTE LP and OTE USA operated in accordance with the terms of that Fuel Supply Agreement, despite the fact that it facilitated the operations of both companies in a manner contrary to the parties' agreements and the plaintiffs' rights and reasonable expectations.

Fuel Delivery from Marathon

105. Marathon Petroleum Corporation ("**Marathon**") is a fuel supplier located in Michigan. OTE USA acted as OTE LP's intermediary for fuel purchased from Marathon.

106. After OTE USA purchased the fuel from Marathon, OTE USA arranged for the fuel to be delivered from Marathon's facilities in Michigan to OTE LP's processing plant by various rail and logistics companies.

107. The fuel ordered from Marathon was delivered on rail tank cars leased to OTE LP from various third party lessors of rail tank cars. CLI was merely the logistics services provider handling the rail tank cars on behalf of OTE LP after they arrived at its Sudbury rail yard.

Fuel Delivery from Greenergy

108. Greenergy USA Inc. ("**Greenergy**") is a fuel supplier located in Ohio.

109. OTE LP purchased fuel directly from Greenergy. After OTE LP purchased fuel from Greenergy, Greenergy shipped it from its facilities in Toledo, Ohio to OTE LP's processing plant through rail tank cars leased by OTE LP from various third party lessors. CLI was merely the logistics services provider handling the rail tank cars on behalf of OTE LP after they arrived at its Sudbury rail yard.

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110. The Fuel Supply Agreement does not apply to fuel purchases from Greenergy because OTE LP purchased fuel directly from Greenergy without OTE USA acting as an intermediary.

CLI Refuses to Deliver the Rail Tank Cars and Fuel

111. In July and August of 2022, OTE LP directly purchased fuel volumes sufficient to fill 12 rail tank cars from Greenergy, and nominated and paid for fuel volumes sufficient to fill 27 rail tank cars from Marathon through OTE USA (the "**Undelivered Cars and Fuel**").

112. The Undelivered Cars and Fuel were transported from Ohio and Michigan to CLI's Sudbury rail yard. As of September 15, 2022, each of the 39 Undelivered Cars and Fuel had crossed the US border and arrived at the Sudbury rail yard. CLI took control of the rail tank cars carrying the Undelivered Cars and Fuel after they arrived at its Sudbury rail yard.

113. Despite repeated requests from OTE LP, CLI refuses to offload and deliver the Undelivered Cars and Fuel into OTE LP's possession. Rather, CLI takes the position that the fuel may belong to OTE USA, which is another of its customers. CLI has taken sides with OTE USA to wrongfully deny OTE LP possession of the Undelivered Cars and Fuel, despite being aware of the terms of the Fuel Supply Agreement, and that OTE LP has already paid for the fuel in the 27 rail cars carrying Marathon sourced fuel. The plaintiffs believe that CLI and Glenn Page have other business interests together.

CLI's Conversion of the Undelivered Cars and Fuel

114. OTE LP pleads that by taking control and maintaining possession of the Undelivered Cars and Fuel, CLI has wrongfully interfered with and converted OTE LP's property and denied its right of lawful possession to the Undelivered Cars and Fuel. CLI is still improperly refusing to release control of the Undelivered Fuel to OTE LP.

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An Interim Replevin Order is Necessary

115. OTE LP is entitled to the relief sought against CLI, and to an interim replevin Order.

116. The plaintiffs have provided CLI with comprehensive documentation demonstrating that OTE LP is the owner of the Undelivered Cars and Fuel. CLI has refused to surrender possession to those assets, and has knowingly interfered with the plaintiffs lawful business operations, causing it to suffer damages. The defendants wrongfully induced CLI's unlawful conduct, or in the alternative, they conspired together to effect an unlawful result intended to injure the plaintiffs.

BREACHES OF OBLIGATION AND TORTS OF THE DEFENDANTS

117. At all material times, Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins owed fiduciary duties to the plaintiffs. They were all in positions of control over the business, operations and assets of the plaintiffs, or important aspects of them, were trusted by the plaintiffs to act in their best interests, and had an obligation to avoid taking personal benefits they were not otherwise lawfully entitled to.

118. Glenn Page, Mandy Cox and Brian Page were directors and officers, or *de facto* directors and officers, of OTE LP and OTE Logistics, and until early September of 2022 exercised operational and financial control over their businesses. They each had a fiduciary duty to OTE LP and OTE Logistics to act honestly and in good faith, manage assets so as to realize their objectives, not abuse their positions for personal benefit, and to serve them selflessly, loyally and honestly. They had an equivalent statutory duty, and an express or implied contractual duty to the same effect.

119. Those defendants entirely breached their duties, causing the plaintiffs very great detriment and loss, and are liable to the plaintiffs in damages.

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120. Their many unlawful acts described above were deliberate, planned, concealed and undertaken in concert as an unlawful conspiracy among all of the defendants.

121. Glenn Page and Mandy Cox induced the other defendants to carry out the unlawful acts described herein.

122. Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins induced each other, and the corporate defendants, to carry out some or all of the unlawful acts described herein.

123. All of the defendants knowingly assisted in some or all of the unlawful acts described herein.

124. All of the defendants were, and may still be, in knowing receipt of funds, assets and opportunities wrongfully taken by means of the unlawful acts described herein, and of the funds, assets and opportunities into which they were converted.

125. The defendants have been unjustly enriched as a result of their unlawful acts described herein, to the deprivation of the plaintiffs. As a result of the nature of their misconduct, the defendants hold all of the monies and assets taken by them, and the other monies, profits and assets in which they were converted, on a constructive trust. They are liable to the plaintiffs to account, make full restitution, and for damages sufficient to compensate them for their losses and deprivations.

126. The defendant Glenn Page negligently breached his contractual and statutory duties owed to OTE LP and OTE Logistics, and their owners. He mismanaged their businesses, failed to ensure that reasonable business, taxation and financial records were kept and disclosed in a timely manner, and neglected his duties as an officer of OTE and OTE LP, including by knowingly

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failing to cause OTE LP to comply with obligations applicable to it. He is liable to the plaintiffs in damages for all losses caused by his negligence.

127. The defendants intentionally interfered with the operations and business affairs of OTE LP and OTE Logistics, planned and intended to cause harm to the plaintiffs, and did cause very great harm to them by means of the unlawful acts described herein.

128. The individual defendants' conduct while in control of the OTE companies, in committing the unlawful acts described herein through the vehicles of the other defendants, have oppressed OTE, OTE LP, OTE Logistics, and Miles and Scott Hill, their shareholders and partners. The misconduct of the defendants was unfairly prejudicial to and unfairly disregarded their interests, and was entirely contrary to the plaintiffs reasonable expectations concerning the business, affairs and management of OTE and OTE LP. The plaintiffs seek the Court's Orders under s. 248 of the *Business Corporations Act* (Ontario) remedying the misconduct of the defendants in a manner to be determined at trial.

129. As a result of the unlawful acts described herein, the plaintiffs are entitled to the relief claimed, including awards of punitive damages for their calculated and repeated disgraceful misconduct

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October 12, 2022

AIRD & BERLIS LLP
Barristers and Solicitors
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Toronto, ON M5J 2T9

Martin J. Henderson – LSO No. 24986L
Email: mhenderson@airdberlis.com

Hansen Wong – LSO No. 76486D
Email: hhwong@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

ORIGINAL TRADERS ENERGY LP et al.
Plaintiffs

-and- GLENN PAGE et al.

Defendants
Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
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Email: hhwong@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

This is Exhibit "D" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, forthwith after demand made therefor as hereinafter provided, payment to and indemnifies **ESSEX LEASE FINANCIAL CORPORATION** ("ELFC") for, all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **2658658 Ontario Inc.** ("Customer") to ELFC whether arising from agreement or dealings between ELFC and the Customer or from agreement or dealings between ELFC and any third person by which the Customer now is or hereafter may become indebted or liable to ELFC or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. ELFC may increase, reduce, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as ELFC may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as ELFC may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of ELFC against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to ELFC of all indebtedness and liability aforesaid; provided however that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to ELFC but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to ELFC incurred prior to the expiration of 30 days from the date of receipt of such notice by ELFC.
4. ELFC shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by ELFC from the Customer or others, whether occasioned through the fault of ELFC or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this Guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from ELFC shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to ELFC after demand therefor by ELFC.
8. Any account settled or stated by or between ELFC and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to ELFC is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If ELFC should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until ELFC's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, ELFC shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to ELFC by the Customer. In the event of the valuation by ELFC of any of its securities and/or the retention of such securities by ELFC, such valuation and/or retention shall not, as between ELFC and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to ELFC, or any part thereof.
10. Any notice or demand which ELFC may wish to give may be served on the Guarantor either personally on him or his legal personal representative or in the case of a corporation, on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known address of the Guarantor to be served as it appears on ELFC's records and the notice so sent shall be deemed to be received on the second business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to ELFC, the Guarantor hereby grants to ELFC a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to ELFC and postponed to the present and future debts and liabilities of the Customer to ELFC. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to ELFC, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of ELFC, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by ELFC. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from ELFC a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to ELFC then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until ELFC has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default ELFC may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. ELFC's rights are cumulative and shall not be exhausted by the exercise of any number of successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to ELFC on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by ELFC for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by ELFC of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by ELFC from time to time as ELFC's prime lending rate. A statement signed by any officer of ELFC confirming ELFC's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by ELFC. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by ELFC shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of **Alberta** and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the course of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit ELFC's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of ELFC and shall be binding upon the Guarantor and the heirs, executors, administrators, and successors of the guarantor.
18. This instrument may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
19. Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the agreement by such party.

GIVEN under seal at _____ this Jul 21, 2021 _____.

Guarantor: **Gen 7 Fuel Management Services LP**

DocuSigned by:

 Name/Title: **Brian Page, Director**

CERTIFIED COPY OF RESOLUTION OF THE DIRECTORS OF

Gen 7 Fuel Management Services LP (the "Corporation")

TO: **ESSEX LEASE FINANCIAL CORPORATION**, its principals, successors and assigns ("ELFC")

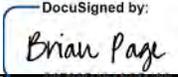
RE: Guarantee dated Jul 21, 2021 (the "Guarantee", a copy of which is attached hereto).

The undersigned, in my capacity as a duly appointed officer of the Corporation, hereby certifies to ELFC, that the following is a true and complete copy of a resolution validly passed by the duly appointed and constituted board of directors of the Corporation pursuant to and in accordance with the provisions of the applicable legislation governing the corporation and the corporation's constating documents, by-laws and shareholders agreement, if any, that such resolution is on the date hereof in full force and effect, unamended and that the execution and delivery of the Guarantee does not contravene any of the provisions of the applicable legislation governing the corporation with respect to the giving of financial assistance;

"BE IT RESOLVED that;

1. The corporation is hereby authorized to guarantee the debts, liabilities and obligations of **2658658 Ontario Inc.** to ELFC and to enter into and perform its obligations under a guarantee (the "Guarantee") to and in favour of ELFC, a copy of which is attached hereto, in such form as any director or officer of the Corporation may approve;
2. Any director or officer of the Corporation is hereby authorized and directed to execute (whether under corporate seal or otherwise) and deliver the Guarantee as such director or officer may approve for and in the name of and on behalf of the Corporation, the execution of the Guarantee to be conclusive evidence of such director's or officer's approval of the form and terms of the Guarantee; and
3. Upon the execution of the Guarantee, any officer or director of the Corporation is hereby authorized and directed to do all other things and to execute and deliver all other agreements, certificates, documents and instruments (whether under corporate seal or otherwise) as may be necessary or desirable in the opinion of such officer or director to effectively carry out the purpose and intent of the Guarantee".

DATED Jul 21, 2021 at Burlington, ON.

DocuSigned by:

Name/Title: Brian Page, Director



Transcript of Registry

Official Number: 844825

VESSEL PARTICULARS:

Vessel Name: CUZ WE CAN
 IMO Number:
 Port of Registry: HAMILTON
 Date Of Registry: 2021-08-13
 Certificate Expiry Date: 2024-08-31
 Certificate Cancellation Date:
 Vessel Type: PLEASURE CRAFT

FORMER:

Former Vessel Name:
 Former Port of Registry:

BUILDER INFORMATION:

Year Built: 2021/06 Year Re-Built:
 Hull No.: XAXS7047F122

<u>Builder:</u>	<u>Party ID:</u>	<u>Address:</u>
AZIMUT BENETTI SPA	213835	VIA M. LUTHER KING - 10051 AVIGLIANA, TORINO, ITALY

Place of Build: AVIGLIANA, TORINO, ITALY

CONSTRUCTION INFORMATION:

Construction Type: MOULDED
 Construction Material: FABRIC/GRP

PARTICULARS OF PROPULSION:

Number of Engines: 3	Engine Description: DIESEL
Number of Boilers:	Speed (Knots): 26
Propulsion: SELF-PROPELLED	Unit/Brake Power: 1764 KILOWATTS

DIMENSIONS

	Imperial	Metric
Length: 68.7008		20.9400
Breadth: 16.8307		5.1300
Depth: 9.1535		2.7900

TONNAGES

	Tons	Cubic Meters
Gross: 71.18000		201.56038
Deductions:		

Measurement Method: CERTIFICATE OF SURVEY

AIR CUSHION VEHICLE:

Model Designation:

All Up Weight: KG

OWNER(S)- Owners with the same seq. no. are joint owners

Seq- Shares Vessel Owner(s):

1 - 64 2658658 ONTARIO INC.

Party ID:

213833

Address:

118 MAIN STREET NORTH
WATERDOWN, ON
L0R 2H0
CANADA

AUTHORIZED REPRESENTATIVE

Authorized Representative:

2658658 ONTARIO INC.

Party ID:

213833

Address:

118 MAIN STREET NORTH
WATERDOWN, ON
L0R 2H0
CANADA

MORTGAGES AND ASSIGNMENTS

Mortgage: A **Deed Date:** 2021-07-27

Detail: ACCOUNT CURRENT NOT EXCEEDING THE AMOUNT OF \$1,230,000.00 CAD WITH INTEREST AS AGREED.

Account Current: Yes **Special Indicator:**

Seq- Shares: Mortgagor/Assignor(s) as shown on deed: **Party ID:** **Address:**

1 - 64 2658658 ONTARIO INC. 213833 118 MAIN STREET NORTH
WATERDOWN, ON
L0R 2H0
CANADA

Mortgagee/Assignee:

ESSEX LEASE FINANCIAL CORPORATION 213832 10768 - 74 STREET SE
CALGARY , AB
T2C 5N6
CANADA

Priority Agreement: No

MISCELLANEOUS

Number of Encumbrances: 1

Injunction: No

Financing Agreement: No

Date Suspended:

Suspension Reason:

Date Closed:

Closed Reason:

This is Exhibit "E" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Simeon H. Hill".

Commissioner for Taking Affidavits



Commercial Lease Application

The applicant and any guarantor will be evaluated for financial capacity.

If your business is an S-Corp, LLC or other entity, please provide the last 2 years of financial statements and an interim balance sheet dated within 6 months of your application, as well as the past 2 years of tax returns.

If you operate a business as a sole proprietor, please provide the last 2 years of tax returns, and personal financial statement if available.

Applicant/ <u>Guarantor</u> if not Applicant		
Original Traders Energy LP		
Residence Address 1110 Highway 54		
City Caledonia	State Ontario	Zip N3W 2G9
Phone 519-512-2245		
Social Security Number		
Position or Occupation Brian Page - Vice President		
Business Name (US Corp) OTE USA LLC		
Business Address 200-1504 Grand River Avenue East Lansing		
City East Lansing	State MI	Zip 48823
Phone TBA		
Tax ID: 38-4171784		
We the undersigned, hereby certify the foregoing to be complete and accurate and authorize you to verify the above information and any related information necessary including credit checks. We further understand and agree that any false or misleading information can result in immediate rejection of this application and forfeiture of any deposits mad in connection with this application.		
SIGNATURE: x <u>B. Page</u> (Applicant)		
DATE: <u>08/26/21</u>		

This is Exhibit "F" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

Under Seal

This is Exhibit "G" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

Under Seal

This is Exhibit "H" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD., OTE
LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL**

Plaintiffs

– and –

**GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and
PICASSOFISH CREATIVE DESIGN,
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.**

Defendants

NOTICE OF INTENT TO DEFEND

The defendants MANDY COX, 2745384 ONTARIO INC., and ALDERVILLE GAS LTD intend to defend this action.

November 7, 2022



GOLDBLATT PARTNERS LLP

Barristers & Solicitors
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Natai Shelsen (LSO #63211W)

Tel: 416-979-4384

Fax: 416-591-7333

Email: nshelsen@goldblattpartners.com

Lawyers for the defendants Mandy Cox, 2745384

Ontario Inc and Alderville Gas Ltd

TO: **AIRD & BERLIS LLP**
Barristers & Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto On, M5J 2T9

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Hansen Wong (LSO No.76486D)

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Tel: 416-863-1500

Fax: 416-863-1515

Lawyers for the plaintiffs

**ORIGINAL TRADERS ENERGY LP et
al. Plaintiff**

- and -

**GLENN PAGE et al.
Defendant**

Court File No:
CV-22-00688572-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF INTENT TO DEFEND

GOLDBLATT PARTNERS LLP

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Jessica Orkin (LSO #52014M)

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Email: nshelsen@goldblattpartners.com

Solicitor for the Defendant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD., OTE
LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL**

Plaintiffs

– and –

**GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and
PICASSOFISH CREATIVE DESIGN,
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.**

Defendants

NOTICE OF INTENT TO DEFEND

The defendant Kellie Hodgins intends to defend this action.

November 11, 2022



GOLDBLATT PARTNERS LLP

Barristers & Solicitors
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Natai Shelsen (LSO #63211W)

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Lawyers for the defendant Kellie Hodgins

TO: **AIRD & BERLIS LLP**
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Lawyers for the plaintiffs

ORIGINAL TRADERS ENERGY LP et al.
Plaintiffs

- and -

GLENN PAGE et al.
Defendants

Court File No:
CV-22-00688572-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF INTENT TO DEFEND

GOLDBLATT PARTNERS LLP

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Fax: 416-591-7333

Email: nshelsen@goldblattpartners.com

Lawyers for the Defendant Kellie Hodgins

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD.,
OTE LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL

Plaintiffs

- and -

GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and
PICCASOFISH CREATIVE DESIGN,
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.,
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.

Defendants

NOTICE OF INTENT TO DEFEND

The Defendants, Brian Page and 11222074 Canada Ltd., intend to defend this action.

Date: November 21, 2022

MCCAGUE BORLACK LLP

Barristers & Solicitors
Suite 2700, Box 136
The Exchange Tower
130 King Street West
Toronto, Ontario
M5X 1C7

Jana Smith

LSO#: 67937G
Tel: 416-860-0001
Fax: 416-860-0003
Email: jsmith@mccagueborlack.com

Lawyers for the Defendants,
Brian Page and 11222074 Canada Ltd.

TO: AIRD & BERLIS LLP
Barristers and Solicitors
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181 Bay Street
Suite 1800
Toronto, Ontario
M5J 2T9

Martin J. Henderson
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Hansen Wong
LSO#: 76486D
Email: hhwong@airdberlis.com

Tel: 416-863-1500
Fax: 416-863-1515

Lawyers for the Plaintiffs

AND TO: GLENN PAGE
118 Main Street North
P.O. Bx 1063
Hamilton, Ontario
L0R 2H0

AND TO: MANDY COX
118 Main Street North
P.O. Bx 1063
Hamilton, Ontario
L0R 2H0

AND TO: KELLIE HODGINS
2010 Cleaver Avenue, #112
Burlington, Ontario
L7M 4C1

AND TO: 2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS
118 Main Street North
Waterdown, Ontario
L0R 2H0

AND TO: 2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES
118 Main Street North
Waterdown, Ontario
L0R 2H0

- AND TO: PICCASOFISH CREATIVE DESIGN**
118 Main Street North
Waterdown, Ontario
L0R 2H0
- AND TO: GEN 7 BRANDS INTERNATIONAL INC.**
Bella Rosa Road
Rodney Bay, Gros Islet
St. Lucia
c/o McNamara Corporate Services Inc.
- AND TO: ALDERVILLE GAS LTD.**
118 Main Street North
Waterdown, Ontario
L0R 2H0
- AND TO: 2700287 ONTARIO INC.**
118 Main Street North
Waterdown, Ontario
L0R 2H0
- AND TO: OTE USA LLC**
40600 Ann Arbor Road East
Suite 201
Plymouth, Michigan,USA
c/o The Corporation Company 48170-465
- AND TO: OT ENERGY INC.**
1504 East Grand River Avenue
Suite 200
East Lansing, Michigan USA 48823
- AND TO: JOHN DOE G7 SOUTHWOLD**
101 Bodkin Eoad
Southwold, Ontario
N0L 2G0
- AND TO: JOHN DOE G7 MORAVIAN**
14787 Selton Line
Thamesville, Ontario
N0P 2K0
- AND TO: JOHN DOE G7 SARNIA**
21 Indian Road South
Sarnia, Ontario
N7T 7H5

- AND TO: JOHN DOE G7 WALPOLE**
1078 Snye Road
Wallaceburg, Ontario
N8A 4K9
- AND TO: JOHN DOE G7 ROSENEATH**
8754 Highway 45
Roseneath, Ontario
K0K 2X0
- AND TO: JOHN DOE G7 CURVE LAKE**
1419 Mississauga Road
Curve Lake, Ontario
K0L 1R0
- AND TO: JOHN DOE G7 FRENCH RIVER**
49 Beckanon Road
Britt, Ontario
P0G 1A0
- AND TO: JOHN DOE G7 NORTH BAY**
1 Jocko Point Road
North Bay, Ontario
P1B 8G5
- AND TO: JOHN DOE G7 SAULT**
482 Gran Street
Sault St. Marie, Ontario
P6A 0C4
- AND TO: 7069847 CANADA LIMITED**
1180 Fife Street
Winnipeg, Manitoba
R2X 2N6
- AND TO: CONSOLIDATED LOGISTICS INC.**
2502 Elm Street
Sudbury, Ontario
P3E 4R6

ORIGINAL TRADERS ENERGY LP et al.
Plaintiffs

and

GLENN PAGE et. al.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
Toronto

NOTICE OF INTENT TO DEFEND

McCAGUE BORLACK LLP

Barristers & Solicitors
Suite 2700, Box 136
The Exchange Tower
130 King Street West
Toronto, Ontario
M5X 1C7

Jana Smith

LSO#: 67937G
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Fax: 416-860-0003
Email: jsmith@mccagueborlack.com

Lawyers for the Defendants,
Brian Page and 11222074 Canada Ltd.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD., OTE
LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL**

Plaintiffs

– and –

**GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and
PICASSOFISH CREATIVE DESIGN,
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.**

Defendants

NOTICE OF INTENT TO DEFEND

The defendant, GEN7 BRANDS INTERNATIONAL INC., intends to defend this action.

December 20, 2022



GOLDBLATT PARTNERS LLP
20 Dundas Street West, Suite 1039
Toronto, ON M5G 2C2

Jessica Orkin (LSO #52014M)
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Lawyers for the Plaintiffs,
OTE Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP,
Scott Hill and Donald Herbert Miles Hill

AND TO: GOLDBLATT PARTNERS LLP
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Creative Design, Alderville Gas Ltd., John Doe G7 Southwold, John Doe G7 Sarnia, John
Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French
River, John Doe G7 North Bay, John Doe G7 Sault and Kellie Hodgins

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AND TO: 2700287 ONTARIO INC.
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AND TO: OTE USA LLC
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c/o The Corporation Company 48170-465

AND TO: OT ENERGY INC.
1504 East Grand River Avenue, Suite 200
East Lansing, Michigan USA 48823

AND TO: JOHN DOE G7 MORAVIAN
14787 Selton Line
Thamesville, ON N0P 2K0

AND TO: 7069847 CANADA LIMITED
1180 Fife Street
Winnipeg, MB R2X 2N6

AND TO: CONSOLIDATED LOGISTICS INC.
2502 Elm Street
Sudbury, ON P3E 4R6

ORIGINAL TRADERS ENERGY LP et al.
Plaintiffs

- and -

GLENN PAGE et al.
Defendants

Court File No:
CV-22-00688572-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF INTENT TO DEFEND

GOLDBLATT PARTNERS LLP
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Email: nshelsen@goldblattpartners.com

Lawyers for the Defendant,
Gen7 Brands International Inc.

This is Exhibit "I" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

October 24, 2022

BY EMAIL (fredricks@stockwoods.ca)

Fredrick R. Schumann
Stockwoods LLP
Toronto-Dominion Centre
TD North Tower, Box 140
77 King Street West, Suite 4130
Toronto, ON M5K 1H1

Dear Mr. Schumann:

**Re: *Original Traders Energy LP, et al. v. Glenn Page, et al.* (CV-22-00688572-0000)
Preservation of Potentially Relevant Documents**

The purpose of this letter is to confirm the obligation of Glenn Page and any entities under Mr. Page's control, to take reasonable steps to preserve all documents potentially relevant to Court File No. CV-22-00688572-0000. Preservation means taking reasonable steps to:

- (a) ensure that potentially relevant documents (including electronically stored information) are not destroyed, lost or relinquished to others, either intentionally, or inadvertently such as through the implementation of an ordinary course document retention/destruction policy;
- (b) ensure that potentially relevant documents are not modified – an issue that arises particularly in the case of electronically stored information (which may be modified by the simple act of accessing the information), and in the case of documents used on an ongoing basis in the operation of the business; and
- (c) ensure that potentially relevant documents remain accessible – again, an issue that arises particularly in the case of electronically stored information, which may require particular forms of software or hardware to remain readable.

The obligation to preserve documents applies to “data and information in electronic form”. The obligation extends to all electronically stored information, stored on any kind of electronic media. The possible forms of electronically stored information include, but is not limited to, emails, text messages, word processing documents, spreadsheets and other accounting data, the contents of mobile apps, the contents of databases, the contents of social media websites, electronically-stored voice mail records, archived and deleted files, auto-recovery files, web-based files such as internet history logs, temporary internet files and “cookies”, and metadata.

It is essential to ensure that potentially relevant electronic records are preserved intact and unmodified in their original electronic form, until counsel has had an opportunity to assess the relevance of the records and the appropriate means of production of the records to opposing parties.

Undoubtedly, the largest repository of electronically stored information will be email and cloud server(s) of Mr. Page and entities under his control. However, Mr. Page and these entities may

October 24, 2022

Page 2

also have relevant documents contained on laptop(s), computer(s), mobile phone(s), tablet(s) (e.g. Apple iPad or Microsoft Surface devices), or similar multi-functional devices, voicemail, digital camera(s), other digital storage devices such as CDs, DVDs, zip drives, backup media, external hard drives and USB (thumb) drives. Please note that this is only a representative list and is not intended to be comprehensive.

Please ensure that the relevant electronically stored information is preserved on each of the above-noted servers and devices. This includes ensuring that Mr. Page and any other individuals who have relevant electronically stored information are instructed not to delete any electronic records, including e-mails, text messages, social media content and posts, data stored on mobile apps, and that steps are taken to capture and preserve all of those records, including their accompanying metadata. Relevant electronically stored information can be easily destroyed or damaged through routine IT maintenance generally carried out by companies and individuals, or use of the computer(s) or other electronic storage devices in the parties' possession, corporate or personal. Therefore, it is necessary to take immediate steps to preserve this electronically stored information.

Backup media are often recycled over a period of time. Please ensure that backup media for the relevant time period (from 2003 onwards) are removed from circulation and preserved until it can be determined whether they need to also be searched.

With respect to laptops, home computers, mobile phones, tablets, other digital storage devices such as CDs, DVDs, zip drives, backup media, external hard drives and USB (thumb) drives, or similar multi-functional devices, voicemail, digital cameras and USB drives, please ensure that those devices are immediately backed up by an IT professional. Since these devices often have limited memory, any delay may result in relevant electronically stored information being destroyed.

In short, please ensure that all necessary steps are taken to preserve computer hardware, software, and other electronic devices, containing potentially relevant electronically stored information.

We thank you in advance for your anticipated co-operation.

Yours truly,

AIRD & BERLIS LLP



Hansen Wong

HW/kf

cc: Martin Henderson, Aird & Berlis LLP

AIRD BERLIS

This is Exhibit "J" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



MARINE PURCHASE CONTRACT

Pride Marine Group Limited
 1785 Beaumont Drive, Box 2580
 Bracebridge, ON P1L 1W4
 800-991-3006

BUYER GLENN PAGE	DATE 9/20/2020	D.O.B.	DRIVER'S LICENSE #
BUYER Gen7 Logistics LP	DATE	D.O.B.	DRIVER'S LICENSE #
ADDRESS 1110 HWY 54, CALEDONIA, ON	POSTAL CODE	SALESPERSON KEVIN MARINELLI	
EMAIL ADDRESS glenn.page@originaltradersenergy.com	HOME PHONE 905-334-2008	CELL PHONE	BUS. PHONE
STOCK NUMBER	SUBJECT TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT LICENCE NUMBER DEALER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE THE FOLLOWING DESCRIBED EQUIPMENT:		LICENCE NUMBER
MAKE OF BOAT AZIMUT	YEAR 2022	MODEL S7 MINI FLY	SERIAL NO. ORDER
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT #	TRANSMISSION #
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT #	TRANSMISSION #
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT #	TRANSMISSION #
OPTIONAL EQUIPMENT AND ACCESSORIES - SEE SCHEDULE A			CREDITS
ADDITIONS			FREIGHT
			PRE-DELIVERY INSPECTION
			TOTAL PURCHASE PRICE
			TRADE IN ALLOWANCE
			NET DIFFERENCE
			FEEES
			DOCUMENTATION FEE \$
			REGISTRATION FEE \$
			LICENCE FEE \$
			LIEN SEARCH FEE \$
			BANK REG FEES/PPSA \$
			SUB-TOTAL
			PROTECTION PRODUCTS AND SERVICES
			CREDITOR INSURANCE
			EXTENDED WARRANTY
			EXTERIOR PROTECTION
			INTERIOR PROTECTION
See Schedule C for additional comments.			DELIVERY
			SUB-TOTAL
			TOTALS \$
			TOTAL BEFORE TAX
			NONE \$
			GST/HST \$
			PST \$
			SUB-TOTAL
			LIEN PAYOUT
			TOTAL
DELIVERY INSTRUCTIONS			DEPOSIT
DELIVERY DATE:			FINAL AMOUNT DUE
DELIVERY TO:			NET AMOUNT FINANCED
DELIVERY FROM:			
<small>(BUYER'S INITIALS HERE) THE BUYER ACKNOWLEDGES THAT THE EQUIPMENT BEING PURCHASED IS "USED" EQUIPMENT AND THAT IT IS BEING SOLD AND PURCHASED ON AN "AS IS, WHERE IS" BASIS. THE BUYER ACKNOWLEDGES HAVING INSPECTED THE EQUIPMENT AND SATISFIED HIMSELF AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND THE FITNESS OF THE EQUIPMENT FOR THE PURPOSE FOR WHICH HE INTENDS TO USE IT.</small>			TITLE TO THE ABOVE DESCRIBED EQUIPMENT SHALL BE TRANSFERRED TO BUYER WHEN BUYER HAS MADE PAYMENT IN FULL FOR THE EQUIPMENT. THE PARTIES TO THIS AGREEMENT ARE AWARE THAT THE TRADE-IN ALLOWANCE OR THE PURCHASE PRICE SHOWN ABOVE MAY REQUIRE ADJUSTMENT PURSUANT TO THE PROVISIONS OF PARAGRAPHS 8,9,10,11 AND 12 OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.
LENDER	PAYMENT AMOUNT	RATE	TERM
<small>"We and our service providers and affiliates will use the information provided by you to (i) perform services as may be directly requested by you, (ii) provide more information regarding the products and services of us, our affiliates and business partners, (iii) generate statistical and aggregated data that does not identify you personally, and (iv) disclose your information to our service providers and affiliates for the purpose of providing services to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing if in the future you do not consent to any of these uses of the information you provide." X</small>			<small>Buyer certifies that he/she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.</small>
TRADE - IN EQUIPMENT			BUYER CERTIFIES THE FOLLOWING: 1) he/she is of legal age to enter into this agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in is free from all liens and encumbrances other than those listed herein. Buyer agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.
BOAT (Make) MODEL	YEAR	SERIAL NO.	
MOTOR (Make) MODEL		SERIAL NO.	
MOTOR (Make) MODEL		SERIAL NO.	
TRAILER (Make) MODEL	YEAR	SERIAL NO.	
AMT. OWING TO WHOM:	AMT.	I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ THE BACK OF THIS AGREEMENT I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY <input type="checkbox"/> CASH, <input type="checkbox"/> BANKDRAFT, <input type="checkbox"/> "CERTIFIED CHECK, OR" <input type="checkbox"/> BY THE EXECUTION OF A RETAIL INSTALLMENT PAYMENT CONTRACT OR PROMISSORY NOTE AND/OR A SECURITY AGREEMENT, ALL OF WHICH IS SUBJECT TO ACCEPTANCE BY A FINANCING AGENCY APPROVED BY THE DEALER. BUYER ACKNOWLEDGES THAT YEAR AND MODEL MAY NOT BE EXACTLY AS SHOWN ABOVE.	
TRADE-IN DEBT TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER		SIGNED	BUYER
		SIGNED	BUYER

Not valid unless signed and accepted by an officer of the Company



MARINE PURCHASE CONTRACT

Pride Marine Group Limited
 1785 Beaumont Drive, Box 2580
 Bracebridge, ON P1L 1W4
 800-991-3006

BUYER GLENN PAGE	DATE 9/20/2020	D.O.B.	DRIVER'S LICENSE #
BUYER Gen7 Logistics LP	DATE	D.O.B.	DRIVER'S LICENSE #
ADDRESS 1110 HWY 54, CALEDONIA, ON	POSTAL CODE	SALESPERSON KEVIN MARINELLI	
EMAIL ADDRESS glenn.page@originaltradersenergy.com	HOME PHONE 905-334-2008	CELL PHONE	BUS. PHONE
STOCK NUMBER	SUBJECT TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT LICENCE NUMBER DEALER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE THE FOLLOWING DESCRIBED EQUIPMENT:		LICENCE NUMBER
MAKE OF BOAT AZIMUT	YEAR 2022	MODEL S7 MINI FLY	SERIAL NO. ORDER
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT #	TRANSMISSION #
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT #	TRANSMISSION #
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT #	TRANSMISSION #
OPTIONAL EQUIPMENT AND ACCESSORIES - SEE SCHEDULE A			CREDITS
ADDITIONS			FREIGHT
			PRE-DELIVERY INSPECTION
			TOTAL PURCHASE PRICE
			\$3,300,000.00 USD
			TRADE IN ALLOWANCE
			NET DIFFERENCE
			\$3,300,000.00 USD
			FEES
			DOCUMENTATION FEE \$
			REGISTRATION FEE \$
			LICENCE FEE \$
			LIEN SEARCH FEE \$
			BANK REG FEES/PPSA \$
			SUB-TOTAL
			\$0.00
			PROTECTION PRODUCTS AND SERVICES
			CREDITOR INSURANCE
			EXTENDED WARRANTY
			EXTERIOR PROTECTION
			INTERIOR PROTECTION
See Schedule C for additional comments.			DELIVERY
<i>Ownership taken on Italy Customer will import at their expense</i>			SUB-TOTAL
			TOTALS \$
DELIVERY INSTRUCTIONS			TOTAL BEFORE TAX
			\$3,300,000.00 USD
DELIVERY DATE: DELIVERY TO: DELIVERY FROM: <small>(BUYER'S INITIALS HERE) THE BUYER ACKNOWLEDGES THAT THE EQUIPMENT BEING PURCHASED IS "USED" EQUIPMENT AND THAT IT IS BEING SOLD AND PURCHASED ON AN "AS IS, WHERE IS" BASIS. THE BUYER ACKNOWLEDGES HAVING INSPECTED THE EQUIPMENT AND SATISFIED HIMSELF AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND THE FITNESS OF THE EQUIPMENT FOR THE PURPOSE FOR WHICH HE INTENDS TO USE IT.</small>			NONE \$
			GST/HST \$
			PST \$
			SUB-TOTAL
			LIEN PAYOUT
			TOTAL
			DEPOSIT
			FINAL AMOUNT DUE
			NET AMOUNT FINANCED
<small>*We and our service providers and affiliates will use the information provided by you to (i) perform services as may be directly requested by you; (ii) provide more information regarding the products and services of us, our affiliates and business partners; (iii) generate statistical and aggregated data that does not identify you personally; and (iv) disclose your information to our service providers and affiliates for the purpose of providing services to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing in the future you do not consent to any of these uses of the information you provide. * X</small>			DEPOSIT
			FINAL AMOUNT DUE
			NET AMOUNT FINANCED
			DEPOSIT
			FINAL AMOUNT DUE
			NET AMOUNT FINANCED
TRADE - IN EQUIPMENT			<small>Buyer certifies that he/she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.</small>
BOAT (Make) MODEL	YEAR	SERIAL NO.	<small>Buyer certifies the following: 1) he/she is of legal age to enter into this agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in is free from all liens and encumbrances other than those listed herein. Buyer agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.</small>
MOTOR (Make) MODEL			
MOTOR (Make) MODEL		SERIAL NO.	
TRAILER (Make) MODEL	YEAR	SERIAL NO.	
AMT. OWING TO WHOM:	AMT.	<small>I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ THE BACK OF THIS AGREEMENT I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY - CASH - BANKDRAFT - "CERTIFIED CHECK, OR" - BY THE EXECUTION OF A RETAIL INSTALLMENT PAYMENT CONTRACT OR PROMISSORY NOTE AND/OR A SECURITY AGREEMENT, ALL OF WHICH IS SUBJECT TO ACCEPTANCE BY A FINANCING AGENCY APPROVED BY THE DEALER. BUYER ACKNOWLEDGES THAT YEAR AND MODEL MAY NOT BE EXACTLY AS SHOWN ABOVE.</small>	
TRADE-IN DEBT TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER		DEALER	BUYER
		SIGNED	BUYER
		SIGNED	BUYER

Model	Azimut S7		\$	3,490,000.00
Motorization	3 x Volvo PENTA D13 IPS1050 800 mHP			
VERSION	MINIFLY			
DELIVERY	2021-2022 - TBD Price may be adjusted as per contract			
Code	PACKAGES	Q.ty		Price
CK00000421	Advance package	1	\$	97,500.00
CC00011964	Electric mooring winches in cockpit			
CC00012071	Miele Appliances (upgrade for oven and cooktop)			
CC00012102	Extra conduits			
CC00012214	Teak in swivelling swim platform			
CC00012216	Cover for garage door			
CC00012198	Hauling-launching system for tender			
CC00012201	Icemaker in cockpit furniture			
CC00012205	Watermaker predisposition			
CC00012213	Teak on side decks			
CC00014557	Washer and Dryer (two separate units)			
CC00014628	Cockpit table with carbon finishing top			
CC00014778	Decor Upgrade			
Code	OPTIONALS	Q.ty		Price
CC00011965	Telescopic gangway (length 2.89 mt - 9.5 ft)	1	\$	35,600.00
CC00015465	Additional glendenning cable master (65')	1	\$	10,100.00
CC00012038	Anchor windlass waterproof wired remote control	1	\$	1,200.00
CC00012033	Bow Thruster	1	\$	19,700.00
CC00012039	Cockpit docking station	1	\$	15,900.00
CC00012106	Spot lights on aft flybridge (n.6)	1	\$	3,600.00
CC00012080	Underwater lights (nr.3 on transom - nr.2 on sides, one for each side)	1	\$	6,000.00
CC00012082	Dishwasher	1	\$	3,400.00
CC00012084	Raymarine videocameras (nr.3)	1	\$	9,900.00
CC00012097	Central Vacuum System	1	\$	13,100.00
CC00012098	Flagpole	1	\$	200.00
CC00012204	Fuel transfer system	1	\$	11,900.00
CC00012043	Glendenning cable master	1	\$	10,100.00
CC00012215	Teak on fly	1	\$	9,700.00
CC00012219	Winecooler in salon	1	\$	2,800.00
CC00014468	Shore Power Iso booster	1	\$	46,600.00
CC00012188	Additional control for seakeeper on fly	1	\$	3,800.00
CC00012194	Refrigerator for cockpit furniture	1	\$	3,800.00
CC00012199	Hauling-launching system for jetski	1	\$	14,300.00
CC00012203	Wooden floor in salon	1	\$	6,900.00
CC00012208	Cockpit chair (Cassina model)	2	\$	5,000.00
CC00012211	Seakeeper stabilizer NG16	1	\$	176,000.00
CC00012375	Safe in master cabin	1	\$	1,000.00
CC00012376	Dynamic positioning system Volvo - skyhook	1	\$	52,000.00
CC00012378	Set of towels for one person with Azimut logo	6	\$	3,600.00
CC00012379	Set of linen (crew cabin excluded)	1	\$	3,100.00
CC00012380	Table on bow (fixed)	1	\$	3,500.00
CC00012383	Set of linen for crew cabin	1	\$	900.00
CC00012548	Mosquito nets for portholes	1	\$	2,200.00
CC00012522	Electric blackout awning for hard top	1	\$	11,100.00
CC00012708	Lighting Luxury Package including salon ceiling dimmerable light panel, galley glass led spotlights (3), applique Fontana Arte in salon (2), applique Tolomeo in vip cabin (2)	1	\$	8,400.00
CC00012784	Additional refrigerator under the stairs (lower deck)	1	\$	2,300.00

CC00012908	Additional hanging cabinets in crew cabin	1	\$	2,000.00
CC00013230	Table lamp mod. Mezza Chimera Artemide	1	\$	1,700.00
CC00012413	Waterproof extra socket (price each, specify quantity and positions, 110V or 220V as per the yacht electrical system)	2	\$	1,500.00
CC00013438	Audio/Video Package (with SAT TV Antenna KVH Tracvision HD7 and Decoders) (hi-lo system for TV in salon included)	1	\$	140,000.00
CC00013554	Additional furniture in master head (not compatible with bidet in master head)	1	\$	4,100.00
CC00013703	Co-pilot seat in main helm	1	\$	6,700.00
CC00013919	Raymarine thermal camera M-625CS	1	\$	52,200.00
CC00013989	Upgrade external cushions in Batyline fabric (specify code)	1	\$	2,600.00
CC00013991	Sunbathing cushions on aft fly in Batyline fabric (specify code)	1	\$	10,800.00
CC00013992	Bow sofa on fly convertible in sunbathing area	1	\$	1,800.00
CC00013995	Co-pilot seat on fly	1	\$	6,700.00
CC00014056	Cockpit awning (automatic)	1	\$	10,100.00
CC00014792	Raymarine AIS 700	1	\$	2,500.00
xCC00014801	Raymarine Platinum Package	1	\$	57,000.00
CC00014933	Bimini top on bow (hydraulic version)	1	\$	21,400.00
CC00016040	Drawer refrigerator on fly	1	\$	2,100.00
CC00013357	Galley top in Statuario quartz	1	\$	500.00
CC00012103	Bimini top on fly (manual)	1	\$	11,100.00
CC00012547	Watermaker 34gal/h	1	\$	16,300.00
CC00012519	Safe in crew cabin	1	\$	1,000.00
CC00012221	Painted hull and gunwhale	1	\$	59,400.00
CC00016130	Barbecue in cockpit	1	\$	3,300.00
CC00014604	Additional VHF	1	\$	1,700.00
CC00012586	Raymarine fishfinder	1	\$	2,800.00
CC00012223	Domotic lighting system in salon	1	\$	2,900.00
CC00012388	Spare propellers	1	\$	17,900.00
CC00012377	Wooden floor in lower lobby	1	\$	6,000.00
CC00012079	Manouvering lights on bow	1	\$	1,000.00
	CUSTOM REQUESTS			
	Folding Arch	1	\$	10,000.00
	Office in the guest cabin (L bunk bad)	1	\$	37,000.00
	BBQ on the oft fly	1	\$	10,000.00
	Pirelli J33 Jet Tender	1	TBQ	
	Fridge under the seat	1	TBQ	
	TOTAL OF OPTIONALS		\$	1,099,300.00
	GRAND TOTAL		\$	4,589,300.00

3,300,000
US F&S

SCHEDULE C

COMMENTS:

1. All pricing is in USD.
2. Order is subject to a \$500000 USD non-refundable deposit
3. Upon final completion of the yacht at factory, Pride Marine Group is to be paid in full
4. Purchaser is responsible for insurance once the yacht is paid for in full
5. Purchaser to be named on insurance during shipping transport from Italy to Montreal, Canada
6. Any cost to moor the yacht in Italy after completion and final payment will be at the purchaser's expense, prior to shipment
7. Purchaser to inspect the yacht in Italy on June 15th at the Azimut Facility near Genoa
8. Purchaser to test the yacht (if completed and available) by ferrying it to Portofino where it will moor until June 20th, so it will be present at the wedding on June 19th for pictures and then the yacht will be prepared for the Ocean trip.
9. Purchaser responsible for the cost of the captain, crew, food, slip and fuel, etc. in bringing the vessel to Portofino for the wedding and returning the vessel back to Azimut upon completion of photos and wedding
10. Final delivery in Deseronto (Lake Ontario)
11. Scheduled completion is for late May/June 1st. Pride Marine Group cannot guarantee completion date/delivery.
12. Please note that the Pirelli J33 Jet Tender and the fridge under the seat are not included in this price
13. If you were to decide to use this or a factory boat after your wedding, June 21-July 4th, the cost would be \$2,000 US per week for the captain and crew, plus fuel, port fees, food, etc.
14. Pride Marine Yachts along with Azimut Yachts have worked hand in hand to offer and sell you a new 2021 Azimut S7 Mini Fly. The base boat retail price is \$3,490,000.00 US dollars. The options we picked while in Miami are attached on Schedule A attached with a retail value of \$1,099,300.00 US dollars. The total manufacturer's retail price is \$4,589,300.00 US. Pride Marine with the help of Azimut have been able to discount this price \$1,289,300.00 US to the sum of \$3,300,000.00 US dollars ~~plus applicable taxes (HST).~~ This price includes FRT & PDI, full fuel, safety and mooring package and Captain Orientation at Deseronto (Lake Ontario). *Customer will take ownership in Italy and import at their expense.*

Completed Sept 22, 2020





DELIVERY CAPTAIN:
CUSTOMER PICK UP

PRIDE MARINE GROUP DELIVERY CHECKLIST

DELIVERY LOCATIONS				
<u>BALSAM</u>	<u>EGANVILLE</u>	<u>KESWICK</u>	<u>KINGSTON</u>	<u>LAKE OF BAYS</u>
<u>MUSKOKA</u>	<u>ORILLIA</u>	<u>OTTAWA</u>	<u>ROSSEAU</u>	

Delivery Date: August 14, 2021 Salesperson: KEVIN MARINELLI
 Customer: Page Boat Serial #: XAXS7047F122
 Balance Due: \$1,000,000.00 ~~\$100,000.00~~ Trailer Serial #: _____
 Powersports Serial #: _____

PRIDE PASSPORT # (if applicable): _____

- | | |
|--|---|
| <input type="checkbox"/> all paperwork and warranties filled out and explained | <input type="checkbox"/> battery switch explained |
| <input type="checkbox"/> all paperwork signed | <input type="checkbox"/> check engine and gear lube monitor |
| <input type="checkbox"/> boat and engine manual presented, reviewed (new boat) | <input type="checkbox"/> explained alarms |
| <input type="checkbox"/> boat cleaned to customer satisfaction | <input type="checkbox"/> demonstrated lanyard & neutral safety |
| <input type="checkbox"/> explain CSI program | <input type="checkbox"/> boat systems explained and manuals presented |
| <input type="checkbox"/> service requirements (20 hour service) | <input type="checkbox"/> warning stickers on boat and trailer explained |
| <input type="checkbox"/> introduction to Service Department | <input type="checkbox"/> use of blower for 4 minutes |
| <input type="checkbox"/> new ownership of boat & trailer given | <input type="checkbox"/> boat test drive supervised by staff member |
| <input type="checkbox"/> copy of drivers license | <input type="checkbox"/> check all electricals |
| <input type="checkbox"/> trailer orientation and plate on | <input type="checkbox"/> use of radio and other instruments, explained |
| <input type="checkbox"/> boat numbers on | <input type="checkbox"/> operation of bilge pump |
| <input type="checkbox"/> extra equipment installed or on board | <input type="checkbox"/> docking, trim orientation |

TRADE INFORMATION

Make: _____ License #: _____
 Serial #: _____ Trailer S/N: _____
 Trailer Ownership Received? **Y / N**
** IF TRAILER OWNERSHIP IS NOT PRESENT AT TIME OF DELIVERY ADVISE CUSTOMER TO MAIL ASAP

EMAIL ADDRESS: BYENN.PAGE@ORIGINALTRADERSENERGY.COM
 Customer Signature: _____ Date: Aug 15/21
 Staff Signature: _____ Date: _____

NOTES

BOS - office copy - PG 1 & 3 (customer signatures)
 FINAL PAYMENT

Warranty Certificate
Owner's Copy

This document certifies that the Azimut Vessel Indicated here below has passed the pre-delivery inspection and is suitable for us.

Vessel: S7
Model: S7
CIN / HIN (Identification no.): XAXS7047F122

Owner/Shipping Company:
Name: GLENN
Surname: PAGE

c/o: _____
Street: 118 MAIN ST N
Post Code: LOR 2H0 Town/City: WATERDOWN
Prov.: ONTARIO Country: CANADA
Tel. / Cell.: 905-334-2008
e-mail: GLENN.PAGE@ORIGINALTRADERS
User (if different from Owner): ENERGY.COM

Name: _____
Surname: _____
c/o: _____
Street: _____
Post Code: _____ Town/City: _____
Prov.: _____ Country: _____
Tel. / Cell.: _____
e-mail: _____

The undersigned hereby declares that he/she has made, with the Dealer, a joint Acceptance Visit of the Vessel, to have found it to conform to the Sales Agreement, complete with all Accessories and optional extras requested and to have received this Warranty and Service Booklet. The Owner's Manual and all other documents contained in the Azimut Case. He/she also declares that he/she has read and accepted the conditions in paragraph 1.

User's Signature: _____
Dealer: _____
Delivery date of the Vessel: AUG 15th, 2021

Stamp and signature

Warranty Certificate
Dealer's Copy

This document certifies that the Azimut Vessel Indicated here below has passed the pre-delivery inspection and is suitable for us.

Vessel: S7
Model: S7
CIN / HIN (Identification no.): XAXS7047F122

Owner/Shipping Company:
Name: GLENN
Surname: PAGE

c/o: _____
Street: 118 MAIN ST N
Post Code: LOR 2H0 Town/City: WATERDOWN
Prov.: ONTARIO Country: CANADA
Tel. / Cell.: 905-334-2008
e-mail: GLENN.PAGE@ORIGINALTRADERS
User (if different from Owner): ENERGY.COM

Name: _____
Surname: _____
c/o: _____
Street: _____
Post Code: _____ Town/City: _____
Prov.: _____ Country: _____
Tel. / Cell.: _____
e-mail: _____

The undersigned hereby declares that he/she has made, with the Dealer, a joint Acceptance Visit of the Vessel, to have found it to conform to the Sales Agreement, complete with all Accessories and optional extras requested and to have received this Warranty and Service Booklet. The Owner's Manual and all other documents contained in the Azimut Case. He/she also declares that he/she has read and accepted the conditions in paragraph 1.

User's Signature: _____
Dealer: _____
Delivery date of the Vessel: AUG 15th 2021

Stamp and signature

Warranty Certificate
Azimut's Copy

This document certifies that the Azimut Vessel Indicated here below has passed the pre-delivery inspection and is suitable for us.

Vessel: S7
Model: S7
CIN / HIN (Identification no.): XAXS7047F122

Owner/Shipping Company:
Name: GLENN
Surname: PAGE

c/o: _____
Street: 118 MAIN ST N
Post Code: LOR 2H0 Town/City: WATERDOWN
Prov.: ONTARIO Country: CANADA
Tel. / Cell.: 905-334-2008
e-mail: GLENN.PAGE@ORIGINALTRADERS
User (if different from Owner): ENERGY.COM

Name: _____
Surname: _____
c/o: _____
Street: _____
Post Code: _____ Town/City: _____
Prov.: _____ Country: _____
Tel. / Cell.: _____
e-mail: _____

The undersigned hereby declares that he/she has made, with the Dealer, a joint Acceptance Visit of the Vessel, to have found it to conform to the Sales Agreement, complete with all Accessories and optional extras requested and to have received this Warranty and Service Booklet. The Owner's Manual and all other documents contained in the Azimut Case. He/she also declares that he/she has read and accepted the conditions in paragraph 1.

User's Signature: _____
Dealer: _____
Delivery date of the Vessel: AUG 15th, 2021

Stamp and signature

Warranty Certificate
Owner's Copy

This document certifies that the Azimut Vessel indicated here below has passed the pre-delivery inspection and is suitable for us.

Vessel: S7
Model: S7
CIN / HIN (identification no.): XAXS7047F122
Owner/Shipping Company:
Name: GLENN
Surname: PAGE
c/o: _____
Street: 118 MAIN ST N
Post Code: L0R 2H0 Town/City: WATERLOON
Prov: ONTARIO Country: CANADA
Tel. / Cell: 905-334-2008
e-mail: GLENN.PAGE@ORIGINALTRADERS
User (if different from Owner): ENERGY.COM
Name: _____
Surname: _____
c/o: _____
Street: _____
Post Code: _____ Town/City: _____
Prov: _____ Country: _____
Tel. / Cell: _____
e-mail: _____

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User's Signature _____

Dealer: _____

Delivery date of the Vessel: AUG 15th, 2021

Stamp and signature

Warranty Certificate
Dealer's Copy

This document certifies that the Azimut Vessel indicated here below has passed the pre-delivery inspection and is suitable for us.

Vessel: S7
Model: S7
CIN / HIN (identification no.): XAXS7047F122
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Prov: ONTARIO Country: CANADA
Tel. / Cell: 905-334-2008
e-mail: GLENN.PAGE@ORIGINALTRADERS
User (if different from Owner): ENERGY.COM
Name: _____
Surname: _____
c/o: _____
Street: _____
Post Code: _____ Town/City: _____
Prov: _____ Country: _____
Tel. / Cell: _____
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User's Signature _____

Dealer: _____

Delivery date of the Vessel: AUG 15th 2021

Stamp and signature

Warranty Certificate
Azimut's Copy

This document certifies that the Azimut Vessel indicated here below has passed the pre-delivery inspection and is suitable for us.

Vessel: S7
Model: S7
CIN / HIN (identification no.): XAXS7047F122
Owner/Shipping Company:
Name: GLENN
Surname: PAGE
c/o: _____
Street: 118 MAIN ST N
Post Code: L0R 2H0 Town/City: WATERLOON
Prov: ONTARIO Country: CANADA
Tel. / Cell: 905-334-2008
e-mail: GLENN.PAGE@ORIGINALTRADERS
User (if different from Owner): ENERGY.COM
Name: _____
Surname: _____
c/o: _____
Street: _____
Post Code: _____ Town/City: _____
Prov: _____ Country: _____
Tel. / Cell: _____
e-mail: _____

The undersigned hereby declares that he/she has made, with the Dealer, a joint Acceptance Visit of the Vessel, to have found it to conform to the Sales Agreement, complete with all Accessories and optional extras requested and to have received this Warranty and Service Booklet, the Owner's Manual and all other documents contained in the Azimut Case. He/she also declares that he/she has read and accepted the conditions in paragraph 1.

User's Signature _____

Dealer: _____

Delivery date of the Vessel: AUG 15th, 2021

Stamp and signature

Wire Activity - Summary Report

Kellie Hodgen , ORIGINAL TRADERS ENE
Report Creation Date: Oct 05, 2021 09:42:25 AM ET

Template Name: North Cove

Template Description: NC Mar

Value Date: Aug 26, 2021 Payment Amount: 8,400.00 USD

Debit Account: ██████████1640-USD-ORIGINAL TRADERS ENE

Credit Information: ██████████5664-USD-North Cove Marina

Beneficiary: North Cove Marina

Status: Completed

Approved by: Glenn Page, Mandy Cox

Created by: Kellie Hodgen, Aug 25, 2021 at 12:52 PM ET

Last Modified by:

Released by: Mandy Cox, Aug 25, 2021 at 05:08 PM ET

Wire Activity - Summary Report

Kellie Hodgen , ORIGINAL TRADERS ENE
Report Creation Date: Oct 05, 2021 09:42:25 AM ET

Template Name: North Cove

Template Description: NC Mar

Value Date: Sep 20, 2021

Payment Amount: 8,400.00 USD

Debit Account: [REDACTED] 1640-USD-ORIGINAL TRADERS ENE

Credit Information: [REDACTED] 5664-USD-North Cove Marina

Beneficiary: North Cove Marina

Status: Completed

Approved by: Glenn Page, Mandy Cox

Created by: Kellie Hodgen, Sep 17, 2021 at 01:06 PM ET

Last Modified by:

Released by: Mandy Cox, Sep 17, 2021 at 03:01 PM ET

Wire Activity - Detail Report

Prashanthan Elangkumaran , ORIGINAL TRADERS ENE
Report Creation Date: Jul 26, 2022 12:37:34 PM ET

Template Name: Azimut Benetti

Template Description: Azimut Benetti spa

Value Date: Jun 09, 2022

Debit Account: ██████████ 1640-USD-ORIGINAL TRADERS ENE **Amount Charged:** 5,751.00 USD

Credit Information: ██████████ 0011-USD-Azimut Benetti spa

Amount Sent: 5,751.00 USD

Exchange Rate: 0.0

Bank: INTESA SAN PAOLO SPA
CORSO VITTORIO EMANUELE II n.110
10128
Torino
Italy

Beneficiary: Azimut Benetti spa
Via M Coppini 104-55049
Viareggio LU IT

Payment Method: Credit Account no advice

Comments:

Payment Details:

**Foreign Exchange
Contract No:**

**Intermediary
Bank:**

**Bank to Bank
Details:**

Status: Completed

Bank Ref. #: 5215903925

Approved by: K Hodgins, Glenn Page

Created by: K Hodgins, Jun 08, 2022 at 01:57 PM ET

Last Modified by:

Released by: Glenn Page, Jun 08, 2022 at 01:59 PM ET

This is Exhibit "K" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

Shop for Your Next Boat – Click Here
(<https://www.pridemarinegroup.com/new-boats/>)

New Inventory Arriving Weekly ▾

WELCOME TO PRIDE MARINE

ONTARIO'S LARGEST INDOOR BOAT SHOWROOM

Shop now for premier watercraft



OWN WITH PRIDE

Pride Marine Group has 9 locations throughout Ontario. We are proud to be Canada's #1 premium boat dealer and the largest dealer of used and new boats in Ontario. In addition to sales, we also offer six full service marinas, parts and accessories sales, winter storage, boat hauling and docking. We offer unparalleled customer service and are committed to finding you the watercraft of your dreams.

OUR CORE VALUES



INTEGRITY



FINANCIAL HEALTH



EXCELLENCE



TEAM WORK

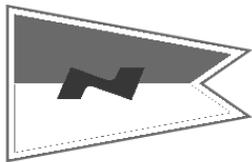
OUR BRANDS

NAUTIQUE[®]

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Frauscher

0



NIMBUS

0

ALUKIN

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Avalon
LUXURY PONTOON BOATS

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Chris + Craft®

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SUPREME BAYLINER® Sun TRACKER TRACKER boats

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PERFORMANCE FISHING BOATS WORLD CHAMPIONSHIP TOWBOATS

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(<https://www.pridemarinegroup.com/new-boats/>)

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OUR VESSELS

CRUISERS AND YACHTS

Enjoy the water like you always dreamed. Cruisers and yachts offer the perfect balance of space and privacy, with enough speed to take you where you want to go. With comfortable cabins and home accommodations, treat guests to an extended waterside excursion that doesn't have to end.



BOWRIDERS

These vessels are the definition of versatility. Bowriders provide you and your passengers open seating to relax and enjoy the sun and breeze as you cruise. Available in nearly every shape and size, these boats offer flexibility for a variety of uses, including fishing, watersports, and countless adventures.



Shop for Your Next Boat - Click Here
<https://www.pridemarinegroup.com/new-boats/>

New Inventory Arriving Weekly ▾

SPORT BOATS

Catch big air and even bigger smiles as you steer your wake or ski boat through the water. Easy to pilot and thrilling to ride, these are the crafts built for exciting water sports and family recreation.



FISHING & UTILITY BOATS

Reel in your biggest catch yet in a vessel built for strength, stability, and durability. Easy to maintain and equipped with plenty of storage, fishing and utility boats are engineered to help you, your friends, and all your gear, conquer the water together.



Shop for Your Next Boat – Click Here
(<https://www.pridemarinegroup.com/new-boats/>)

New Inventory Arriving Weekly ▾



VESSEL EVALUATION

If you're looking to sell your current boat, let Pride Marine Group help. By providing a few simple details, we can help determine your vessel's current value, and advice for next steps.



NEW (/NEW-BOATS/)



USED (/USED-BOATS/)





SCHEDULE SERVICE (/SERVICE-MAINTENANCE/) [New Inventory Arriving Weekly](#) FINANCE (/FINANCING/)

SOCIAL POST

Experience nautical life to the fullest with product releases, news, and helpful how-tos.

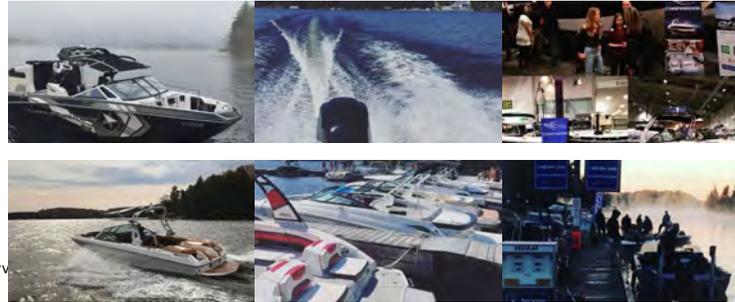
#ThisIsBoating



(<https://twitter.com/PMGpridemarine>)



(<https://www.facebook.com/PMGpridemarine>)



(www.instagram.com/pridemarinegroup/) (<https://www.pinterest.com/pridemarinegroup/>)

BLOG

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AUGUST 2021

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PRIDE MARINE KINGSTON – MARINE TECHNICIAN

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MARCH 2021

DESIGN YOUR NAUTIQUE CONTEST

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New Inventory Arriving Weekly ▾

CONNECT WITH US

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 E.C ://W 
 (HT OM/ W (HT
 (HT TPS CH W.I TPS
 TPS ://W AN NST ://W
 ://T W NEL AG W
 WIT W.F /UC RA W.P
 TER ACE AH M.C INT
 .CO BO PN OM/ ERE
 M/P OK. OK6 PRI ST.
 MG CO 9TH DE CO
 PRI M/P FL- MA M/P
 DE RID OU RIN RID
 MA EM DFX EGR EM
 RIN ARI SVA OU ARI
 E) NE/) /) P) NE/)

Shop By Craft

New Boats
[\(https://www.pridemarinegroup.com/new-boats/\)](https://www.pridemarinegroup.com/new-boats/)

Used Boats
[\(https://www.pridemarinegroup.com/used-boats/\)](https://www.pridemarinegroup.com/used-boats/)

Brokerage Boats
[\(/brokerage-boats/\)](/brokerage-boats/)

Customer Service
[\(/contact-us/\)](/contact-us/)

Service Request
[\(https://www.pridemarinegroup.com/service-maintenance/\)](https://www.pridemarinegroup.com/service-maintenance/)

Spring Launch Request
[\(https://www.pridemarinegroup.com/service-maintenance/summerization-request/\)](https://www.pridemarinegroup.com/service-maintenance/summerization-request/)

Parts and Accessories
[\(https://www.pridemarinegroup.com/parts-and-accessories/\)](https://www.pridemarinegroup.com/parts-and-accessories/)

Consumer Commitment
[\(https://www.pridemarinegroup.com/own-with-pride/consumer-commitment/\)](https://www.pridemarinegroup.com/own-with-pride/consumer-commitment/)

Lessons & Tours [\(/contact-us/\)](/contact-us/)

About
[\(https://www.pridemarinegroup.com/about-us/\)](https://www.pridemarinegroup.com/about-us/)

Passport Customer Care
[\(https://www.pridemarinegroup.com/passport-customer-care/\)](https://www.pridemarinegroup.com/passport-customer-care/)

Cabana Board Shop
[\(https://www.pridemarinegroup.com/cabana-board-shop/\)](https://www.pridemarinegroup.com/cabana-board-shop/)

Events Calendar [\(/events/\)](/events/)

Contact Us
[\(https://www.pridemarinegroup.com/contact-us/\)](https://www.pridemarinegroup.com/contact-us/)

This is Exhibit "L" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



MARINE PURCHASE CONTRACT

Pride Marine Group Limited
 1785 Beaumont Drive, Box 2580
 Bracebridge, ON P1L 1W4
 800-991-3006

BUYER 2658658 Ontario Inc o/a Gen 7 Fuel Management Services	DATE 9/20/2020	D.O.B.	DRIVER'S LICENSE #	
BUYER	DATE	D.O.B.	DRIVER'S LICENSE #	
ADDRESS 1110 HWY 54, CALEDONIA, ON	POSTAL CODE	SALESPERSON KEVIN MARINELLI		
EMAIL ADDRESS glenn.page@originaltradersenergy.com	HOME PHONE 905-334-2008	CELL PHONE	BUS. PHONE	
STOCK NUMBER	SUBJECT TO THE TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT LICENCE NUMBER DEALER AGREES TO SELL AND THE BUYER AGREES TO PURCHASE THE FOLLOWING DESCRIBED EQUIPMENT:			LICENCE NUMBER
MAKE OF BOAT AZIMUT	YEAR 2022	MODEL S7 MINI FLY	SERIAL NO. XAXS7047F122	PRICE \$3,300,000.00
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	PORT # 20132060504	TRANSMISSION #	UNIT USD
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	STBD # 20132060470	TRANSMISSION #	
MAKE OF MOTOR VOLVO PENTA D13 IPS 1050 800 mHP	MOTOR	CENTRAL # 20132060472	TRANSMISSION #	
OPTIONAL EQUIPMENT AND ACCESSORIES - SEE SCHEDULE A			CREDITS	
ADDITIONS			FREIGHT	
Wood floor in office	\$4,875.00	USD	PRE-DELIVERY INSPECTION	
Electronics painted on radar mast (the flier, Sat TV dishes, Radar, etc.)	\$7,500.00	USD	TOTAL PURCHASE PRICE	\$3,318,500.00 USD
Upgraded Moquette Chalis Carpet	\$1,500.00	USD	TRADE IN ALLOWANCE	
Exterior Decorative Pillows Proposal N1	\$4,625.00	USD	NET DIFFERENCE	\$3,318,500.00 USD
			FEES	
			DOCUMENTATION FEE \$	
			REGISTRATION FEE \$	
			LICENCE FEE \$	
			LIEN SEARCH FEE \$	
			BANK REG FEES/PPSA \$	
			SUB-TOTAL	\$0.00
			PROTECTION PRODUCTS AND SERVICES	
			CREDITOR INSURANCE	
			EXTENDED WARRANTY	
			EXTERIOR PROTECTION	
			INTERIOR PROTECTION	
See Schedule C for additional comments: Ownership will be taken in Italy. Customer will import at their expense. Boat has been paid in full.				
			DELIVERY	
			SUB-TOTAL	
			TOTALS \$	
			TOTAL BEFORE TAX	\$3,318,500.00 USD
			NONE \$	
			GST/HST \$	\$0.00 USD
			PST \$	
			SUB-TOTAL	\$3,318,500.00 USD
			LIEN PAYOUT	
			TOTAL	\$3,318,500.00 USD
			DEPOSIT	\$3,318,500.00 USD
			FINAL AMOUNT DUE	\$0.00 USD
			NET AMOUNT FINANCED	
LENDER			PAYMENT AMOUNT	
RATE			TERM	
*We and our service providers and affiliates will use the information provided by you to (i) perform services as may be directly requested by you; (ii) provide more information regarding the products and services of us, our affiliates and business partners, (iii) generate statistical and aggregated data that does not identify you personally, and (iv) disclose your information to our service providers and affiliates for the purpose of providing services to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing if in the future you do not consent to any of these uses of the information you provide." X				
TRADE - IN EQUIPMENT			Title to the above described equipment shall be transferred to Buyer when buyer has made payment in full for the equipment. The parties to this Agreement are aware that the trade-in allowance or the purchase price shown above may require adjustment pursuant to the provisions of paragraphs 8,9,10,11 and 12 of the Terms and Conditions on the reverse side of this document.	
BOAT (Make) MODEL	YEAR	SERIAL NO.	Buyer certifies that he/she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.	
MOTOR (Make) MODEL			Buyer certifies the following: 1) he/she is of legal age to enter into this agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in is free from all liens and encumbrances other than those listed herein. Buyer agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.	
MOTOR (Make) MODEL		SERIAL NO.		
TRAILER (Make) MODEL	YEAR	SERIAL NO.		
AMT. OWING TO WHOM:	AMT.	I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ THE BACK OF THIS AGREEMENT I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY: CASH, <input type="checkbox"/> BANKDRAFT, <input type="checkbox"/> CERTIFIED CHECK, OR <input type="checkbox"/> BY THE EXECUTION OF A RETAIL INSTALLMENT PAYMENT CONTRACT OR PROMISSORY NOTE AND/OR A SECURITY AGREEMENT, ALL OF WHICH IS SUBJECT TO ACCEPTANCE BY A FINANCING AGENCY APPROVED BY THE DEALER. BUYER ACKNOWLEDGES THAT YEAR AND MODEL MAY NOT BE EXACTLY AS SHOWN ABOVE.		
TRADE-IN DEBT TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER	DEALER	SIGNED	BUYER	
		SIGNED	BUYER	

This is Exhibit "M" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

Samantha Hans

Subject: FW: OTE Group CCAA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED

From: Josh Witt <jwitt@pridemarinegroup.com>

Sent: Tuesday, February 28, 2023 4:08 PM

To: Van Eyk, Paul <pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>

Subject: Fwd: OTE Group CCAA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED [EXTERNAL]

Sorry for the gap - Please see attached thread from my team

Talk soon

Josh Witt CPA, CA

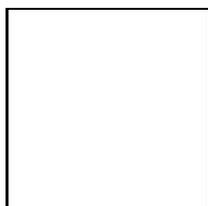
Chief Financial Officer

Pride Marine Group

Direct / Cell / Fax [705-242-3469](tel:705-242-3469)

Toll Free [800 991 3006](tel:800-991-3006) Ext. 196

Email jwitt@pridemarinegroup.com



----- Forwarded message -----

From: Aiste Garzon <agarzon@pridemarinegroup.com>

Date: Tue, Feb 28, 2023 at 2:08 PM

Subject: Re: OTE Group CCAA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED

To: Josh Witt <jwitt@pridemarinegroup.com>

Cc: Kristy Bonitatibus <kbonitatibus@pridemarinegroup.com>, Ian Knill <iknill@pridemarinegroup.com>

Hi Josh, here is the info you requested. I did not have any emails to back it up as I would only let sales know that the funds are in the bank. The only email I have is about a March 9th deposit where the customer deposited the funds to our Canadian wire account. In fact, they were sending the funds to our Canadian wire account up to that point and the bank was moving them to a US account. Once the bank changed their wire procedure, the funds went automatically deposited to our Canadian wire account by the system on March 9th. We ended up converting the funds to USD account on April 5th.

I attached all bank statements showing the deposits listed below.

\$4,176,000.40 (the "**Purchase Amount**")-amount converted to CAD

\$3,318,500 was paid as a deposit (the "**Deposit**") - customer paid in USD

\$857,500.40 was due on closing (the "**Closing Amount**") - our FX 1.2584 expense

Deposit \$3,315.500 breakdown:

Sep 22, 2020 Incoming Wire Payment INCOMING WIRE PAYMENT US ORIGINAL TRADER...
\$500,000.00 INCOMING WIRE PAYMENT US ORIGINAL TRADERS ENER
Oct 09, 2020 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Nov 10, 2020 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Nov 20, 2020 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Dec 08, 2020 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Dec 15, 2020 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Jan 15, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Jan 20, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Feb 05, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Feb 16, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT US GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT US GEN7 FUEL MANAGEMENT
Mar 09, 2021 Incoming Wire Payment WIRE PYMT AT 1.254250 USD 100000.00... \$125,425.00 WIRE PYMT AT
1.254250 USD 100000.00 FROM GEN7 FUEL MANAGEMENT
April 5, 2021 we moved March 9th wire to US account (statement attached below)
Mar 30, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
Apr 15, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
Apr 28, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
May 14, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
May 18, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$118,500.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
Jun 07, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
Jun 10, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA GEN7 FUEL MANAG...
\$100,000.00 INCOMING WIRE PAYMENT CA GEN7 FUEL MANAGEMENT
Aug 05, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA ORIGINAL TRADER...
\$1,000,000.00 INCOMING WIRE PAYMENT CA ORIGINAL TRADERS ENER
Aug 12, 2021 Incoming Wire Payment INCOMING WIRE PAYMENT CA 2658658 ONTARIO...
\$100,000.00 INCOMING WIRE PAYMENT CA 2658658 ONTARIO INC.

Thank you,

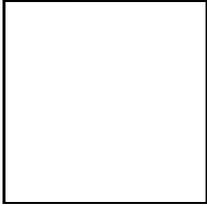
Aiste Garzon

Accounting Assistant

Pride Marine Group

Direct / Cell / Fax 705-996-0245

Toll Free 800 991 3006 Ext. 135
Email agarzon@pridemarinegroup.com



Please consider the environment before printing this email.

On Tue, Feb 28, 2023 at 9:33 AM Josh Witt <jwitt@pridemarinegroup.com> wrote:

Aisty can you assist with #1

Kristy do we have a signed BOS for Glen Page / Gen 7 ?

Ian - FYI

Talk soon

Josh Witt CPA, CA

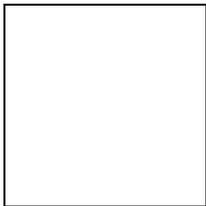
Chief Financial Officer

Pride Marine Group

Direct / Cell / Fax [705-242-3469](tel:705-242-3469)

Toll Free [800 991 3006](tel:800-991-3006) Ext. 196

Email jwitt@pridemarinegroup.com



----- Forwarded message -----

From: **Van Eyk, Paul** <pvaneyk@kpmg.ca>

Date: Sat, Feb 25, 2023 at 8:49 AM

Subject: RE: OTE Group CCAA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED

To: Josh Witt <jwitt@pridemarinegroup.com>

Cc: Lau, Duncan <duncanlau@kpmg.ca>

Josh,

As a follow-up to your email, can you pls confirm the following;

1. The purchase and sales document, shows a purchase price of \$4,176,000.40 (the “**Purchase Amount**”) of which \$3,318,500 was paid as a deposit (the “**Deposit**”) and \$857,500.40 was due on closing (the “**Closing Amount**”). Can you pls provide a breakdown as to how the Deposit was paid, i.e., dates, amounts, whom received from and appropriate support (i.e., emails). We assume the \$1M was part of this deposit, pls confirm. Secondly, can you pls confirm how the Closing Amount was paid and date of such payment and appropriate support. Pls provide details similar to the \$1M deposit to support receipt of funds and source. In summary, we need a breakdown as to how the Purchase Amount was paid for by date, source. Pls provide appropriate supporting documentation.
2. The purchase document provided is unsigned. Is this the official final copy or is there other signed documents that support this purchase and sale document provided? Pls confirm.

As per previous email, this request cannot be shared outside of Pride Marine Group and confidentiality must be maintained as part of the Monitor’s request for additional information. If you have any questions on attached, pls feel free to call my cell at 647-622-6586. If this information can be provided by Monday, February 27, 2023 by end of day (5PM Toronto), that would be greatly appreciated.

Thank you for your support in collecting this information.

Regards,

Paul

Paul van Eyk

Partner, Deal Advisory

KPMG LLP

M: 647-622-6586

pvaneyk@kpmg.ca

From: Josh Witt <jwitt@pridemarinegroup.com>

Sent: Friday, February 24, 2023 6:04 PM

To: Van Eyk, Paul <pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>

Subject: Re: OTE Group CCAA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED [EXTERNAL]

Hello,

Please find bank statement showing receipt of funds and contract associated with the unit

If you need anything further please let me know

Josh Witt CPA, CA

Chief Financial Officer

Pride Marine Group

Direct / Cell / Fax [705-242-3469](tel:705-242-3469)

Toll Free [800 991 3006](tel:800-991-3006) Ext. 196

Email jwitt@pridemarinegroup.com



On Thu, Feb 23, 2023 at 12:32 PM Kristy Bonitatibus <kbonitatibus@pridemarinegroup.com> wrote:

Please see attached.

Kristy Bonitatibus

Administrative Manager

Pride Marine Group

Direct / Cell / Fax [705-990-0172](tel:705-990-0172)

Toll Free [800 991 3006](tel:800-991-3006) Ext. 120

Email kbonitatibus@pridemarinegroup.com



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----- Forwarded message -----

From: **Pride Customer Care** <pridecustomercare@pridemarinegroup.com>
Date: Thu, Feb 23, 2023 at 12:25 PM
Subject: Fwd: OTE Group CCA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED
To: Kristy Bonitatibus <kbonitatibus@pridemarinegroup.com>

Thank you

Pride Customer Care

Pride Marine Group
Toll-Free: (888) 909-4484
Email pridecustomercare@pridemarinegroup.com

Customer Care Hours of Operation:

Monday-Friday: 8:00-6:00 Saturday: 9:00-5:00

NOTE: Please check our website for all Location Hours as Sales, Service and Parts Hours Vary.

Not Subject to Customer Care Hours.

<https://www.pridemarinegroup.com/>.

Thank you, and have an amazing day! :)

----- Forwarded message -----

From: **Van Eyk, Paul** <pvaneyk@kpmg.ca>
Date: Thu, Feb 23, 2023 at 12:20 PM

Subject: OTE Group CCA - CONFIDENTIAL & URGENT - RESPONSE REQUIRED

To: pridecustomercare@pridemarinegroup.com <pridecustomercare@pridemarinegroup.com>

Cc: CA-FM OTE Group <otegroup@kpmg.ca>

Mr. Paul Nickel,

I am sending you this correspondence as Court-Appointed Monitor of the OTE Group. After your review, if you have any questions please don't hesitate to reach out. Please respond to the information requests contained in this letter by the date outlined of February 27, 2023. As noted in our letter, the contents of this request cannot be shared with any third party and must be kept confidential.

Further information related to these insolvency proceedings can be found on the Monitor's website at <http://home.kpmg.ca/OTEGroup>

Regards,

Paul van Eyk

Paul van Eyk

Partner, Deal Advisory

KPMG LLP

pvaneyk@kpmg.ca

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This is Exhibit "N" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



MASTER LOAN AND SECURITY AGREEMENT

Master Loan and Security Agreement Number: 9505

This Master Loan and Security Agreement, dated as of **July 19, 2021** (this "Agreement"), is by and between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta, T2C 5N6, together with its successors and assigns, as "Lender", and **2658658 Ontario Inc.** as "Borrower", a corporation existing under the laws of the province of Alberta and having its head office at **2057 Parklane Cres, Burlington, Ontario L7M 3V6**. Certain defined terms used herein are identified in bold face and quotation marks throughout this Agreement and in Section 15 below. This Agreement sets forth the terms and conditions for the financing of Equipment between Lender and Borrower pursuant to one or more "Equipment Notes" incorporating by reference the terms of this Agreement, together with all exhibits, addenda, schedules, certificates, riders and other documents and instruments executed and delivered in connection with such Equipment Note (as amended from time to time, an "Equipment Note"). Each Equipment Note constitutes a separate, distinct and independent financing of Equipment and contractual obligation of Borrower. This Agreement is not an agreement or commitment by Lender or Borrower to enter into any future Equipment Notes or other agreements, or for Lender to provide any financial accommodations to Borrower. Lender shall not be obligated under any circumstances to advance any progress payments or other funds for any Equipment or to enter into any Equipment Note if there shall have occurred a material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor (as applicable). This Agreement and each Equipment Note shall become effective only upon Lender's acceptance and execution thereof at its corporate offices set forth above.

1. Equipment Note; Grant of Security Interest. Lender and Borrower agree to finance Equipment described in one or more Equipment Notes entered into from time to time, together with all other documentation from Borrower required by Lender with respect to such Equipment Note. Upon receipt of any item or group of Equipment intended for financing hereunder, Borrower shall execute an Equipment Note, with all information fully completed and irrevocably accepting such Equipment for Equipment Note, and deliver such Equipment Note to Lender for its review and acceptance. To secure the punctual payment and performance of Borrower's Obligations under each Equipment Note and, as a separate grant of security, to secure the payment and performance of all other Obligations owing to Lender, Borrower grants to Lender a continuing security interest in all of Borrower's right, title and interest in and to all Equipment, together with: (i) all parts, attachments, accessories and accessions to, substitutions and replacements for, each item of Equipment; (ii) all accounts, chattel paper, and general intangibles arising from or related to any sale, lease, Payments or other disposition of any Equipment to third parties, or otherwise resulting from the possession, use or operation of any Equipment by third parties, including instruments, investment property, deposit accounts, letter of credit rights, and supporting obligations arising thereunder or in connection therewith; (iii) all insurance, warranty and other claims against third parties with respect to any Equipment; (iv) all software and other intellectual property rights used in connection therewith; (v) proceeds of all of the foregoing, including insurance proceeds and any proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations; and (vi) all books and records regarding the foregoing, in each case, now existing or hereafter arising (the "Collateral"). Provided that there then exists no Event of Default, Lender's security interest in Collateral subject to an Equipment Note shall terminate upon the payment and performance of all Obligations of Borrower under the applicable Equipment Note. Notwithstanding the grant of a security interest in any Collateral, Borrower shall have no right to sell, lease, dispose or surrender possession, use or operation of any Equipment to any third parties without the prior written consent of Lender.

2. Payments; Interest on Overdue Payment. "Payments" of principal and interest payable by Borrower to Lender shall be payable to Lender during the "Equipment Note Term" through and including the "Maturity Date", all as provided in the Equipment Note. All Payments and other amounts payable under an Equipment Note shall be made in immediately available funds at Lender's address above or such other place as Lender shall specify in writing. Borrower shall without notice pay interest at the rate of twenty-four percent (24%) per annum, calculated and compounded monthly and not in advance, on: (A) any past due Payments, (B) any amounts which bear interest according to this Equipment Note and (C) any other amounts due to Lender hereunder which are not paid on their due dates; in each case from the date any such amount becomes due to interest bearing, before and after maturity, default and judgment, until such arrears or other amounts are paid in full. Except as specifically provided in the applicable Equipment Note, Borrower shall not have the right to prepay any Equipment Note. In no event, and notwithstanding anything contained herein to the contrary or in any Equipment Note, shall any provision herein or therein require interest in excess of the maximum amount permitted by applicable law. If necessary, to give effect to these provisions, Lender will, at its option, and in accordance with applicable law, either refund any amount to Borrower in excess of that allowed by applicable law or credit such excess amount against the then unpaid principal balance under the applicable Equipment Note(s). Unless otherwise provided herein, payments received under any Equipment Note will be applied to all interest, fees and other costs and expenses due and owing, then to accrued interest and then to unpaid principal.

3. Unconditional Financing; Disclaimer of Warranties. Borrower's Obligations under each Equipment Note (i) shall be non-cancelable, absolute and unconditional under all circumstances for the entire Equipment Note Term, (ii) shall be unaffected by the loss or destruction of any Equipment, and (iii) shall not be subject to any abatement, deferment, reduction, set-off, counterclaim, recoupment or defense for any reason whatsoever. TO THE EXTENT NOT PROHIBITED BY LAW OR STATUTE, BORROWER HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ALL APPLICABLE SALE OF GOODS, CONDITIONAL SALES, REGULATORY, CREDIT AND OTHER STATUTES AND ALL REGULATIONS MADE THEREUNDER IN ANY APPLICABLE JURISDICTION WHICH WOULD IN ANY MANNER AFFECT, RESTRICT OR LIMIT THE RIGHTS AND REMEDIES OF LENDER HEREUNDER, including, without limitation the generality of the foregoing, all of Borrower's rights, benefits and protections given or afforded by the provisions of Section 49 of the Law of Property Act (Alberta) and The Limitation of Civil Rights Act of Saskatchewan, as amended. Borrower also waives and assigns to Lender the right of any statutory exemption from execution or otherwise and further waives any right to demand security for costs in the event of litigation.

4. Installation, Maintenance and Repair; Use. Borrower shall, at its expense, be responsible for: (A) the delivery, installation, de-installation and re-delivery of the Equipment and (B) the maintenance, upkeep, care, servicing and repair (including necessary replacements of parts ("Maintenance") of the Equipment; in both cases by competent, duly qualified and licensed personnel acceptable to Lender and Borrower shall maintain all records, logs and other materials, in compliance with all manufacturer and vendor requirements to maintain all applicable warranties and insurance in effect and all applicable laws and regulations. Borrower shall at its expense keep the Equipment in good repair, condition and working order in compliance with manufacturer's recommendations and requirements. Borrower shall not, without the prior written consent of Lender, make any alterations, additions or improvement to the Equipment. All such alterations, additions or improvements shall be at Borrower's expense and shall belong to and become part of the Collateral subject to the Lender's security interest. [On Lender's request], Borrower shall enter into a Maintenance agreement respecting the Equipment with the manufacturer thereof or other Maintenance supplier acceptable to Lender. Borrower shall use the Equipment in a careful and prudent manner for the purpose for which it was designed and in accordance with manufacturer's guideline, the applicable operator's manual and not for any unlawful purpose and shall at Borrower's expense comply with and conform to all applicable laws, ordinances and regulations (including laws, ordinances and regulations concerning environmental matters) relating to the possession, use or Maintenance of the Equipment. Borrower shall only use the Equipment in connection with its business or in the carrying on of an enterprise and only for commercial, industrial, professional or handicraft purposes and shall not use the Equipment for any personal, family household or farming purposes. If the equipment is a vehicle, Borrower shall be responsible for payment of all tickets and other fines in connection with any traffic or parking violations. Borrower shall not change the location, or, in the case of over-the-road vehicles, the base of any Equipment specified in its Equipment Note without Lender's prior written consent. The Equipment may have a global positioning system ("GPS") or other technology that provides information about the location and or use and maintenance about the Equipment. The Borrower understands that the information resulting from this technology can be accessed by the Lender for so long as the Equipment is subject to an Equipment Note. Borrower hereby authorizes Lender to contact any third-party provider of such services and authorizes such third-party provider to provide the requested information to the Lender and to enable the system if requested by the Borrower.

5. Loss and Damage; Net Equipment Note. Borrower shall bear the entire risk of loss, damage, destruction, theft, seizure or governmental taking of the Equipment or any part thereof (any such case being a "Loss"), regardless of whether it is caused by any default or neglect of Borrower. No Loss shall relieve Borrower of its obligations hereunder. ALL COSTS AND EXPENSES RELATING TO THE EQUIPMENT OR ITS USE, MAINTENANCE OR POSSESSION SHALL BE BORNE BY BORROWER, INCLUDING ALL TAXES AND ALL FEES, CHARGES, CLAIMS AND FINES INCURRED OR ARISING IN CONNECTION WITH THE REGISTRATION, LICENSING OR OPERATION OF THE EQUIPMENT. The Payments and other amounts payable hereunder shall be absolutely net to Lender, free of all expenses or outgoings of any kind or nature. If Borrower fails to perform any of its obligations under this Equipment Note, Lender may do so on Borrower's behalf and shall be entitled to immediate reimbursement from Borrower; without prejudice to any other of Lender's rights or remedies, and Borrower appoints Lender its lawful attorney for such purposes.

6. Insurance; Failure to Insure. Borrower, at its own expense, will place and maintain with insurers acceptable to Lender, (i) comprehensive all risks insurance on the Equipment for its full replacement value, such insurance to include: (A) a loss payable clause in favour of Lender as first payee, and (B) a waiver of subrogation in favour of Lender and (ii) general public liability and property damage insurance with limits of liability equal to at least \$2,000,000 per occurrence (or such greater amount as Lender may require from time to time), and such insurance shall: (A) extend to all liabilities of Borrower arising out of its use or possession of Equipment, and (B) include a cross-liability provision which insures each person insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each. All insurance policies shall contain endorsements providing that: (A) thirty days written notice shall be given to Lender before a policy lapse or is materially altered or cancelled; (B) coverage shall be primary and not contributory; (C) Lender's interest as additional insured shall not be invalidated or otherwise affected by any act or omission, deliberate, negligent or otherwise of Borrower or its agents, servants or employees (such as a "standard mortgagee clause"); (C) Lender shall not be responsible for payment of any premium; and (D) Lender may elect to have all proceeds of loss payable only to itself. Borrower shall, on request, supply Lender with certified copies of all insurance policies or other evidence satisfactory to Lender of satisfaction of these insurance covenants. In the event of damage amounting to actual or constructive total loss of the Equipment, Lender shall be entitled to retain from all insurance proceeds an amount equal to the Prepayment Amount for such Equipment, together with the Payment scheduled for payment on such date, and all accrued interest, late charges and other amounts then due and owing under the Equipment Note. If Borrower fails to fulfill its insurance obligations hereunder, then, without prejudice to Lender's other rights and remedies, Lender shall have the right, but not the obligation, to procure insurance covering Lender's interest (but not Borrower's interest) in value of the Equipment underlying the Equipment Note, in such form and amount and with such insurers (including an insurer affiliated with the Lender) as Lender shall determine from time to time, all at Borrower's expense. Such expense (the "Insurance Expense") shall include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance, plus interest accruing on such expense at the interest rate provided herein for overdue amounts until such expense is reimbursed by Borrower to Lender. Borrower shall pay the Insurance Expense to Lender in equal installments at the same time and in the same manner as the remaining Payments. Borrower shall cooperate with Lender's insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing herein shall be deemed to obligate or entitle Lender to act as an insurer hereunder or to arrange any insurance for the benefit of Borrower. Nothing hereunder shall require Lender to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. Lender reserves the right to terminate any insurance coverage which Lender may arrange, or allow same to lapse, without incurring any liability to Borrower.

7. Indemnities; Taxes. Borrower hereby indemnifies Lender and agrees to save Lender harmless from and against all loss, costs, liabilities, claims, legal proceedings and expenses (including legal fees and costs, collectively "Legal Fees") whatsoever arising in connection with this Equipment Note, any Related Documents, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, Loss of the Equipment, Taxes, the recovery of claims under any insurance policy relating the Equipment, any use or operation of Equipment which infringes any patent or other industrial or intellectual property right of any person, any Default by Borrower, the exercise by Lender of any rights or remedies hereunder or any entry or taking of possession, removal or disabling of Equipment pursuant to Section 23. Borrower shall pay or reimburse Lender, and indemnify, defend and hold Lender harmless from, on an after-tax basis, all taxes, assessments, fees and other governmental charges paid or required to be paid by Lender or Borrower in any way arising out of or related to the Equipment or any Equipment Note before or during the Equipment Note Term or after the Equipment Note Term following an Event of Default, including foreign, Federal, provincial and municipal fees, taxes and assessments, and property, value-added, sales, use, gross receipts, excise, stamp and documentary taxes, and all related penalties, fines, additions to tax and interest charges ("Impositions"), excluding only federal and provincial taxes based on Lender's net income. Upon Lender's request, Borrower shall furnish proof of its payment of any Imposition.

8. Borrower Representations and Agreements. Borrower represents, warrants and covenants that: (A) the Borrower will continue to be validly incorporated (or otherwise established), organized and existing and in good standing; (B) it has all necessary power and authority to execute, deliver and perform this Equipment Note, each such action (i) having been duly authorized by all necessary action of Borrower, (ii) not being in conflict with any applicable law, the constating documents, resolutions or by-laws of Borrower or any indenture, instrument, agreement or undertaking to which it is a party or by which it or any of its assets are or may become bound, and (iii) not resulting in the creations of any Encumbrance on the Equipment; (C) this Equipment Note is and will continue to be the legal, valid and binding obligation of Borrower enforceable against it and effective against its creditors in accordance with its terms; (D) there are not pending or threatened actions or proceedings before any court, administrative agency or other tribunal that could have a material adverse effect on Borrower; (E) financial statements and other related information furnished by Borrower to Lender are prepared in accordance with generally accepted accounting principles and fairly present Borrower's financial position on their respective dates; (F) to evidence the foregoing Borrower shall provide legal opinions, resolutions and such other documents as Lender may reasonably request; (G) Borrower has had for the previous 5 years (except as previously disclosed to Lender in writing) the legal name and form of business organization in the jurisdiction described above; (H) Borrower's chief executive office and notice address is as described with its execution of this Agreement below; and (I) Borrower shall notify Lender in writing at least 30 days before changing its legal name, jurisdiction of organization, chief executive office location.

9. Title; Property; Security; Location.

- (a) Title: Personal Property. Borrower shall be the sole owner of Equipment free and clear of all liens or encumbrances, other than Lender's rights under the Equipment Note. Borrower will not create or permit to exist any lien, security interest, charge or encumbrance (collectively "Encumbrances" or an "Encumbrance") on any Equipment except those in favor of Lender. The Equipment shall remain personal property at all times, notwithstanding the manner in which it may be affixed to realty. Borrower shall obtain and record such instruments and take such steps as may be necessary to (i) prevent any creditor, landlord, mortgagee or other entity (other than Lender) from having any Encumbrance on any Equipment, and (ii) ensure Lender's right of access to and removal of Equipment in accordance with the terms hereof.
- (b) Location. Borrower shall maintain the Equipment at the Equipment Locations specified in the Schedules and shall not move the Equipment from such locations without the prior written consent of Lender. Lender shall have the right to inspect the Equipment and Borrower's Maintenance, insurance and Tax records at any time.

10. Default. Each of the following is a default (a "Default") by the Borrower: (a) Borrower fails to make any Payment or pay any other amounts due under this Equipment Note when the same is due and payable; (b) Borrower fails to perform, observe or comply with any other obligation, term or condition on its part to be performed, observed or complied with hereunder; (c) any event of default occurs under any other Equipment Note or contract between Lender and Borrower or under any material agreement between Borrower and any other person; (d) any representation or warranty made by Borrower to Lender in or in connection with this Equipment Note is incorrect; (e) the Equipment or any part thereof is subjected to an Encumbrance not caused by Lender, Borrower sells or attempts to sell or grant an Encumbrance on any part of the Equipment or the value of Lender's interest in the Equipment is materially impaired due to Loss; (f) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Borrower or its property; (g) if the Borrower sells all or substantially all of its assets and property to a third party or if there is a change of control of the Borrower or the Borrower amalgamates with a third party and the Borrower is not the surviving entity; (h) Lender in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by Borrower under this Equipment Note is or is about to be impaired or the Equipment is or is about to be placed in jeopardy; or (i) any Guarantor of Borrower's obligations hereunder disputes its obligations under its guarantee or seeks to determine its obligations hereunder or to terminate its guarantee of Borrower's future obligations or becomes subject to any of the events in clauses (b), (c), (d), (f), or (h) of this Section.

11. Remedies. (a) Upon the occurrence of a Default, Lender may, in its discretion, exercise any one or more of the following remedies with respect to any or all Equipment Notes or Equipment: (1) accelerate the maturity of any Equipment Note and declare the Prepayment Amount thereof to be immediately due and payable together with any other unpaid principal, accrued interest or other amounts due and owing thereunder; (2) cause Borrower to promptly discontinue use of or disable any Equipment, and, at Borrower's expense, have the Equipment assembled, prepared and adequately protected for shipment (together with all related manuals, documents and records, and any other Collateral), and either surrendered to Lender in place or shipped (freight and insurance pre-paid) to such location as Lender may designate within Canada, in the condition required under Section 4 hereof, qualified for the manufacturer's (or its authorized servicing representative's) then available service contract or warranty, and able to be put into immediate service and to perform at manufacturer's rated levels (if any); (3) remedy such Default or proceed by court action, either at law or in equity, to enforce performance of the applicable provisions of any Equipment Note; (4) with or without court order, enter upon the premises where Equipment is located and repossess and remove the same, all without liability for damage to such premises by reason such entry or repossession, except for Lender's gross negligence or willful misconduct; (5) dispose of any Equipment in a public or private transaction, or hold, use, operate or keep idle the Equipment, free and clear of any rights or interests of Borrower therein; (6) recover direct, incidental, consequential and other damages for the breach of any Equipment Note, including the payment of all unpaid principal, accrued interest and other amounts payable thereunder, and all costs and expenses incurred by Lender in exercising its remedies or enforcing its rights thereunder (including all Legal Fees); (7) without notice to Borrower, apply or set-off against any Obligations all security deposits, advance payments, proceeds of letters of credit, certificates of deposit (whether or not matured), securities or other additional collateral held by Lender or otherwise credited by or due from Lender to Borrower; or (8) pursue all other remedies provided under the PPSA or other applicable law. Borrower shall pay interest equal to the lesser of (a) 24% per annum, or (b) the highest rate permitted by applicable law ("Default Rate") on (i) any amount other than Payments owing under any Equipment Note and not paid when due, (ii) any Payment not paid within 30 days of its due date, and (iii) any amount required to be paid upon acceleration of any Equipment Note under this Section 11. Any Payments received by Lender after a Default, including proceeds of any disposition of Equipment, shall be applied in the following order: (A) to all of Lender's costs (including Legal Fees), charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment or other Collateral or enforcing the provisions hereof; (B) to the satisfaction of all outstanding Obligations; and (C) the balance, if any, shall be disbursed to Borrower unless otherwise required by law. Lender shall account to Borrower for any surplus realized upon such sale or other disposition, and Borrower shall remain liable for any deficiency with respect to the Obligations. (b) No remedy referred to in this Section 11 shall be exclusive, each shall be cumulative (but not duplicative of recovery of any Obligation) and in addition to any other remedy referred to above or otherwise available to Lender at law or in equity, and all such remedies shall survive the acceleration of any Equipment Note. Lender's exercise or partial exercise of, or failure to exercise, any remedy shall not restrict Lender from further exercise of that remedy or any other available remedy. No extension of time for payment or performance of any Obligation shall operate to release, discharge, modify, change or affect the original liability of Borrower for any Obligations, either in whole or in part. Lender may proceed against any Collateral or Guarantor or may proceed contemporaneously or in the first instance against Borrower, in such order and at such times following an Event of Default as Lender determines in its sole discretion. In any action to repossess any Equipment or other Collateral, Borrower waives any bonds and any surety or security required by any

applicable laws as an incident to such repossession. Notices of Lender's intention to accelerate, acceleration, nonpayment, presentment, protest, dishonor, or any other notice whatsoever (other than notices of Default specifically required of Lender pursuant to Section 10 above) are waived by Borrower and any Guarantor. Any notice given by Lender of any disposition of Collateral or other intended action of Lender which is given in accordance with this Agreement at least 10 business days prior to such action shall constitute fair and reasonable notice of such action.

12. Assignment. This Equipment Note and all the rights, remedies and benefits of Lender hereunder may be assigned by Lender without notice to or the consent of Borrower and/or the Lender may grant to a third party a security interest in the Equipment Note and Equipment and Borrower hereby accepts such assignments or granting of security interest and waives signification of the act of assignment and the delivery of a copy of any assignment document. Upon such assignment or security interest: (A) the assignee (the "Assignee") shall be entitled to enforce the rights and remedies and to receive all benefits which would otherwise accrue to the original Lender under this Equipment Note; (B) the Assignee shall be deemed to be Lender for the purpose of all such rights, remedies and benefits, (C) the Assignee shall have no obligations to Borrower to perform any of the obligations of the original Lender hereunder or otherwise in respect of the Equipment, all of which are retained by the original Lender, and (D) Borrower's rights hereunder as against the original Lender shall be unaffected except as herein specifically provided. Borrower agrees not to assert against the Assignee any claim by way of abatement, defense, set-off, compensation, counterclaim or the like which Borrower may have against the original Lender. Upon notice of any assignment Borrower shall unconditionally pay to such Assignee all Obligations and other amounts due hereunder and shall not assert any defense against such Assignee in any action for Obligations or other amounts due and payable hereunder, except the defense of payment to the Assignee. If requested by the Lender, the Borrower shall deliver to the Assignee a confirmation as to certain matters which the Lender may request, which confirmation shall include but not be limited to: (A) the remaining term of the Equipment Note and payment due thereunder, (b) the nature and location of the Equipment, (c) the status of the Equipment Note and that no Default has occurred there under.

13. Financial and Other Data, (a) During any Equipment Note Term, Borrower shall (i) maintain books and records in accordance with generally accepted accounting principles ("**GAAP**") and prudent business practice; (ii) promptly provide Lender, within **120** days after the close of each fiscal year, and, upon Lender's request, within **45** days of the end of each quarter of Borrower's and any Guarantor's fiscal year, a copy of financial statements for Borrower and each Guarantor (as applicable) requested by Lender, in each case prepared in accordance with GAAP and (in the case of annual statements) audited by independent certified public accountants and (in the case of quarterly statements) certified by the chief financial officer of Borrower or Guarantor, as applicable; provided, however, that for so long as Borrower or any such Guarantor is legally and timely filing annual and quarterly financial reports on Sedar which are readily available to the public, the filing of such reports shall satisfy the foregoing financial statement reporting requirements for such entity; and (iii) furnish Lender all other financial information and reports and such other information as Lender may reasonably request concerning Borrower, any Guarantor and their respective affairs, or the Equipment or its condition, location, use or operation. (b) Borrower represents and warrants that all information and financial statements at any time furnished by or on behalf of Borrower or any Guarantor are accurate and reasonably reflect as of their respective dates, results of operations and the financial condition of Borrower, such Guarantor or other entity they purport to cover. Credit and other information regarding Borrower, any Guarantor or their Affiliates, any Equipment Note or Equipment may be disclosed by Lender to its Affiliates, agents and potential Assignees, and shall not be deemed to be proprietary or confidential under any agreement that may purport to limit or prohibit such disclosure.

14. Definitions. As used herein, the following terms shall have the meanings assigned or referred to them below:

"Affiliate" means any entity controlling, controlled by or under common control with the referent entity; "control" includes (i) the ownership of 25% or more of the voting stock or other ownership interest of any entity and (ii) the status of a general partner of a partnership or managing member of a limited liability company.

"Equipment" means the items, units and groups of personal property, licensed materials and fixtures described in each Equipment Note together with all replacements, parts, additions, accessories and substitutions therefore; and "item of Equipment" means each functionally integrated and separately marketable group or unit of Equipment.

"Guarantor" means any guarantor, surety, endorser, general partner or co-Borrower of Borrower, or other party liable in any capacity, or providing additional collateral security for, the payment or performance of any obligations of Borrower.

"Obligations" means and includes all obligations of Borrower owing to Lender under this Agreement, any Equipment Note or any Related Agreement, or of any Guarantor owing to Lender under any guaranty, together with all other obligations, indebtedness and liabilities of Borrower to Lender under any other financings, leases, loans, notes, progress payment agreements, guaranties or other agreements, of every kind and description, now existing or hereafter arising, direct or indirect, joint or several, absolute or contingent, whether for payment or performance, regardless of how the same may arise or by what instrument, agreement or book account they may be evidenced, including without limitation, any such obligations, indebtedness and liabilities of Borrower to others which may be obtained by Lender through purchase, negotiation, discount, transfer, assignment or otherwise.

"PPSA" means Personal Property Security Act in effect in the jurisdiction where the equipment is located.

"Prepayment Amount" means, collectively, the entire unpaid principal balance of any Equipment Note as of any particular date, together with (a) all accrued interest and other charges then owing under such Equipment Note, and (b) the prepayment charge provided in the applicable Equipment Note, if any.

"Related Agreement" means and includes any guarantee and any approval letter or progress payment, assignment, security or other agreement or addendum related to this Agreement, any Equipment Note, any Schedule or any Equipment to which Borrower or any Guarantor is a party.

15. Miscellaneous.

- (a) Credit Investigation: Subject to applicable legislation, Borrower hereby consents to Lender conducting a credit investigation of Borrower and to Lender making inquiries with financial institutions or other persons in a business relationship with Borrower in connection therewith; Borrower hereby authorizes and directs such persons to answer Lender's inquiries
- (b) Fees: Lender shall be entitled to charge Borrower such fees and other charges as it may establish from time to time for the administration of any ancillary matters to this Equipment Note, including the reimbursement of any fees payable by Lender for each security registration required in connection with this Equipment Note and such fees for invoices as Lender may from time to time establish and any costs (including internal administration costs) incurred by the Lender for insufficient funds).
- (c) Information: Borrower agrees that Lender may provide copies of this Equipment Note, any Schedule and/or information concerning Borrower and its obligations hereunder to any person.
- (d) Entire Agreement: This Equipment Note (including all details set forth above in any Schedule, addendum or amendment to this Equipment Note which is in writing, references this Equipment Note and is signed by Borrower and Lender at any time) constitutes the entire agreement between Lender and Borrower with respect to its subject matter.
- (e) Applicable Law: This Equipment Note shall be governed by the laws of the Province of Alberta and the Federal Laws of Canada

applicable therein.

- (f) **Enurement:** Subject to the terms hereof, this Equipment Note shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.
- (g) **Interpretation:** Whenever the context of this Equipment Note so requires, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Time is of the essence of this Equipment Note and each of its provisions. Headings are for convenience of reference only and do not affect interpretation. The word "including" means "including without limitation".
- (h) **Notices:** Any notice required or permitted to be given hereunder must be in writing and will conclusively be deemed to have been received by its recipient on the business day it is delivered or sent by facsimile transmission to a party at the address indicated on the first page hereof (or at such other address as such party specifies to the other party in writing) or, if sent by registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address.
- (i) **Severability:** Any provision of this Equipment Note prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of Lender, be ineffective without invalidating the remaining provisions of this Equipment Note; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by Borrower.
- (j) **Further Assurances:** Borrower agrees to do all things and execute or obtain all documents as may be required by Lender in order to give effect to or better evidence this Equipment Note including the execution of financing statements or other documents to effect security registrations to protect Lender's interest, any acknowledgments required by an Assignee and any waivers or subordinations from Borrower's landlord or creditors.
- (k) **Language.** The parties hereby acknowledge that they have required this contract, and all other agreements and notices required or permitted to be entered into or given pursuant hereto, to be drawn up in the English language only. Les parties reconnaissent avoir demandé que le présent contrat ainsi que toute autre entente ou avis requis ou permis à être conclu ou donné en vertu des dispositions du présent contrat, soient rédigés en langue anglaise seulement.
- (l) **Survival.** Notwithstanding any other sections hereof, all obligations of Borrower under sections 2, 4, 5, 7, 8, 9(a), 9(b), 10, 11, 12 and 15(a), hereof and the rights and remedies of Lender hereunder shall survive the termination of this Equipment Note and the receipt of all Payments and payment in full of all of the Obligations and other amounts payable by Borrower hereunder.
- (m) **Joint and Several Liability.** If more than one person executes this Equipment Note, their obligations hereunder shall be joint and several and, in the Province of Quebec, solidary without benefit of division or discussion.
- (n) **Receipt of Copy Etc.** Borrower acknowledges receipt of a true copy of this Equipment Note and any Schedule and waives, to the extent permitted by applicable law, all rights to receive copies of financing statements, financing change statements, verification statements or copies of other notices or filings made by Lender at any time in connection with this Equipment Note, any other Equipment Note or any amendment thereof.
- (o) **Personal Information.** Borrower hereby authorize Lender and any of its representatives or partners to collect, use and disclose Borrower's personal information for the purposes of investigating and providing financial services. Borrower has been informed by Lender or its partners or representatives, that Borrower's personal information is collected, used and disclosed for the following purposes: (A) to collect credit and related financial information from Borrower, from credit agencies, and from any parties listed herein, and (B) to use the information collected to determine Borrower's financial situation, to provide financial services Borrower has requested and to offer additional products and services of Lender that may be of benefit to Borrower, and (C) to share the information with assignees, bankers or funding partners of Lender, and (D) to share the information collected and any information on Borrower's commercial dealings with Lender with credit agencies or other financial institutions.
- (p) **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- (q) **Electronic Execution.** Any party may deliver an executed signature page to this Agreement by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the Agreement by such party.

In Witness Whereof, Lender and Borrower have executed this Agreement as of the date first above written.

ESSEX LEASE FINANCIAL CORPORATION

2658658 ONTARIO INC.

By: 
 Name/Title: D54962A42B414AB...

By: 
 Name/Title: 805421515AE34499
Glenn Page, Director



Equipment Note Number: 9505-305914

This **Equipment Security Note** ("Equipment Note"), dated as of **July 19, 2021** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **2658658 Ontario Inc.** ("Borrower,") is executed pursuant to Master Loan and Agreement Number **9505** dated **July 19, 2021** (the "**Master Agreement,**") which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default,**" as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$1,230,000.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2022 Azimut S7 Mini-Fly Exploration Vessel s/n XAXS7047F122 c/w Volvo Penta D13 IPS 1050 800 mHP (s/n 20132060472), Volvo Penta D13 IPS 1050 800 mHP (s/n 20132060504), Volvo Penta D13 IPS 1050 800 mHP (s/n 20132060470)	\$1,230,000.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 2057 Parklane Cres, Burlington, ON L7M 3V6

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$1,230,000.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty (60)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **September 1, 2021** (the "**Initial Payment**") and continuing thereafter through and including **August 1, 2026** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six And Forty-Nine Hundredths (6.49%) percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **\$24,112.65**.

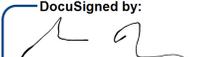
5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

2658658 ONTARIO INC.

By: 
Name/Title: U54962A42B414AB...

By: 
Name/Title: SUS42ED1BAE4489
Glenn Page, Director

Acceptance Date: July 19, 2021

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Master Loan Agreement & Equipment Note Letter of Direction

Subject: Master Loan Agreement & Equipment Note **9505-305914** dated **July 19, 2021**

Please accept this letter as your authorization and direction to disburse proceeds of the subject **Master Loan Agreement & Equipment Note** as follows:

Gen 7 Fuel Management Services LP

\$1,230,000.00

Payment by this method shall constitute full payment under the subject **Master Loan Agreement & Equipment Note**.

Yours very truly,

2658658 Ontario Inc.

DocuSigned by:

A handwritten signature in black ink that reads "Glenn Page".

50542E61BAE3490...

Glenn Page, Director

View Wire

Payment Information

Wire Routing Type: Canada (Institution # / Transit # /Account #)
Wire ID: 326889
Reference Number: ATB009083926679
Created On: 8/20/2021 10:12 AM
Effective Date: 8/20/2021
Amount: 1,230,000.00
Currency: CAD
From Account: ATB Chequing - 760-00194721479 CAD
Status: Processing
Message to Beneficiary: Equipment Note 9509-305914

Beneficiary Information

Name: Gen 7 Fuel Management Services LP
Address: 7263 Indian Line Scotland, ON N0E 1R0
Canada
Phone Number:

Beneficiary Bank Account Information

Bank Number: 003
Transit Number: 01144
Bank Name: ROYAL BANK OF CANADA
Address: OHSWEKEN BR 1721 CHIEFSWOOD RD-PO BOX 279
OHSWEKEN, ON N0A 1M0
CANADA
Account Number: 1008705
Bank Instructions:

[Back](#)



This is Exhibit "O" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill". The signature is written in a cursive style with a large initial 'S'.

Commissioner for Taking Affidavits

FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, forthwith after demand made therefor as hereinafter provided, payment to and indemnifies **ESSEX LEASE FINANCIAL CORPORATION** ("ELFC") for, all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **2658658 Ontario Inc.** ("Customer") to ELFC whether arising from agreement or dealings between ELFC and the Customer or from agreement or dealings between ELFC and any third person by which the Customer now is or hereafter may become indebted or liable to ELFC or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. ELFC may increase, reduce, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as ELFC may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as ELFC may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of ELFC against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to ELFC of all indebtedness and liability aforesaid; provided however that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to ELFC but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to ELFC incurred prior to the expiration of 30 days from the date of receipt of such notice by ELFC.
4. ELFC shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by ELFC from the Customer or others, whether occasioned through the fault of ELFC or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this Guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from ELFC shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to ELFC after demand therefor by ELFC.
8. Any account settled or stated by or between ELFC and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to ELFC is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If ELFC should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until ELFC's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, ELFC shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to ELFC by the Customer. In the event of the valuation by ELFC of any of its securities and/or the retention of such securities by ELFC, such valuation and/or retention shall not, as between ELFC and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to ELFC, or any part thereof.
10. Any notice or demand which ELFC may wish to give may be served on the Guarantor either personally on him or his legal personal representative or in the case of a corporation, on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known address of the Guarantor to be served as it appears on ELFC's records and the notice so sent shall be deemed to be received on the second business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to ELFC, the Guarantor hereby grants to ELFC a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to ELFC and postponed to the present and future debts and liabilities of the Customer to ELFC. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to ELFC, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of ELFC, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by ELFC. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from ELFC a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to ELFC then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until ELFC has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default ELFC may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. ELFC's rights are cumulative and shall not be exhausted by the exercise of any number of successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to ELFC on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by ELFC for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by ELFC of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by ELFC from time to time as ELFC's prime lending rate. A statement signed by any officer of ELFC confirming ELFC's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by ELFC. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by ELFC shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of **Alberta** and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the course of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit ELFC's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of ELFC and shall be binding upon the Guarantor and the heirs, executors, administrators, and successors of the guarantor.
18. This instrument may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
19. Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the agreement by such party.

GIVEN under seal at _____ this Jul 21, 2021 _____.

Guarantor:

2496750 Ontario Inc

DocuSigned by:

Donald Herbert Miles Hill

Name/Title:

Donald Herbert Miles Hill, Director

38F8EF80DD4C4C4...

CERTIFIED COPY OF RESOLUTION OF THE DIRECTORS OF

2496750 Ontario Inc. (the "Corporation")

TO: **ESSEX LEASE FINANCIAL CORPORATION**, its principals, successors and assigns ("ELFC")

RE: Guarantee dated Jul 21, 2021 (the "Guarantee", a copy of which is attached hereto).

The undersigned, in my capacity as a duly appointed officer of the Corporation, hereby certifies to ELFC, that the following is a true and complete copy of a resolution validly passed by the duly appointed and constituted board of directors of the Corporation pursuant to and in accordance with the provisions of the applicable legislation governing the corporation and the corporation's constating documents, by-laws and shareholders agreement, if any, that such resolution is on the date hereof in full force and effect, unamended and that the execution and delivery of the Guarantee does not contravene any of the provisions of the applicable legislation governing the corporation with respect to the giving of financial assistance;

"BE IT RESOLVED that;

1. The corporation is hereby authorized to guarantee the debts, liabilities and obligations of **2658658 Ontario Inc.** to ELFC and to enter into and perform its obligations under a guarantee (the "Guarantee") to and in favour of ELFC, a copy of which is attached hereto, in such form as any director or officer of the Corporation may approve;
2. Any director or officer of the Corporation is hereby authorized and directed to execute (whether under corporate seal or otherwise) and deliver the Guarantee as such director or officer may approve for and in the name of and on behalf of the Corporation, the execution of the Guarantee to be conclusive evidence of such director's or officer's approval of the form and terms of the Guarantee; and
3. Upon the execution of the Guarantee, any officer or director of the Corporation is hereby authorized and directed to do all other things and to execute and deliver all other agreements, certificates, documents and instruments (whether under corporate seal or otherwise) as may be necessary or desirable in the opinion of such officer or director to effectively carry out the purpose and intent of the Guarantee".

DATED Jul 21, 2021 at Wilsonville, ON.

DocuSigned by:

Donald Herbert Miles Hill

Name/Title: **Donald Herbert Miles Hill, Director**

This is Exhibit "P" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

Client	Transaction #	Cargo Control #	PO #	Vendor Name	ETA	Release Date	Duty	GST	Value For Duty (CDN)	Container #	Bill of Lading	Cole Invoice #	Vendor Invoice #	Release Office	Pieces	Weight	Location of Good	Carrier Name
SCOTT HILL, KRISTINE HILL	552021436	HCGM13409552021436	N/A	9 - PRIDE MARINE GROUP LTD.	2021/08/06	2021/08/06	374675.24	226886.67	4163058.25	NA	NA	81429442	10005997354	417 - HAMILTON INT'L AIRPORT	16 BLK	1000 KG	HAMILTON HARBOUR CUS	HAND CARRIED GOODS

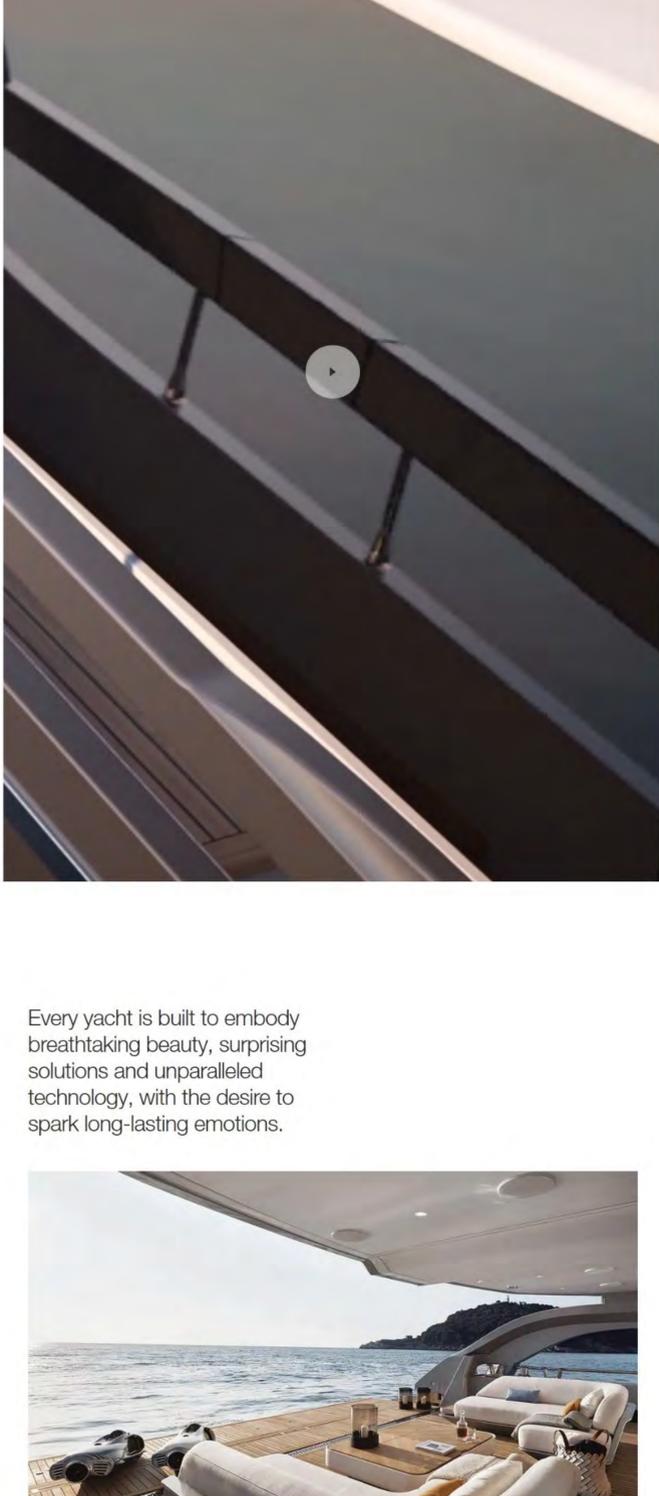
This is Exhibit "Q" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

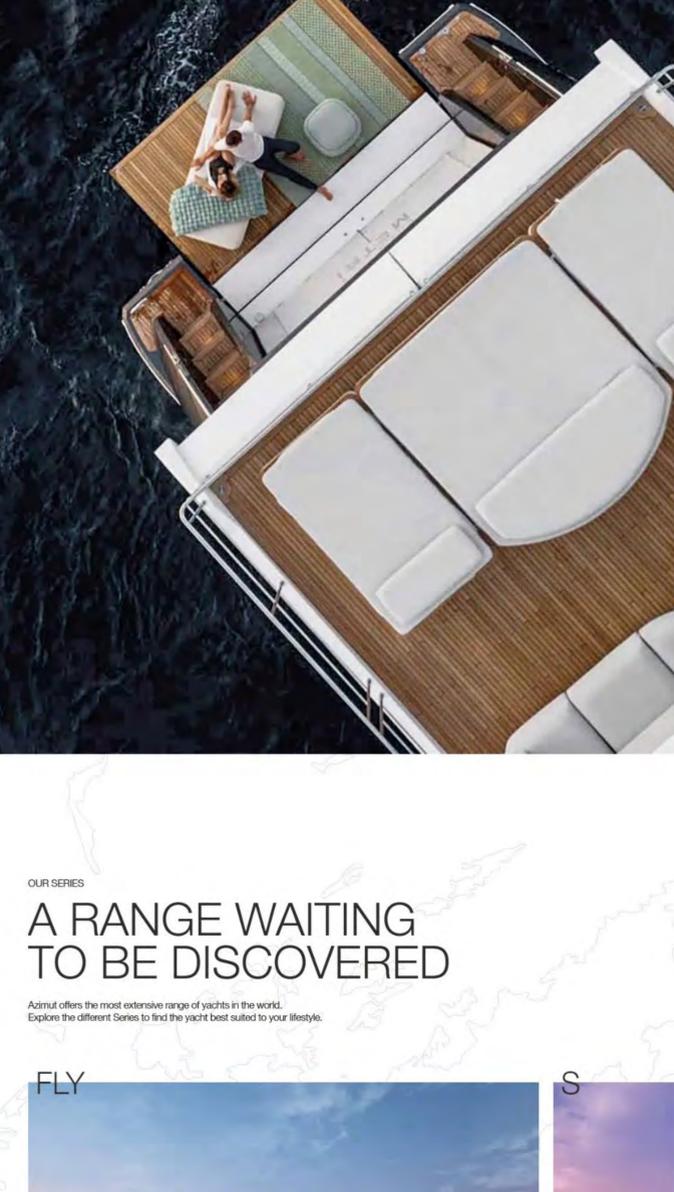
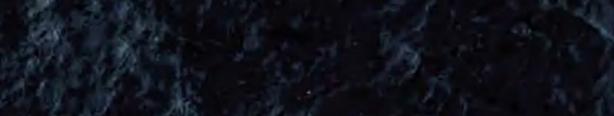
Commissioner for Taking Affidavits

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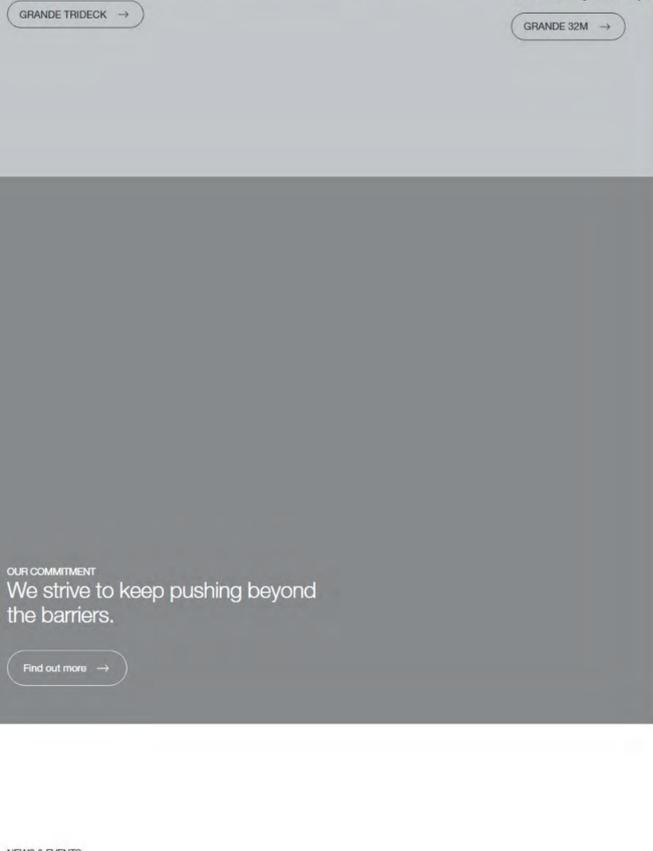


Explore Fly →

S



Explore S →



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GRANDE TRIDECK →



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GRANDE 32M →

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DUBAI INTERNATIONAL BOAT SHOW 2023

Stand Azimut / Seas & Deserts™ MD-35

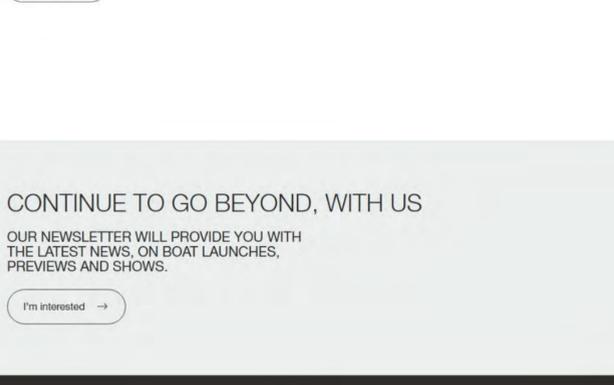
More info →

PAST BOAT SHOWS
15-19
FEB
2023

MIAMI INTERNATIONAL BOAT SHOW 2023

1 Herald Plaza Miami, FL 33132SUP 1A

More info →

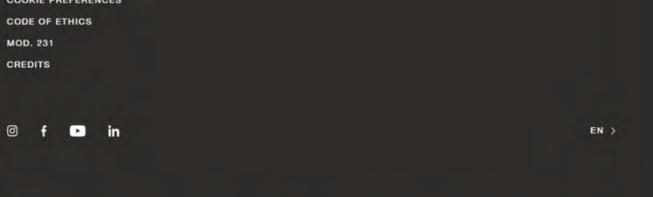


13 FEB 2023

NEWS

A PARADE OF AZIMUT YACHTS PAYS TRIBUTE TO U.S. OWNERS AT THE DISCOVER BOATING MIAMI INTERNATIONAL BOAT SHOW 2023

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This is Exhibit "R" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

Transport Canada

[Home](#) > [Marine Transportation](#) > [Marine Safety](#) > [Products & Services](#) > [Vessel Registration Query System](#) >
Details for registered vessel CUZ WE CAN (O.N. 844825)

Details for registered vessel CUZ WE CAN (O.N. 844825)

Vessel

Official Number	844825
Vessel Name	CUZ WE CAN
Former Vessel Name	-
IMO Number	-
Hull Number	XAXS7047F122
Year Built	2021
Year Rebuilt	-
Port of Registry	HAMILTON
Registry Date	2021-08-13
Certificate Expires	2024-08-31
Number of Encumbrances	1

General Statistics

Vessel Type	PLEASURE CRAFT
Gross Tonnage	71.18
Net Tonnage	53.39
Construction Type	MOULDED
Construction Material	FABRIC/GRP
Vessel Length (m)	20.94
Vessel Breadth (m)	5.13
Vessel Depth (m)	2.79

Engine

Engine Description	DIESEL
Number of Engines	3
Propulsion Type	SELF-PROPELLED
Speed (knots)	26.0
Propulsion Method	TRIPLE SCREW
Propulsion Power	1764
Unit of Power	KILOWATTS

Builder

Name	AZIMUT BENETTI SPA
-------------	--------------------

Date Modified: 2018-08-02

Address	VIA M. LUTHER KING - 10051
City	AVIGLIANA, TORINO
Country	ITALY
Postal Code	-

Owners

Sequence #1. Number of Shares: 64

Name	2658658 ONTARIO INC.
Address	118 MAIN STREET NORTH
City	WATERDOWN
Country	CANADA
Postal Code	L0R 2H0

Authorized Representative

Name	2658658 ONTARIO INC.
Address	118 MAIN STREET NORTH
City	WATERDOWN
Country	CANADA
Postal Code	L0R 2H0

This is Exhibit "S" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



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1 record(s) found.

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Search Results

MMSI	Vessel Name	Vessel Identification Number	Call Sign
316047137	CUZ WE CAN		

Date modified: 2023-02-22

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This is Exhibit "T" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 1
(2598)

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

TYPE OF SEARCH : BUSINESS DEBTOR

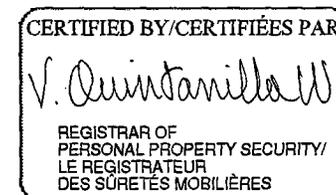
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.

FILE CURRENCY : 20FEB 2023

ENQUIRY NUMBER 20230221153058.55 CONTAINS 13 PAGE(S), 3 FAMILY(IES).

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

AIRD & BERLIS LLP
ATTN: JENAYA MCLEAN
HOLD FOR PICKUP
TORONTO ON M5J2T9



(crj6 05/2022)

CONTINUED...

2

RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 2
(2599)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
785914164

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	2		20220818 0957 1793 6071	P PPSA	5

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02 DEBTOR NAME
03 BUSINESS NAME 2658658 ONTARIO INC.

04 ADDRESS 2057 PARKLANE CRES BURLINGTON ONTARIO CORPORATION NO. ON L7M3V6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME
06 BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / ORIGINAL TRADERS ENERGY LP

09 LIEN CLAIMANT ADDRESS 7331 INDIAN LINE ROAD WILSONVILLE ON N0E1Z0

COLLATERAL CLASSIFICATION

CONSUMER GOODS	MOTOR VEHICLE	AMOUNT	DATE OF MATURITY	NO FIXED OR MATURITY DATE
X	X	X	X	X

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2022 AZIMUT	S7	XAXS7047F122
12	2022 VOLVO	PENTA D13-IPS 1050	20132060472

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AIRD & BERLIS LLP (301404)
17 AGENT ADDRESS 181 BAY STREET, SUITE 1800 TORONTO ON M5J2T9

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

CONTINUED... 3

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 3
(2600)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
785914164

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	2		20220818 0957 1793 6071		

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02 DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05 DEBTOR NAME

BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ORIGINAL TRADERS ENERGY LTD.

09 ADDRESS 7331 INDIAN LINE ROAD WILSONVILLE ON N0E1Z0

COLLATERAL CLASSIFICATION

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

10

MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.
11	2022	VOLVO	PENTA D13-IPS 1050	20132060504
12	2022	VOLVO	PENTA D13-IPS 1050	20132060470

13 GENERAL COLLATERAL DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

4

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRÉTÉS MOBILIÈRES

(e)11fv 05/2022

Ontario 

RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 4
(2601)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
774456696

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20210715 1311 9403 0167	P PPSA	06

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 2658658 ONTARIO INC.

04 ADDRESS 2057 PARKLANE CRES BURLINGTON ONTARIO CORPORATION NO. ON L7M 3V6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ESSEX LEASE FINANCIAL CORPORATION

09 ADDRESS 10768 74TH STREET SE CALGARY AB T2C 5N6

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

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE 2022 AZIMUT S7 MINI-FLY EXPLORA XAXS7047F122

2022 VOLVO PENTA D13 IPS 1050 20132060472

13 GENERAL 2022 AZIMUT S7 MINI-FLY EXPLORATION VESSEL S/N XAXS7047F122 C/W VOLVO
14 COLLATERAL PENTA D13 IPS 1050 800 MHP (S/N 20132060472), VOLVO PENTA D13 IPS
15 DESCRIPTION 1050 800 MHP (S/N 20132060504), VOLVO PENTA D13 IPS 1050 800 MHP (S/N

16 REGISTERING AGENT ESSEX LEASE FINANCIAL CORPORATION

17 ADDRESS 10768 74TH STREET SE CALGARY AB T2C 5N6

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

CONTINUED... 5

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF PERSONAL PROPERTY SECURITY/
LE REGISTREUR DES SÛRETÉS MOBILIÈRES

(en1fv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/17
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 5
(2602)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
774456696

00

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	002	4		20210715 1311 9403 0167		

01

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

02

BUSINESS NAME

03

ONTARIO CORPORATION NO.

04

ADDRESS

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

05

BUSINESS NAME

06

ONTARIO CORPORATION NO.

07

ADDRESS

SECURED PARTY / LIEN CLAIMANT	ADDRESS
-------------------------------	---------

08

COLLATERAL CLASSIFICATION

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

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
	2022 VOLVO	PENTA D13 IPS 1050	20132060504
	2022 VOLVO	PENTA D13 IPS 1050	20132060470

11

12

13 GENERAL 20132060470) THE GOODS DESCRIBED HEREIN, TOGETHER WITH ALL
14 COLLATERAL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,
15 DESCRIPTION ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM

16

REGISTERING AGENT	ADDRESS
-------------------	---------

17

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

CONTINUED...

6

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 6
(2603)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LITEN

00 FILE NUMBER
774456696

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
003 4 20210715 1311 9403 0167

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LITEN CLAIMANT ADDRESS

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

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

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE
14 COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY
15 DESCRIPTION INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

7

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 7
(2604)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER
774456696

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CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	004	4		20210715 1311 9403 0167		

01

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

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

10

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT

17 ADDRESS

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

CONTINUED...

8

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)

Ontario 

RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 8
(2605)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER				
01	001	1		20220323 1331 9403 0199					
21	RECORD REFERENCED	FILE NUMBER	774456696						
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED A AMENDMENT	RENEWAL YEARS	CORRECT PERIOD				
23	REFERENCE	FIRST GIVEN NAME	INITIAL	SURNAME					
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2658658 ONTARIO INC.						
25	OTHER CHANGE REASON/ DESCRIPTION	ADD DEBTOR							
02/	DEBTOR/ TRANSFEREE	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
03/	TRANSFEREE	BUSINESS NAME	OTE LOGISTICS LP						
04/07	ADDRESS	1110 BRANT HWY 54 UNIT 3	CALDONIA	ONTARIO CORPORATION NO.	ON N3W 2G9				
29	ASSIGNOR	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE							
08	ADDRESS								
09	COLLATERAL CLASSIFICATION	CONSUMER	MOTOR VEHICLE	DATE OF	NO FIXED				
10	GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER INCLUDED	AMOUNT	MATURITY	OR	MATURITY DATE
11	MOTOR VEHICLE	YEAR	MAKE	MODEL	V.I.N.				
12	GENERAL								
13	COLLATERAL								
14	DESCRIPTION								
15	REGISTERING AGENT OR	ESSEX LEASE FINANCIAL CORPORATION							
16	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	10768 74 STREET SE	CALGARY	AB	T2C 5N6			

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

CONTINUED...

9

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cr)2fv 05/2022



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 9
(2606)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
774458631

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
	001	4		20210715 1321 9403 0168	P PPSA	10

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

03 NAME BUSINESS NAME 2658658 ONTARIO INC.

04 ADDRESS 2057 PARKLANE CRES BURLINGTON ONTARIO CORPORATION NO. ON L7M 3V6

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ESSEX LEASE FINANCIAL CORPORATION

09 ADDRESS 10768 74TH STREET SE CALGARY AB T2C 5N6

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO. FIXED MATURITY DATE
				X				

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.
14 COLLATERAL ALL PROCEEDS INCLUDING ACCOUNTS, MONEY, INTANGIBLES, GOODS, DOCUMENTS
15 DESCRIPTION OF TITLE, LICENSES, INSTRUMENTS, SECURITIES, SUBSTITUTIONS,

16 REGISTERING AGENT ESSEX LEASE FINANCIAL CORPORATION

17 ADDRESS 10768 74TH STREET SE CALGARY AB T2C 5N6

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

CONTINUED... 10

CERTIFIED BY/CERTIFIÉES PAR

V. Quintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 10
(2607)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
774458631

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
002 4 20210715 1321 9403 0168

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT

ADDRESS

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

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

13 GENERAL TRADE-INS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND
14 COLLATERAL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS. ALL DEBTS,
15 DESCRIPTION ACCOUNTS, CLAIMS AND CHOSSES IN ACTION WHICH NOW ARE OR WHICH MAY AT

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED... 11

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(cj1fv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 11
(2608)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
774458631

01 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE SCHEDULE REGISTRATION NUMBER REGISTERED UNDER REGISTRATION PERIOD
003 4 20210715 1321 9403 0168

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT
09 ADDRESS

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

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

13 GENERAL ANY TIME HEREAFTER BE DUE TO OR OWING TO OR OWNED BY THE DEBTOR AND
14 COLLATERAL ALL DOCUMENTS NOW OR HEREAFTER HELD OR OWNED BY THE DEBTOR OR
15 DESCRIPTION ANYONE ON ITS BEHALF IN RESPECT THERETO AND ALL BOOKS AND PAPERS

16 REGISTERING AGENT
17 ADDRESS

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

CONTINUED... 12

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crj1fv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

REPORT : PSSR060
PAGE : 12
(2609)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
774458631

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
004 4 20210715 1321 9403 0168

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 NAME BUSINESS NAME

04 ADDRESS ONTARIO CORPORATION NO.

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 NAME BUSINESS NAME

07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY /
09 LIEN CLAIMANT ADDRESS

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

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

13 GENERAL RELATING THERETO.
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING
17 AGENT ADDRESS

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

CONTINUED...

13

CERTIFIED BY/CERTIFIÉES PAR
V. Quintanilla W.
REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÛRETÉS MOBILIÈRES

(crjfv 05/2022)



RUN NUMBER : 052
RUN DATE : 2023/02/21
ID : 20230221153058.55

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

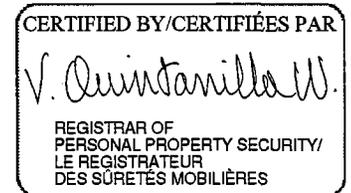
REPORT : PSSR060
PAGE : 13
(2610)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2658658 ONTARIO INC.
FILE CURRENCY : 20FEB 2023

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
785914164	20220818 0957 1793 6071			
774456696	20210715 1311 9403 0167	20220323 1331 9403 0199		
774458631	20210715 1321 9403 0168			

4 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



(rff)6 05/2022)

This is Exhibit "U" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



CUZ WE CAN
2022 AZIMUT 70 FT FOR SALE
\$3,699,000
PALM BEACH, FL, US

GENERAL DESCRIPTION

NEW LISTING: 2022 Azimut 57

Preliminary listing! Full description and photos coming soon!




JUSTIN SULLIVAN
Yacht Broker
+1 954.931.2230

 CALL JUSTIN

 TEXT JUSTIN

 EMAIL JUSTIN

This is Exhibit "V" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

FEATURED LISTING



CUZ WE CAN

2022 70' AZIMUT S7

\$3,699,000 USD

Bimini BS