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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

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

Applicants

MOTION RECORD OF OTE USA LLC
(Production of Documents)
(Motion Returnable on a date to be set)

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TO: THE SERVICE LIST

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

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

Applicants

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(SEPTEMBER 22, 2023)

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TAB 1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

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

Applicants

NOTICE OF MOTION
(production of documents)
(returnable on a date to be set)

OTE USA LLC ("**OTE USA**"), a creditor, will make a motion to a judge of the Commercial List on a date and at a time to be set at the hearing scheduled for July 17, 2023 at 12:00 p.m., or as soon after that time as the court may direct.

PROPOSED METHOD OF HEARING: The motion will be heard as directed by the court at the time of scheduling.

THE MOTION IS FOR:

1. An order:

    a. directing the Monitor in these proceedings to establish a data-room accessible to OTE USA, and others if appropriate, subject to the implied undertaking rule, and on such additional terms as the relevant parties may agree or this court may

direct; and;

b. directing the Monitor, Original Traders Energy LP ("**OTE LP**") and Original Traders Energy Ltd as General Partner of OTE LP, and other custodians of documents to be identified, to populate the data room with the documents responding to a document production protocol as agreed by the parties or ordered by this court, for the purposes of, among other things, adducing evidence in respect of the wrongful conduct by Scott Hill and Miles Hill (the "**Hills**") or persons or entities affiliated with them (the "**Hill Group**"), and accounting for the wrongful use or receipt of funds, payment or benefits to Scott Hill, Miles Hill or persons or entities affiliated with them, in respect of the Applicants;

3. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

1. OTE USA is a company incorporated pursuant to the laws of Michigan, that is controlled by Glenn Page and Brian Page, that suppled fuel to Original Traders Energy LP.
2. On January 30, 2023, Justice Osborne granted an initial order (the "**Initial Order**") which, among other things, provided protection to the OTE Group under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36. KPMG was appointed the Monitor and was granted expanded investigatory powers. On February 9, 2023, Justice Osborne granted an Amended and Restated Initial Order.
3. On April 27, 2023, the OTE Group obtained a Claims Procedure Order for the

identification and quantification of claims against the OTE Group and its directors and officers, with a bar date of June 27, 2023.

4. On June 27, 2023, OTE USA filed a claim with the Monitor in respect of outstanding invoices relating to the supply of fuel to Original Traders Energy LP.
5. The OTE Group, under the control of Miles Hill and Scott Hill, has raised questions with respect to the propriety of the conduct of and/or payments made to Glenn Page and Brian Page.
6. Questions also exist with respect to the propriety of the conduct of and/or payments made to Hills and the Hill Group. The Hills have not surfaced or advanced those questions in these proceedings, and they cannot be relied upon to investigate and sue themselves.
7. OTE USA is best placed to identify and, as appropriate, advance claims against the Hill Group for the benefit of all creditors and is prepared to work collaboratively with the Monitor in furtherance of that objective but requires access to information in the control of the Applicants and/or the Monitor and possibly others, including among other records:
    a. accounting and banking records from the start of these proceedings back to at least July 1, 2022, including all source documents, books of original entry, and banking statements and documents; and,
    b. correspondence, including, without limitation, all internal email between the senior members of the OTE LP management team, including Scott Hill, Miles Hill, Sandra Smoke, Gary Loft, and Austin Hill.

8. The advancement of all issues is necessary for the comprehensive restructuring of the affairs of the Applicants.

9. The *CCAA* process must be conducted fairly with a view to balancing the interests of all stakeholders.

10. The CCAA is to be used to find a constructive solution for all stakeholders when a company has become insolvent, not to disadvantage discreet cohorts of creditors or stakeholders.

GENERALLY

11. The circumstances that exist make the relief sought by OTE USA appropriate;
12. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
13. The *Rules of Civil Procedure* (Ontario), RRO 1990, reg. 194, including, without limitation, rules 1.04, 1.05, 2.03, 3.02, 16, and 37 thereof;
14. The *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended; and
15. Such further and other grounds as counsel may advise and this Court may permit

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

1. The affidavit of Brian Page, to be sworn;
2. Such further and other material as counsel may submit and this court may permit.

Date: July 14, 2023

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

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.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: **CV-23-00693758-00CL** **HEARING DATE:** **JULY 17, 202319 July 2023**

NO. ON LIST: **2**

TITLE OF PROCEEDING: **Original Traders Energy Ltd. et al.**

BEFORE JUSTICE: **KIMMEL**

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ENDORSEMENT OF JUSTICE KIMMEL:

1. On or about January 30, 2023, Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("249" and with OTE GP, the "Applicants") obtained an initial order (the "Initial Order") before the Ontario Superior Court of Justice (Commercial List) (the "Court") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") granting the Applicants protection under the CCAA and other related relief, with a view to allowing the Applicants an opportunity to restructure its business and affairs. The Applicants' CCAA proceedings are referred to herein as the "CCAA Proceedings").
2. While OTE Logistics LP ("OTE Logistics") and Original Traders Energy LP ("OTE LP") are not Applicants in this proceeding, relief was extended to both OTE Logistics and OTE LP (together, the "Limited Partnerships"), which are related to and carry on operations that are integral to the business of the Applicants. The OTE Group includes both the Applicants and the Limited Partnerships.
3. The Initial Order also appointed KPMG Inc. as the CCAA monitor in these CCAA Proceedings (in such capacity, the "Monitor").
4. On or about February 9, 2023, the Court issued an amended and restated initial order (the "ARIO") under the CCAA which, inter alia, expanded certain charges and extended the Stay Period (as defined in the Initial Order) to April 28, 2023.

5. On April 28, 2023 the Honourable Justice Osborne granted an Order extending the stay of proceedings to August 4, 2023 and an Order authorizing and directing the Monitor to carry out the claims process as described therein (separately, the "Stay Extension Order" and the "Claims Procedure Order").
6. In the interim, on March 15, 2023, this Court issued an injunction (the "Injunction Order") which, inter alia, restrained Glenn Page ("Page"), Mandy Cox ("Cox") and 26586558 Ontario Inc. ("265", a corporation that Page controls with Cox, his spouse, who is also a former employee of the OTE Group) from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy-foot yacht from the Italian ship builder Azimut Benetti, named "Cuz We Can", more particularly described at Schedule "A" to the Injunction Order (the "Italian Yacht").
7. On July 11, 2023, counsel to the Mareva Respondents served motion record (the "Mareva Respondents' Record") seeking relief for: (i) an Order setting aside the Injunction Order; or, (ii) in the alternative, an extension of the deadline to file sworn statements in accordance with the Injunction Order.
8. Various other orders have also been obtained, and Chapter 15 proceedings under the US Bankruptcy Code have been commenced, over the intervening months since the Initial Order was granted.
9. The OTE Group presently seeks orders:
    a. further extending the Stay (the "Second Stay Extension Order");
    b. approving the Fourth Report of the Monitor and the activities set out therein (the "Fourth Report");
    c. authorizing and directing the addition of OTE GP as a loss payee on the current Insurance Policy (as defined in the Sixth Hill Affidavit) for the Italian Yacht; and
10. The OTE Group also seeks scheduling assistance from to deal with, inter alia, issues arising from the Injunction Order and the Mareva Respondents' Record.
11. The immediate relief sought was for the most part on consent, subject to the court relieving the Mareva Respondents of their obligations under paragraphs 6 and 7 of the Mareva Order pending the return of their motion setting aside the Injunction Order.
12. After some discussion and upon the guidance and direction of the court, the proposed orders arising out of this attendance have been revised and are no longer opposed. All parties recognize that there is some urgency to selling the Yacht as there may be a problem obtaining insurance for it when the current insurance expires in August (whereas it is expected that the Yacht can be insured by the broker who is engaged to sell it under the proposed sale process).
13. The Stay Extension Order and the revised Yacht Sales Process and AirSprint Proceeds Order, both dated July 17, 2023, may issue in the forms signed by me today.
14. The Mareva Respondents Motion to set aside the Injunction Order has been scheduled for a full day on October 4, 2023. Counsel shall agree upon a timetable for the pre-hearing steps for that motion that ensures that all material (including a reply factum of up to five pages double spaced if deemed appropriate) to have been delivered and uploaded into the appropriate bundle in CaseLines by no later than Friday September 29, 2023. The obligations of the Mareva Respondents under paragraphs 6 and 7 of the Injunction Order shall be revisited at the return of their motion if the Injunction Order is not being set aside.
15. OTE USA may request a 9:30 scheduling appointment in respect of its intended motion after it has served its motion record.
16. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.

KIMMEL J.
July 19, 2023

TAB 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.

Applicants

AFFIDAVIT OF BRIAN PAGE

I, Brian Page, of the city of Winnipeg, in the Province of Manitoba, MAKE OATH AND SAY:

1. I am one of three indirect members, the sole manager and the senior vice president of OTE USA LLC, a Michigan limited liability company ("**OTE USA**"). OTE USA was historically a supplier of fuel to OTE Limited Partnership ("**OTE LP**"), and is a creditor in these proceedings. By virtue of my offices with OTE USA and its dealings with OTE LP and my other involvement with OTE LP and persons related to it, as detailed below, I have knowledge of the matters to which I depose herein, except for those matters which are expressly based upon information provided to me by others. Where I refer to such information, I believe it to be true.

2. I am swearing this affidavit in support of a motion for an order directing the Monitor in these proceedings to establish a common data room for use by interested stakeholders

in these proceedings (the "**Data Room**") and directing the Monitor and OTE LP to populate that data room with information relevant to these proceedings, including, without limitation, the information (the "**Requested Records**") responding to the document production protocol marked as **Exhibit "A"** to this affidavit (the "**Document Production Protocol**") .

3. At the outset I believe that it is important to understand that these proceedings have their genesis in a dispute between the limited partners of Original Traders Energy LP and OTE Logistics LP ("**Logistics LP**"); in particular, on the one side, Miles Hill ("**Miles**") and Scott Hill ("**Scott**", and together with Miles, the "**Hills**"), and, on the other side, my brother, Glenn Page ("**Glenn**"). Through these proceedings, the Hills have advanced a number of very serious claims against Glenn and against me and persons and entitles related to us, including claims in respect of OTE USA. I believe that these claims are unfounded, and that, in fact, it may be the Hills who have breached their fiduciary duties by prioritizing their personal agendas over the interests of OTE LP and Logistics LP, and who have, through reckless conduct amounting to gross negligence, and perhaps through wilful misconduct, caused serious damage to those businesses.

4. In summary, over the course of the first half of 2022, the Hills became suspicious that Glenn was taking disproportionate value out of OTE LP. Although Glenn attempted to demonstrate that was not the case, the Hills were not appeased. Moreover, my impression is that the Hills (particularly Miles Hill) felt that even if Glenn's draw from OTE LP and Logistics LP had not exceeded his proportionate entitlement as a limited partner,

Glenn was making (and stood to make) more money than the Hills believed to be appropriate. To address this, the Hills took steps to cut Glenn out of the business of OTE LP and to cut both Glenn and myself out of the business of Logistics LP.

5. On or about July 29, 2022 (the "**Takeover Date**"), the Hills used their majority interest to assume control of OTE LP and Logistics LP. That was the last day on which I had access to the banking records of Logistics LP. Thereafter:

(a) It appears that, for reasons I am unable to explain, the Hills may not have operated the business of OTE LP or Logistics LP, or remitted taxes for these businesses, or did so in a way that gave rise to a justification for these proceedings, which have resulted in the needless loss and/or destruction of value to the prejudice of creditors, including OTE USA.

(b) The focus of the proceedings has been Glenn's interest in a boat, which, at different times, has variously been described as a yacht, a luxury yacht, and an Italian yacht, and which has been used to colour Glenn's interest in OTE LP and Logistics LP by suggesting that he was misusing corporate resources. The boat was purchased, however, using the undistributed draws of *8658 Ontario (defined below), the company through which he and his wife, Mandy Cox ("**Mandy**"), hold an interest in OTE LP. I have reviewed the 2019 and 2020 Financial Statements for OTE LP and combined Net Income totaled $9,990,567. *8658's share would have been over $3,300,000. I am advised by Glenn that the 2021 financial statements were

in the process of being finalized when he was excluded from the business and have yet to be delivered; however, he expects them to show income in excess of $14 million, in which case *8658's share would be approximately $4.6 million. The approximate purchase price of the boat was only $3.8 million, of which approximately $2.6 million was paid in cash out of *8658's undistributed draws from OTE LP, and $1.2 million was financed. I am further advised by Glenn that the financed portion has since been paid in full, and that taxes were paid in respect of all of the foregoing distributions. The boat is a luxury item, to be sure, but well within Glenn's means and entitlements relative to his interest in OTE LP and Logistics LP. All of this was explained to the Hills. The use of distributions to pay vendors was normal in the course of business of OTE LP, which included OTE LP paying vendors directly for Scott Hill's house expansion during this period.

6. I am also advised by Glenn that, in 2022, before his exclusion from the business, OTE LP was tracking profits of $24 million on sales of $584 million, of which *8658's share would have been millions of dollars. As explained further below, it appears that, following Glenn's exclusion from the business of OTE LP and Logistics LP, the Hills may have used OTE LP to purchase equipment for use in connection with the manufacture of tobacco products—a business unrelated to OTE LP carried on by the Hills. I am therefore concerned that the Hills are wrongfully using OTE LP, and possibly its resources, to advance their interests in their collateral "grey-market" businesses.

7. Most recently, I have heard that Miles Hill has purported to resign his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill has been taking steps, contrary to the terms of the Initial Order made in these proceedings, to wind-up the undertakings of OTE LP and Logistics LP, and to transition those undertakings to their competitors.

8. In the circumstances described above, I believe that it is important that OTE LP, Logistics LP, and the Hills make full disclosure to OTE USA and other interested stakeholders, including in respect of the Requested Records, so that a response can be made to their allegations and so that losses can be accounted for. OTE LP and Logistics LP were, until the Takeover Date, profitable businesses. I am unable to understand or provide an explanation for how it came to be that OTE LP and Logistics LP ceased to be profitable after the Takeover Date in the absence of access to the Requested Records.

A. Background: People, Organizational Entities, and Operations;

9. Following is a group of the persons and legal entities who I believe to be most relevant to these proceedings.

1. The People

10. I am an individual residing in Winnipeg, Manitoba. I am 62 years old. I have two children, and three grandchildren. I am active in my community and support the local Art Gallery and the Winnipeg Jets Youth Charity.

11. Glenn is my brother. He resides in Waterdown, Ontario. He is 60 years old and is married to Mandy Cox. He has two children and two grandchildren. He has been self

employed for over 25 years working on contract for companies such as Bombardier, Home Depot, and General Electric in senior roles. He has been actively involved in Rotary and its efforts to advance positive change in First Nations communities with his leadership in developing the Rotary HIP program throughout Ontario.

12. Miles is an individual registered as an "Indian" within the meaning of the *Indian Act*, R.S.C., 1985, c. I-5. He is a member of the Six Nations of the Grand River, residing on the Six Nations Reserve in Ontario. Notwithstanding his offices with OTE GP, however, Miles did not participate in running the business of either OTE LP or Logistics LP. His principal contribution to the operations of OTE LP was in providing the "status" necessary for the purpose of effecting OTE LP's business strategy, as described below. Between 2018 and 2022, I can think of only 3 occasions when I recall seeing him in the office.

13. Scott Hill is Miles Hill's younger brother. He is also registered as an "Indian" within the meaning of the *Indian Act*, and he is also a member of the Six Nations of the Grand River residing on the Six Nations Reserve in Ontario. An important aspect of Scott's role with OTE LP was also to provide the necessary status for effecting its business strategy as described below. In addition to that, he was responsible for leading all sales efforts, customer service, invoicing and office administration, including managing the OTE LP's bookkeeper and office manager, Sandra Smoke. He had no experience running a business, however, and my observations led me to conclude that he lacked the training in management, finance and accounting to do so, and my impression is that Glenn had to cover for these shortcomings. Despite this, however, my impression in the lead-up to

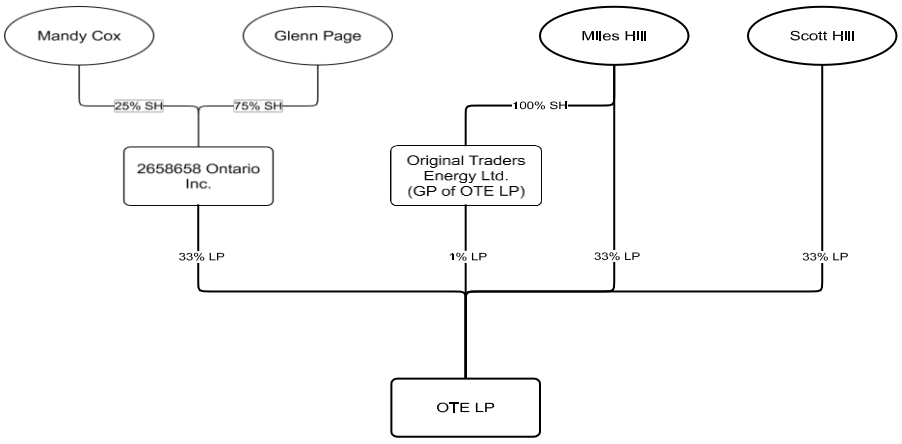
Glenn's exclusion from the business of OTE LP, was that Scott was wanting to assume a greater leadership role.

2. Relevant Legal Entities

14. There are four groups of entities which I understand to be relevant to these proceedings: the legal entities comprising OTE LP; the legal entities comprising Logistics LP; the legal entities comprising OTE USA; and, the Gas Station Customers (defined below). Each of these is discussed in turn.

(a) The OTE LP Entities

15. OTE LP is a limited partnership formed to carry on the business of blending and selling gasoline to independent gas station businesses on First Nations reserves at advantageous prices. My understanding is that, having regard to OTE LP's business strategy, it was critical that Indigenous individuals with status under the *Indian Act* hold a majority interest in OTE LP and its general partner. The basic organizational structure of OTE LP is depicted and described below.

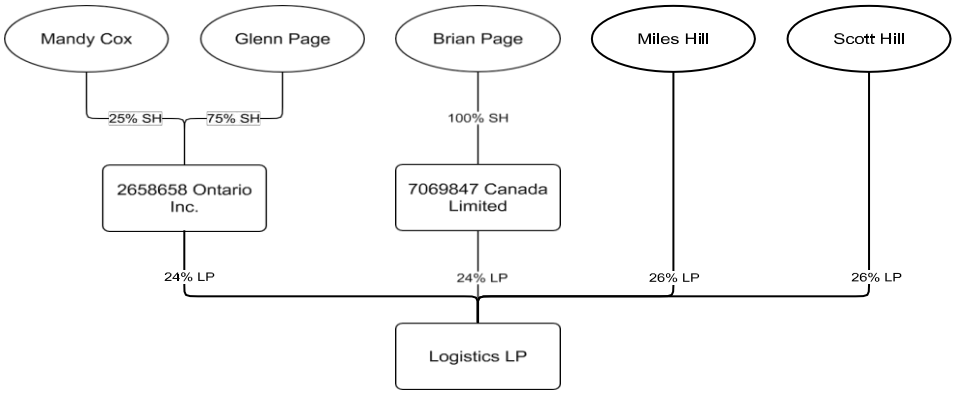


16. The current general partner of OTE LP is Original Traders Energy Ltd. ("**OTE GP**"), one of the two applicants in these proceedings. Currently, Miles is OTE GP's only shareholder and Miles and Scott are currently its only directors and officers, although Scott held offices with those companies at certain points in time.

17. OTE LP's Limited Partners are: Miles, personally, as to a 33 % interest; Scott, personally, as to a 33 % interest; 2658658 Ontario Inc. ("***8658 Ontario**"), a company majority owned by Glenn, as to a 33 % interest; with the remaining 1% interest owned by the General Partner.

(b) The OTE Logistics LP Entities

18. Logistics LP is a limited partnership formed to provide transportation services, including to OTE LP and its customers, in respect of the transportation of fuel. The basic organizational structure of Logistics LP is depicted and described below.

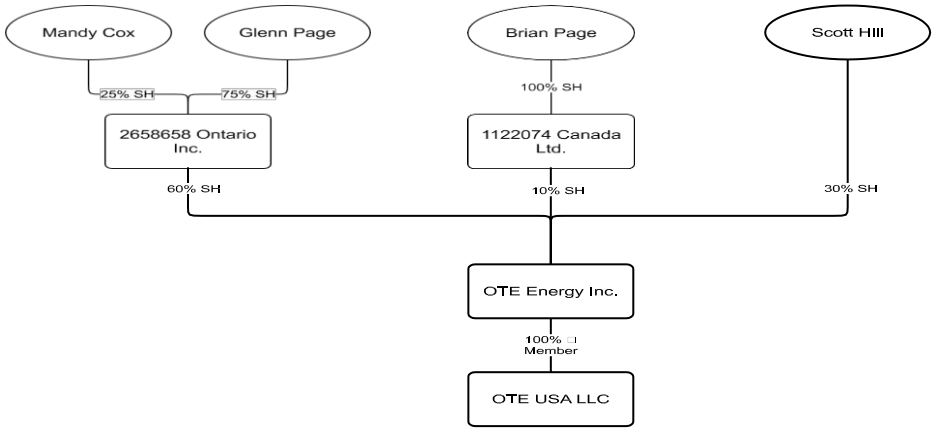


19. Logistics LP's general partner is the second applicant in these proceedings, 2496750 Ontario Inc. ("**Logistics GP**"), and its limited partners are: Miles Hill, as to a 26% interest; Scott Hill as to a 26% interest; *8658 Ontario as to a 24% interest (prior to 2020 this interest belonged to Glenn Page); and, 7069847 Canada Limited and its successor company 11222074 Canada Limited ("***9847 Canada**") as to a 24% interest. I am the sole shareholder and director *9847 Canada.

20. The shareholders of Logistics GP, in a proportion corresponding to their interest in Logistics LP, are Miles, Scott, Glenn, and *9847 Canada.

(c) OTE USA Entities

21. OTE USA is a limited liability company organized under the laws of Michigan. It maintains its office in East Lansing, Michigan, and was created to serve as a buying and exporting company to lower the overall cost of fuel to OTE LP. The basic organizational structure of OTE USA is depicted and described below.



22. OTE USA's sole member is and always has been OT Energy Inc. ("**OT Energy**"), another company incorporated under the laws of Michigan. I am OTE USA's sole manager.

23. OT Energy's shareholders are and always have been as follows: *8658 Ontario as to a 60% interest; Scott Hill as to a 30% interest; and, 11222074 Canada Ltd., an CBCA corporation ("***2074 Canada**") as to a 10% interest.

24. *2074 Canada is a CBCA company for which I am the sole shareholder and director.

(d) The Gas Station Customers

25. OTE LP has, at various times, supplied a number of retail gas stations located on First Nation reserves across southern Ontario (the "**Gas Station Customers**"). I am advised by Glenn that these included the following entities, among others, all of which are majority owned by First Nations individuals, including, in some instances, Miles and/or Scott.

(a) Gen 7 Fuel Oneida, in Oneida, Ontario;

(b) Moravian Auto Repair in Bothwell, Ontario;

(c) Bear Paw gas Bar in Ohsweken, Ontario, owned by Miles Hill;

(d) Townline Variety and Gas in Ohsweken, Ontario, owned by Miles Hill;

(e) Renmar Energy in Ohsweken, Ontario, owned by Scott Hill;

(f) Wolfe Energy in Wahta, Ontario;

(g) Moravian Gen 7 Fuel, in Thomasville, Ontario;

(h) Smokey's Gen 7 Fuel, in Sarnia, Ontario;

(i) Gen 7 Fuel Walpole, in Wallaceburg, Ontario;

(j) Gen 7 Fuel Roseneath, in Roseneath, Ontario;

(k) Gen 7 Fuel Curve Lake, in Curve Lake, Ontario;

(l) French River Gen 7 Fuel, in Britt, Ontario;

(m) Gen 7 Fuel Jocko Point, in North Bay, Ontario; and

(n) Gen 7 Fuel Rankin, in Sault St. Marie, Ontario.

B. The Shareholder Dispute

1. The Fuel Blending and Distribution Business (OTE LP)

26. Miles and Glenn were first introduced in 2003 by a mutual acquaintance in the wholesale food and cigarette business. In his affidavit sworn in support of these proceedings, Scott says that Miles hired Glenn in 2004 as a computer-technology consultant to assist him with designing and operating information systems for his businesses. That may be technically true. It is more accurate to say that Glenn was hired as a consultant to provide strategic business advice, including advising Miles with respect

to his jurisdictional dispute with the province over provincial excise tax, and with respect to a $50 million fine by the federal government for tax evasion.

27. In February of 2016, Miles suggested to Glenn that they create a fuel blending business to import bulk fuel, blend it into specific products, and distribute those products to retail gas station customers. OTE LP was established for this purpose in August of 2017.

28. OTE GP became the general partner of OTE LP when it was formed in August of 2017.

29. Glenn was the senior executive in charge of operating the business of OTE LP. He also became a director and the President of OTE GP and held those offices until June 2022. Scott Hill became a Vice-President and director. As noted above, I am advised by Glenn that Scott was responsible for sales and marketing functions and office management functions.

30. Miles was an owner of OTE GP but without any day-to-day operational responsibility. Glenn was OTE GP's most senior executive and had overall operational control of OTE LP and its business, and Scott had nominal responsibility for the sales and marketing activities of OTE LP. Scott also managed the Administration Office.

31. During the COVID-19 pandemic, however, Scott managed all activities at the Six Nations offices. Glenn was asked by Scott not to attend at the offices on the Six Nations Reserve, because, during the pandemic, the Reserve had been locked down, roads had

been blocked, and non-resident outsiders were strongly discouraged and/or physically prevented from attending, as indicated by the articles marked as **Exhibit "B"** hereto.

32. The ownership structure of OTE LP has evolved since inception and, currently, Miles, Scott, and 8658 Ontario each own a one-third interest. Originally, a company affiliated with Claybar Contracting Inc., a fuel station construction company, was also considered to become a partner, due to its special expertise.

33. In or about January 2018, Miles, Scott and Glenn together decided to further expand the OTE LP business by constructing large fuel blending facilities at 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. OTE LP's first blending facility was constructed in the Six Nations of the Grand River Territory and began operation in or about the fall of 2018. This was followed by the construction of a second blending facility in the Tyendinaga Mohawk Territory (the Mohawks of the Bay of Quinte reserve), which commenced operation in the summer of 2020. OTE LP constructed a third facility on Atikamekshen Anishnawbek Territory, which opened in late 2021. A fourth facility is under construction on Couchiching First Nation Territory.

2. The Transportation and Logistics Business (Logistics LP)

35. In or about early 2018, Glenn and I had the idea to establish a transportation and logistics business which could support and complement the fuel distribution business of OTE LP, while also generating additional revenue by providing services to third parties. I suggested this idea to Glenn. He thought that it was a good one, and he introduced me to Miles and Scott, who were also supportive.

36. On or about April 24, 2018, a new limited partnership, Gen 7 Fuel Management Services LP was established to, among other things, provide transportation and logistics services that would complement OTE LP's fuel distribution business. Gen 7 Fuel Management Services LP has undergone several name changes since its inception and eventually it became Logistics LP (i.e., as of January 20, 2022). Logistics LP's role is to operate the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers.

37. The ownership structure of Logistics LP has evolved since inception. It came to be 26% each for Miles and Scott, and 24% each for Glenn and me.

38. 2496750 Ontario Inc. is the general partner of Logistics LP. Miles was nominally the sole officer and director of 2496750 Ontario Inc., but as with OTE LP, his interest was passive; he did not actually exercise any authority. Glenn was OTE Logistics' most senior executive and exercised operational control of Logistics LP and its business. My title was that of "Vice-President". In practice, I ran Logistics LP's day to day operations and managed its finances. I also secured capital funding for the purchase of assets to be used

in the business, and Glenn assisted with banking and contracting. In particular, Glenn 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 and trucks to its blending facilities.

39. Between 2018 and 2022, Glenn, with my assistance, oversaw the creation of OTE LP's and Logistics LP's fleet of rail cars, tanker trailers and vehicles required for its operations (I specifically recall that Glenn and I discussed transitioning the supply chain for OTE LP to a system that included both highway (truck) and rail alternatives in 2020).

3. The Retail Fuel Supply Business (the Gen 7 Station Entities)

40. During the period from June of 2019 to July of 2022, Glenn worked with First Nations members who wanted to own gas stations to help them obtain capital and partners to build and operate independent gas stations under a unified banner called "Gen7 Fuel". These partnerships are majority owned by First Nations individuals in the communities in which they are located.

4. The US Supply Business (OTE USA)

41. I am informed by Glenn that on or before December 20,2020, he informed Miles and Scott that a U.S. based fuel buying and exporting company should be established to reduce the overall cost of fuel supply to OTE LP, including through the avoidance of certain tax liabilities. Following that conversation, OTE USA was created.

42. OTE USA received its U.S. Federal Export License on or about April 7, 2022. Thereafter, OTE USA, as seller, and OTE LP, as buyer, entered into a commercial

agreement for the sale and purchase of fuel (the "**Supply Agreement**"). A true copy of the executed Supply Agreement is marked as **Exhibit "C"** to this affidavit.

43. The Supply Agreement contemplates the long-term and guaranteed supply of fuel to OTE LP in accordance with its terms, and, in accordance therewith, OTE USA supplied fuel to OTE LP until sometime in September 2022, at which time supply was terminated by OTE USA for material non-compliance with the terms of the Supply Agreement by OTE LP, as explained further below.

5. The Success of OTE LP and Logistics LP

44. Following its formation in or about August, 2017, and under Glenn's direction, OTE LP became very successful; more successful, I believe, than anyone, including Miles, had expected. Its sales, profits and payments made on account of each of its current limited partners in the 2019, 2020 and 2021 are summarized below. The amounts shown for 2019 and 2020 are confirmed by reference to the financial statements prepared for each of those years on a Notice to Reader basis, which are marked as **Exhibits "D" and "E"** to this affidavit. My expectation is that OTE LP's 2021 and 2022 Financial Statements would have been finalized by now. However, given all that has transpired it is possible that Scott Hill and those under his supervision simply stopped preparing financial statements and ignored the need to file required financial documents and reports. If these reports do exist they have not been shared with me, or, Glenn tells me, with him. Given this situation, the 2021 numbers, below, are only estimates.

Year	Sales	Profit
2019	$89,873,689	$3,631,759
2020	$94,144,524	$6,358,808
2021*	585,000,000	12,000,000
2022	Unknown	Unknown
*an approximation based on available information.		

Year	Payments on account of Miles Hill	Payments on account of Scott Hill	Payments on account of *8658 Ontario
2019	$1,209,376	$1,209,376	$1,209,376
2020	$$1,845,000	$1,793,812	$1,650,642
2021*	$1,845,000	$1,845,000	$1,341,215
2022	Unknown	Unknown	Unknown

45. Logistics LP has also been very profitable. When Glenn and I were shut out of Logistics LP in 2021, it had profits of approximately $2,000,452.24. We have not received any share of those profits, or any financial accounting following our exclusion.

46. While the Hills always took their full draw out of both OTE LP and Logistics LP, other partners, including Glenn and I, left money in the companies.

6. The Falling Out Between Glenn and Miles

47. Things started to go badly in or about June 2022. Around that time, Miles Hill asked me to meet with him at his farm, which I did. He had a number of questions for me regarding Glenn's lifestyle and how he was able to finance it. I was left with the impression that Miles had been speaking to his brother, Scott, who had been bad-mouthing Glenn.

48. Miles' questions were particularly focussed on a boat that Glenn had bought, and a wedding that he was planning in Italy. In June 2018, Glenn had met Mandy Cox. Eventually, Glenn and Mandy struck up a relationship. In or about July 2020, as the Covid pandemic set in and others were motivated to purchase multi-million-dollar vacation properties in the Muskokas and elsewhere, Glenn decided to buy a $3.8 million boat—a yacht—for he and Mandy to enjoy and travel in. Later in 2020, Glenn and Mandy became engaged to be married, and they started planning a wedding in Italy. The boat was delivered in 2021. Miles was troubled by all of this. He especially wanted to know where Glenn was getting the money to pay for what he perceived to be a lavish lifestyle. I was left with the impression that Miles believed that Glenn was stealing from OTE LP.

49. I told Miles that my understanding was that Glenn had left a lot of his draw in OTE LP, and that he had used those funds to pay for the boat. In the ensuing weeks, Glenn and others tried to demonstrate to Miles that this was the case. Miles was not persuaded, and my impression is that he was not open to being persuaded; rather he had come around to the view that, one way or another, Glenn was taking more out of the business than Miles had ever intended or that he thought Glenn was worth, given it's status as a "native business".

50. In addition, at some point Glenn expressed an intention to become less active in the day-to-day management of the business. That became a point of contention between Miles and Glenn, and I expect that it also coloured Miles' assessment of Glenn's entitlements, even though, legally, Glenn's limited partnership interests were independent of his compensation for the management and oversight services that he provided.

51. On or about July 29, 2022, the Hills used their controlling positions in respect of OTE LP and Logistics LP to terminate Glenn's involvement and my involvement with those entities. Relations only became more acrimonious after this time, as Miles and/or Scott started to advance a number of allegations as part of a strategy, I believe, to cut Glenn (and me) out of the business of OTE LP and Logistics LP.

52. OTE LP and Logistics LP continued to supply and deliver fuel to the GEN7 Gas Stations through July and August of 2022, but, on or about August 30, 2022, OTE LP and Logistics LP abruptly halted deliveries without notice, leaving the GEN7 Gas Stations

to scramble for alternate fuel supply and delivery options in the lead-up to the Labour Day long weekend.

53. Meanwhile, OTE USA supplied product to OTE LP under the terms of the Supply Agreement through June, July and August of 2022. OTE LP bought and paid for over $60 Million US in product, before they were denied purchases in September of 2022 due to lack of payment.

54. On or about October 12, 2022, the Hills, OTE LP, OTE GP, and Logistics LP brought an action against Glenn, Mandy, me, and a long list of others, including OTE USA (the "**Ontario Action**"). The Statement of Claim in respect of the Ontario Action is marked as **Exhibit "F"** hereto.

55. Among other things, OTE LP asserts in the Ontario Action that OTE USA was intended to be a wholly owned subsidiary of OTE LP, and, to that effect, Scott Hill delivered a sworn declaration in support of a motion to strike an action commenced by OTE USA against OTE LP, in Michigan, seeking recovery of various amounts owing to it in connection with the supply of fuel (the "**Michigan Action**"). A copy of the Michigan Action is marked as **Exhibit "G"** to this affidavit. A copy of Scott Hill's declaration is marked as **Exhibit "H"** hereto (the "**Hill Declaration**").

56. In fact, contrary to the Hill Declaration, it was never the intention that OTE USA be a wholly owned subsidiary of OTE LP. This is evidenced by a subscription agreement executed by Scott Hill, pursuant to which he personally subscribed for a 30% interest in OT Energy and, through that entity, OTE USA (the "**Scott Hill Subscription**

Agreement"), and by a related consent resolution on behalf of OT energy, also executed by Scott Hill, accepting the aforementioned stock subscriptions (the "**OT Energy Consent Resolution**"). Copies of the Scott Hill Subscription Agreement and the OT Energy Consent Resolution are marked as **Exhibit "I"** to this affidavit.

57. Moreover, as I note above, OTE USA was incorporated to reduce the overall cost of fuel to OTE LP, and material tax advantages would also be available if ownership of OTE USA was appropriately structured. My understanding is that structuring OTE USA as a wholly owned subsidiary of OTE LP would have prevented the realization of those advantages. I am advised by Glenn that he explained as much to Miles and Scott when he first introduced the structure to Miles and Scott in December 2020, and they were given the opportunity to subscribe for shares of OT Energy personally. Scott chose to do so, and Miles did not because he had an outstanding $50 million obligation to CRA in respect of a fine for unremitted Excise Tax. Having regard to interjurisdictional tax agreements, Miles was concerned that CRA and/or the IRS would be able to seize amounts payable to him by OT Energy. This is corroborated by the email exchange marked as **Exhibit "J"** to this affidavit.

C. Wrongful conduct by the Hills:

58. With Glenn and I out of the picture, Scott Hill took over the business of OTE LP and Logistics LP. This has proven to be problematic for at least three reasons.

(a) First, it appears to me that Scott lacked the knowledge and/or skills needed to operate OTE LP, as demonstrated by the engagement of KPMG and the

commencement of these proceedings within only a few months of his taking over, notwithstanding that OTE LP's business had been profitable. Much is made in the application materials in these proceedings regarding tax arrears in respect of OTE LP; however, as explained below, it seems to me that additional arrears arose while the business was being run by Scott. Furthermore, Glenn and I are intimately familiar with the amounts that were due to be paid to OTE LP by the US tax authorities to offset the amounts owed to Canadian Tax Authorities, and the efforts made to collect those amounts. It is my understanding that these amounts owed by the US tax authorities and owing to the Canadian tax authorities were not materially different and that their timely collection would have allowed OTE LP to continue.

(b) Second, it appears that, following Glenn's exclusion from the business of OTE LP, the Hills have started using OTE LP to illegally import equipment in furtherance of their grey-market tobacco business, thereby wrongfully exposing OTE LP to the risk of liability, and, perhaps, misusing OTE LP resources.

(c) Third, it has been suggested to me that Miles Hill has now resigned his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill, notwithstanding the terms of the Initial Order, has been

taking steps to transition the undertakings of those limited partnerships to their competitors, to the prejudice of their creditors and limited partners.

1. Tax Remittance Obligations

59. OTE LP had various tax remittance obligations, including obligations to Ontario's Ministry of Finance pursuant to the *Gasoline Tax Act* and the *Fuel Tax Act,* customs duties pursuant to the *Excise Tax Act* in respect of imports of fuel, and a federal carbon tax.

60. I am advised by Glenn that, at Scott's request, he did not attend the office on the reserve during the Covid pandemic, and that, due to errors made by the book-keeper (who was notionally working under Scott' supervision) in the face of short-staffing at that time, OTE LP had fallen behind on its reporting and remittances to the Ontario Ministry of Finance. Upon his being apprised of this error, Glenn prioritized bringing OTE LP's filings and remittances up to date.

61. In the Fall of 2021 Glenn approached me to assist with overseeing the submission and subsequent collection of tax refunds owed from the US IRS and the State of Michigan on behalf of OTE LP. At the time I recall there was approximately $90 million US owed to OTE LP. Glenn explained to me that he had been in discussions with Canadian and provincial taxation authorities, and that they were aware of the funds owed to OTE LP. At that time it was my understanding that the refund amounts exceeded the tax liability in Canada.

62. By July 2022, when Glenn's offices at OTE LP were terminated by the Hills, considerable progress had been made in bringing the tax arrears current. At that time,

remittances had been made current to February 2022, based on data provided by OTE GP accounting staff, under Scott's direction.

63. The tax arrears referenced at paragraphs 64 to 66 of Scott Hill's affidavit dated January 27, 2023, sworn in support of these proceedings, appear to form the basis for OTE LP's alleged insolvency. I am advised by Glenn that, based on the accounting information historically available to him, it appears that these tax arrears arose in the fall of 2022, while OTE LP's business was operating subject to Scott's supervision and control, and yet Scott offers no explanation for how those arrears came about. I am unable to understand how these arrears arose.

64. Moreover, any taxes due to the Ministry of Finance should be offset by the funds that were due from the IRS and the State of Michigan in respect of excise tax rebate on the US side. Indeed, funds were received from the IRS and the State of Michigan in respect of the period ending December 2021, but there is no mention of this in Scott's affidavit. This should have continued, but it appears that OTE LP may have stopped filing returns sometime after Glenn was excluded from the business. This could be an instance of gross mismanagement.

2. Wrongful Use of OTE LP

65. I am advised by Glenn that in September 2022, he received a call from a Canada Border Services officer regarding the illegal importation by OTE LP of machinery used in the production of tobacco products; the call came to Glenn because he was shown in Canada Border Services' records as the contact for OTE LP. I am further advised by

Glenn that the officer cautioned him that there are charges and fines that can be levied for illegal importation. Glenn tells me that he explained to the officer that his involvement with OTE LP had ended in June, and he directed the officer to Scott Hill.

66. The Hills have independent businesses involved in the manufacture of tobacco products on reserve, and so this misconduct gives rise to a number of questions and concerns. How did OTE LP come to be involved in the illegal importation of machinery for the manufacture of tobacco products? Have Miles or Scott been using OTE LP's funds to finance their other businesses? Have funds been wrongfully depleted through the levy of fines or the inflation of outstanding claims?

3. Alienation of the Undertakings of OTE LP and Logistics LP

67. Most recently, I have heard from customers of OTE LP and Logistics LP that they have been told by representatives of OTE LP and Logistics LP that, effective September 15, 2023, the undertakings of OTE LP and Logistics LP would be transitioned to their competitors. More specifically:

(a) all of Logistics LP's truck drivers had received lay-off notices and had been offered jobs with Joseph Haulage Capital Corporation ("**JHCC**"); and,

(b) all of OTE LP's personnel were going to be laid off effective September 15, 2023, and arrangements had been made to transition the fuel supply business to Parkland Corporation ("**Parkland**").

68. Counsel to OTE USA wrote to counsel to the Monitor on or about September 1, 2023, to notify them of these events. The Monitor's counsel responded on or about September 8, 2023, advising that the Monitor was not aware of any efforts to transition the business of OTE LP or Logistics LP, and that the Monitor had spoken to Scott Hill to ensure that he was aware of his obligations pursuant to the Initial Order. A copy of this exchange of correspondence is marked as **Exhibit "K"** to this affidavit.

69. Counsel to OTE USA also wrote to representatives of Parkland and JHCC to express its concerns. Copies of this correspondence are marked as **Exhibits "L"** and **"M"** to this affidavit, respectively. As this time, OTE USA has received a response only from Parkland's counsel, advising that OTE USA has been misinformed in respect of Parkland's dealings with Scott Hill. A copy of the correspondence received from Parkland's counsel is marked as **Exhibit "N"** to this affidavit.

70. I am informed by Glenn that based upon a drive-by investigation, it appeared that valuable equipment of Logistics LP that I would expect to be visibly stored on the premises of Logistics LP is not present at that location. OTE USA has been unable to locate the equipment at the premises of JHCC, Scott Hill or Miles Hill through a further drive-by investigation. We do not know where this equipment is located, and we are concerned that it may have been sold or transferred to another party, further prejudicing the position of OTE USA and other creditors.

D. The CCAA Proceedings;

71. These proceedings were commenced on January 27, 2023, on the basis of an affidavit sworn by Scott which speaks to the insolvency of the Applicants. However, as explained above, it appears to me (and to OTE USA) that:

(a) Logistics LP was never insolvent and that, regardless of whether it is or continues to be wrapped up in these proceedings for logistical reasons, its assets (and shareholder equity) should not be eroded by these proceedings;

(b) OTE LP's business was very profitable prior to Scott Hill taking over day to day management in July 2022, and it should have continued to be profitable;

(c) OTE LP's business remains fundamentally sound, and, with competent management, it should be capable of paying its creditors, including OTE USA;

(d) If losses are sustained by creditors, then Scott (and perhaps Miles), should be held to account for those losses, including, among other things, and if appropriate, for any negligence, gross negligence or oppressive behaviour, or wilful misconduct in respect of the operation of OTE's business after the Takeover Date, including in respect of these proceedings;

E. Independent assessment of Company claims against the Hills and Necessary Information

72. Inasmuch as the Hills cannot be relied upon to investigate themselves, OTE USA is asking that it be granted access to the records and information of OTE LP and Logistics LP (i.e. the **Requested Records**) for the purpose of being able to assess the Hills' conduct and, if warranted, to seek permission to advance claims against them (or related or affiliated parties) on a derivative basis.

73. I believe that it only makes sense for OTE USA to assume this role because (a) as OTE USA's sole manager, I have knowledge of the business of OTE LP and Logistics LP and related events; (b) substantially the same information is relevant to the defence, by Glenn, myself and OTE USA, of the claims brought by OTE LP and Logistics LP, including, without limitation, the claims made in the Ontario Action and the counter-claims and/or cross-claims and third-party claims that will be brought therein; and (c) allowing a third party (such as the Monitor and its counsel) to take the lead in respect of this litigation will serve to dramatically increase costs and erode recoveries for creditors, including OTE USA.

74. A description of the Requested Records that I believe are needed, at this time, for the purpose of these proceedings (including responding to the allegations leveled in the Ontario Action, investigating the claims against the Hills, and formulating an overall restructuring proposal that will maximize returns to creditors, including OTE USA) is found in the Document Production Protocol, which is marked as **Exhibit "A"** to this affidavit.

75. The Document Production Protocol includes a non-exhaustive list of email addresses which I know to have sent or received email correspondence relevant to these proceedings, as described above. In particular, I note that Miles Hill regularly used his personal Gmail address: Miles77x@gmall.com, in order to send and receive correspondence related to the business of OTE LP and Logistics LP. I have attached examples of such correspondence as **Exhibit "O"** to this affidavit.

76. I note as well that the proposed custodians whose email addresses and devices should be searched include Sandra Smoke, Gary Loft, and Austin Hill. Their roles with OTE LP and Logistics LP are described below. By virtue of their positions, all of these individuals would have been privy to discussions and decisions pertaining to the governance, operations, finances and tax remittances of those entities.

(a) Sandra Smoke was the former bookkeeper for OTE LP, and as such she was privy to many discussions and decisions pertaining to the accounts of OTE LP and tax filings.

(b) Gary Loft was the National Director of Operations for OTE LP and, for a short period around the time of Glenn's removal and subsequent resignation, he was the President of OTE LP. He dealt with OTE USA by directing the buying of fuel products under the terms of the Supply Agreement.

(c) Austin Hill is Scott's son and in the absence of both Glenn and I, ran the Logistics business. He interacted frequently with OTE USA personnel.

F. Conclusion

77. I am very concerned that these proceedings are part of an opportunistic strategy by the Hills to seize the value of the businesses of OTE LP and Logistics LP for their own benefit, without having to fully account for the interests of creditors, including OTE USA, limited partners and other stakeholders. OTE USA is asking that full documentary disclosure be made, so that a fully documented response can be made to the allegations advanced by Scott in support of these proceedings, and an accounting can be taken of what transpired after Glenn and I were excluded from those businesses, and steps can be taken to ensure that creditors recover full value in respect of the debts owing to them.

AFFIRMED remotely by Brian Page at the Town of Fort Frances in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on this 22nd day of September, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

Commissioner for Taking Affidavits

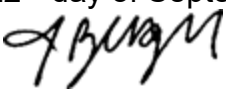
JOSEPH BERGER (LSO #: 70822S)

BRIAN PAGE

This is **Exhibit "A"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.

Applicants

DOCUMENT PRODUCTION PROTOCOL

Interpretation

1. For the purposes of this Document Production Protocol, the following definitions shall apply:

   "**Claims**" means:

   1. The action commenced in the Ontario Superior Court of Justice between Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, Scott Hill, 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., Consolidated Logistics Inc. (Defendants) (Court File No. CV-22-00688572-0000); and

   2. The action commenced in the United States District Court Eastern District of Michigan between OTE USA LLC (Plaintiff) and Original Traders Energy LP (Defendant) (Court File No. 2:23-cv-10152-GCS-DRG);

3. The potential claims referenced in the affidavit of Brian Page sworn September 15, 2023, and specifically and without limitation, a failure of OTE LP and/or Logistics LP to remit taxes, the failure of OTE LP and/or Logistics LP to carry on business, and any transactions carried out by OTE LP and/or Logistics LP outside of the ordinary course of business, including, without limitation, the purchase of tobacco manufacturing equipment on or after July 29, 2022, and the transfer or transition of all or part of the property, assets and undertakings of OTE LP and Logistics LP to third parties.

"**Court**" means the Ontario Superior Court of Justice (Commercial List) as the court exercising supervisory jurisdiction over these proceedings.

"**Custodians**" means Scott Hill, Donald Herbert Miles Hill, Sandra Smoke, Gary Loft, and Austin Hill, all other officers and directors of the Relevant Entities.

"**Gen7 Parties"** means 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., Oneida Gen 7 LP (Southwold), Sarnia Gen7 LP, Walpole Gen7 LP, Roseneath Gen 7 LP, Curve Lake Gen 7 LP, French River Gen 7 LP, Jocko Point Gen7 LP, Rankin Gen 7 LP (Sault).

"**Document**" has the same meaning as in Rule 30.01(1)(a) of the Rules and, without limiting the foregoing, includes any recorded information in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases.

"**Hill Party**" means Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, 2496750 Ontario Inc.**,** Scott Hill, Donald Herbert Miles Hill.

"**Inadvertently Produced Document**" means a Document produced by a party that, in whole or in part, is protected by any type of legal privilege.

"**Keywords**" means any of the words listed in Appendix "A" hereto.

"**Monitor**" means KPMG Inc. in its capacity as court appointed monitor in these proceedings, and any successor or substitute appointee.

"OTE USA Parties" means OTE USA LLC, OT Energy Inc., Glenn Page and Brian Page.

"Page Party" means the Gen7 Parties and the OTE USA Parties.

"Party" means any of Hill Parties, the Page Parties, and the Monitor and "**Parties**" means any and all of them.

"**Relevant Entities**" means Original Traders Energy LP, OTE Logistics LP, and their respective general partners.

"**Relevant Period**" is the period of January 1, 2019 to present.

2. This Document Production Protocol shall bind the Parties.

3. This Document Production Protocol may be varied by agreement of all the Parties or by the Court, on motion of any Party.

4. This Document Production Protocol sets out the Parties' obligations with respect to documentary production and, to the extent applicable, is intended to serve as the Parties' Discovery Plan for the purpose of compliance with Rule 29.1 of the *Rules of Civil Procedure* (the "Rules").

5. Except to the extent contested and finally adjudicated, nothing in this Document Production Protocol derogates from the legal rights of the Parties with respect to documentary discovery, the right to move before the Court to enforce those rights, or the right to resist such a motion.

Document Preservation

6. Each Party shall take reasonable steps to preserve all Documents relevant to the Claims (including electronically stored information) that are in the Party's possession, control, or power. This obligation includes taking reasonable steps to:

   (a) ensure that 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 relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and

   (c) ensure that relevant documents remain accessible.

Intended Scope of Document Discovery

7. The Parties shall disclose, through a common data room maintained by the Monitor and subject to the Implied Undertaking Rule, all documents in their possession, power or control of which they have actual knowledge that are relevant to:

   (i) the matters at issue in the Claims;

   (ii) the resolution of the Claims or the compromise or restructuring thereof as part of these ongoing *Companies Creditors Arrangement Act* proceedings

involving Original Traders Energy Ltd. (Court File No. CV-23-00693758-00CL).

8. Without limiting the generality of the foregoing, and without waiving their rights to contest the relevance or admissibility of any individual documents or categories of documents, the Parties shall, subject to agreement or an order of the court requiring something further, be presumed to have satisfied their obligation pursuant to paragraph 7, above, if they search for and disclose documents as follows:

(a) the Page Parties shall search for and disclose documents in response to any outstanding orders and document requests by the Monitor.

(b) The Hill Parties shall search for and disclose the following documents:

(i) all banking, accounting and bookkeeping Documents, including, for the avoidance of doubt, all purchase orders, sales documents, and tax documents from the Relevant Period related to the Relevant Entities;

(ii) corporate minute books and equivalent for the Relevant Entities in the Relevant Period;

(iii) monthly income statements for the Relevant Entities in the Relevant Period;

(iv) monthly balance sheets for the Relevant Entities in the Relevant Period;

(v) copies of all tax filings for the Relevant Entities in the Relevant Period;

(vi) copies of all tax applications and tax refunds for the Relevant Entities in the relevant Period including, but not limited to applications and refunds under the *Gasoline Tax Act*, the *Fuel Tax Act*, custom duties pursuant to the *Excise Tax Act*, and federal carbon tax(es), and applications and refunds to or from the state of Michigan and/or the Internal Revenue Service of the United States, and ;

(vii) Year End Financial Statement for the Relevant Entities in the Relevant Period;

(viii) all relevant correspondence or other relevant communications held by the Custodians in respect of the business of the Relevant Entities in the Relevant Period, including relevant correspondence in respect of any email accounts, containing any of the Keywords, including but not limited to relevant correspondence as contained in the following email accounts:

CUSTODIAN	EMAIL
Miles Hill	miles77x@gmail.com
Scott Hill	scott.hill@originaltradersenergy.com
Sandra Smoke	sandra.smoke@originaltradersenergy.com
Gary Loft	gary.loft@originaltadersenergy.com
Austin Hill	austin.hill@originaltadersenergy.com
Mandy Cox	mandy.cox@originaltradersenergy.com
Kellie Hodgins	kellie@hodgins@originaltradersenergy.com
Brian Page	brian.page@otelogistics.ca
Brian Page	brian.page@originaltradersenergy.com
Glenn Page	glenn.page@originaltradersenergy.com

(c) the Monitor shall disclose the claims register in respect of these ongoing *Companies Creditors Arrangement Act* proceedings involving Original Traders Energy Ltd. (Court File No. CV-23-00693758-00CL) and all related proof of claim forms delivered as part of these ongoing proceedings.

Production Format

9. The Parties will make disclosure of producible documents electronically in load file format. The specifications for formatting are set out in the Exchange Protocol at **Appendix "B"**.

Deadline for Production

10. The Parties shall produce all relevant documents in their power, possession or control, in accordance with the terms of this Protocol, by November 30, 2023, or such later date as the parties may agree or as the court may direct.

Inadvertently Produced Document

11. In the event a Party discloses an Inadvertently Produced Document, they shall immediately notify the receiving Party of such disclosure forthwith by providing the production number of the Inadvertently Produced Document and a description of why the document is subject to privilege.

12. Upon receiving notice that they have received disclosure of an Inadvertently Produced Document the receiving Party shall:

(a) immediately refrain from reading, reviewing or using, in any way, the Inadvertently Produced Document and the information contained therein;

(b) destroy all copies of the Inadvertently Produced Document including any hard copy versions as well as delete the native file, coded information or metadata, associated images and any OCR or extracted texts files, as the case maybe, associated with the Inadvertently Produced Document;

(c) return the original media on which the Inadvertently Produced Document was produced to the producing party if requested; and

(d) provide written confirmation of the above steps to the producing Party.

13. To the extent a Party detects an Inadvertently Produced Document in the productions of the other Party that Party will notify the producing Party promptly and engaged in the steps set out in paragraph 13.

14. For greater clarity, the Parties shall follow the steps set out in in this section regardless of whether they agree that the Inadvertently Produced Document is actually subject to privilege. Such assessment can only be made based on the description provided by the producing Party as described in paragraph 12.

15. If there is a disagreement between the Parties as to whether an Inadvertently Produced Document is protected by privilege the Parties shall resolve the issue on motion brought before the Court.

Appendix "A"
Key Words

[DRAFT: SUBJECT TO ONGOING CONSIDERATION, REVIEW AND DISCUSSION]

Tax
Excise
Duty
Duties
"Canada Revenue Agency"
CRA
"Ministry of Finance"
MOF
"Internal Revenue Service"
"IRS"
Gen7
"Gen 7"
"OTE USA"
Yacht
Boat
Italy
Cigarette
Tobacco
Customs
Border
Parkland
Joseph
Haulage
Audit
Review
Engagement
Pettinelli
Mastroluisi
MNP
KPMG
Such further and other keywords as the Parties may agree or the Court may order

Appendix "B"

Document Exchange Protocol

1. The Parties shall exchange electronically stored documents, communications or data in native format, where readily available.

2. For any redacted documents, the Parties will exchange extracted text or OCR with redactions for privilege burned in as necessary.

3. The Parties agree the Eastern Time Zone will be used in document processing.

4. The Parties will scan hardcopy documents and produce these.

This is **Exhibit "B"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

A 2020 review: Six Nations response to the COVID-19 pandemic

Local News The Staff • December 30, 2020 • Views 347 • Comments off Share

SIX NATIONS — This has definitely been a year for the history books. TRT is taking a look back at 2020 and how the Six Nations of the Grand River community has responded to the COVID-19 pandemic.

March 13, 2020 – Six Nations of the Grand River Elected Council declares a state of emergency in the community as Covid-19 fears began to take on a serious tone in the province and across the country. The World Health Organization had just declared the virus a pandemic two days earlier, on March 10, 2020. All Six Nations schools and facilities are ordered closed. At the time, the closure was only to last until April 6. Schools remain closed to this day. There were no confirmed cases on Six Nations at the time but one possible exposure of an employee at Kawenni:io-Gaweni:yo private school.

March 24, 2020 – Six Nations Fire Services announces negative Covid tests for 12 firefighters after an exposure scare for one member of the fire service. Meanwhile, Six Nations began preparing its pandemic response by converting the community centre into a Covid-19 testing and treatment facility. The community remained in a tight lockdown, with many businesses, schools and all but essential services remained shut. Six Nations of the Grand River Elected Council had stopped meeting in person.

March 28, 2020 – Community members took action to block off all entrances to the reserve, ahead of SNGR Council's schedule of March 31, to stop the spread of Covid-19 in the community. Travel was restricted to Six Nations members and essential

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September 6, 202

Chiefs of Onta demand return removed green
September 6, 202

APTN calls for board member
September 6, 202

workers only. Checkpoints manned by Six Nations people were set up at reserve entrances to monitor travellers in and out of the community and an informal paper pass system was instituted to identify community members and essential workers. The community action came after throngs of visitors flooded the reserve that weekend seeking to stock up on discount cigarettes before the planned March 31 shutdown. There are still zero confirmed cases of Covid-19 on Six Nations.

April 8, 2020 – Six Nations is reporting nine positive cases of Covid-19 on the reserve. Demographic information, such as age and gender, is withheld by Six Nations Health Services. Across Canada, there are 17,049 confirmed cases, 345 deaths and 3212 cases considered "resolved." Norfolk and Haldimand County prohibit anyone from using any outdoor space. The entire economy on Six Nations has ground to a halt and checkpoints set up the previous week at reserve entrances are manned by paid security personnel. Masks have not yet become a way of life but people are starting to sew their own. The only businesses open are off-reserve supermarkets and local convenience stores. Six Nations Public Works announces the waiving of all fees for water services, and Six Nations Housing announces a temporary waiving of payments on mortgages until April 30.

April 15, 2020 – Six Nations' first and only Covid-19 death has been reported. As of April 14, the community had conducted 140 tests, with 112 negative results, 9 positive results, and seven cases resolved.

April 22, 2020 – Six Nations Police were called to a large gathering at a private home on April 18, drawing ire from community members who see the gathering as deliberately flouting efforts to reduce the spread of Covid-19 in the community. No charges are laid against the homeowner.

April 29, 2020 – Two more cases of Covid-19 are reported on Six Nations, bringing the total numbr of confirmed cases to 11. The Covid-19 assessment centre at the community hall has conducted 320 tests to date. Six Nations rents a generator for $240,000 to provide power to the community hall in the event of a power failure. The first positive Covid-19 case is reported at neighbouring Mississaugas of the Credit First Nation.

May 6, 2020 – A colour-coded paper pass system allowing Six Nations members to enter and exit the still-barricaded community is replaced with a high-tech barcode system developed and paid for by SNGR. There were reports of fraud and photocopying of the colour-coded paper system which people placed on their dashboards. Checkpoint security on Six Nations are equipped with smartphones to scan barcodes on laminated passes, which were handed out to community en masse in a drive-through operation at the Six Nations Bingo Hall parking lot on Sat. May 2. SNGR announces it will deliver iPads to Six Nations, along with a data package, to help them learn from home, as school closures extended until the end of the year. SNGR Child and Family Services announces the delivery of instant messaging support to help people cope with isolation and economic-related crises during the shutdown. Over 4,000 people have died across Canada.

May 13, 2020 – Six Nations Elected Council discusses the development of a health and safety code of conduct for businesses to follow as it considers a re-opening plan for the community.

May 20, 2020 – SNGR held an unprecedented community-wide delivery of thousands of loaves of bread and hunks of cheese to replace the beloved annual Bread and Cheese Day celebration that usually draws thousands of visitors to the Six Nations Community Hall for fun and revelry. The event, like every other event on Six Nations this year, had been cancelled to prevent the gathering of crowds and spread of Covid-19. Masked councillors drove throughout the community delivering the goods to residents' households.

June 3, 2020 – After a long stretch without any cases, Six Nations reports three more positive Covid-19 cases, bringing the total number of positive cases to date to 14. It is the lowest case count in Southern Ontario. To date, 745 people had been tested for Covid-19 on Six Nations.

June 17, 2020 – Blockades to reserve entrances are removed. Roads are reopened as are most businesses – but with rules and regulations in effect. Masks must be worn in all businesses on the reserve. Indoor dining is still banned. Sports fields and outdoor recreation remained closed. A small group of people insisted on trying to keep entrances to the reserve closed before giving up later in the week.

June 24, 2020 – Six Nations moves into Phase 2 of its reopening which meant many activities and gatherings involving crowds of more than 10 remained off limits. Fairs and festivals were cancelled into the summer and fall despite a provincial drop in Covid cases. Six Nations had gone weeks without a new positive case of Covid-19.

July 15, 2020 – For the first time in over a month, Six Nations reported one positive case of Covid-19. Ontario began Stage 3 of its re-opening plan, which allowed up to 100 people to gather outside. The relaxed restrictions on crowds saw the push for masks advocated across Ontario and Six Nations. Iroquois Lodge celebrated 17 weeks of being virus-free.

July 22, 2020 – Six Nations, Brantford and Brant saw an unprecedented week of no new Covid cases. Infection rates in young adults began to rise in Ontario, prompting health experts to urge continued social distancing and mask wearing. Businesses around the province have re-opened. The only restrictions remaining on Six Nations are large gatherings and sporting events. Six Nations elected council, however, continue to hold meetings via the online meeting platform Zoom. They have still not met in person since the state of emergency was declared in the spring.

July 29, 2020 – Masks are officially made mandatory at all businesses on Six Nations after a vote by Six Nations Elected Council. Active cases remain at zero. Life feels like it's returning to a new normal.

Aug. 5, 2020 – Six Nations Elected Council decides to remain in phase two of its recovery and re-opening plan. Despite a continued easing of restrictions across the province, Six Nations remained a bit more restricted by continuing to ask staff to work from home and the continued closure of public, band-operated buildings. The province announces that students will be returning to school full-time in September. Six Nations does not follow suit.

Aug. 12, 2020 – One new case of the virus was confirmed on Six Nations after weeks without a case. It is the 16th case of Covid-19 on Six Nations.

Aug. 26, 2020 – Six Nations Elected Council announced Six Nations schools would not re-open until at least November. Schools still remain closed on the reserve, with kids learning from home. Off-reserve schools re-opened in September.

Sept. 2, 2020 – Six Nations instituted a stage "2.5" in re-opening the community. Outdoor playgrounds and facilities were reopened, and outdoor gathering limits had increased to 40. It was a halfway step between stage 2 and stage 3. Stage 3 would have meant a full re-opening.

Sept. 23, 2020 – The Six Nations track and sports fields finally re-opened since their closure in March. The ball hockey rink also re-opened for reserved use.

Oct. 7, 2020 – Six Nations saw an alarming leap in Covid-19 cases after months of relatively few infections. Five new cases were reported in one week, prompting Six Nations health officials to urge the community not to become lax with physical distancing and other prevention measures. It brought the total number of cases to 22 since the pandemic began.

Oct. 13, 2020 – Coronavirus cases explode on Six Nations. An outbreak brought 47 new active cases to the reserve. It was a jump from 7 active cases to 47 over the course of the Thanksgiving weekend. Six Nations Health Services condemned the community for ignoring public health advice to not meet over the holiday weekend.

Oct. 21, 2020 – Six Nations is declared to be facing a "second wave" of Covid-19 in the community. The total cases to date had reached 69, with 31 active cases after a massive outbreak the week before. The outbreak prompted Six Nations elected council to prolong school closures, enforcing mandatory mask measures and reducing gathering sizes in the community.

Oct. 28, 2020 – the Thanksgiving outbreak had started to wane, with active cases subsiding to 23. Total reported cases to date: 88. Total deaths still remain at one.

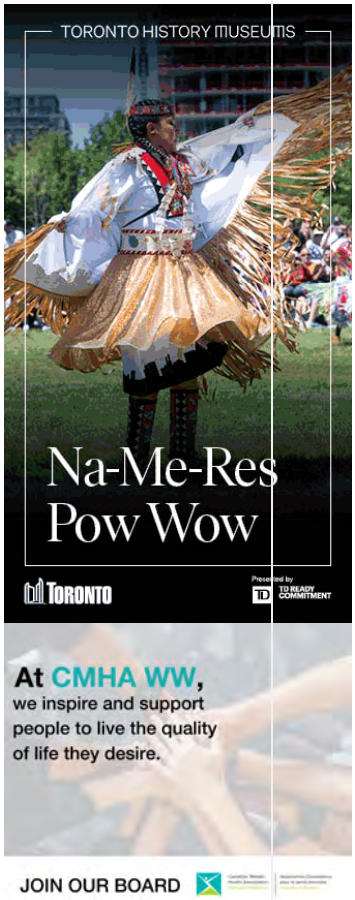
Nov. 4, 2020 – Five new Covid-19 cases are confirmed on Six Nations with 9 active cases. Ontario institutes a colour-coded system that sees different areas of the province abide by different measures according to their case counts.

Nov. 11, 2020 – Zero new cases and zero active infections on Six Nations. 93 cases of the 94 total to date are considered resolved.

Dec. 2, 2020 – As cases surge across the province, Six Nations infection rates remain extremely low. Only one active case of the virus is reported on the territory. To date, there have been 97 infections on Six Nations. Six Nations institutes its own colour-coded system to issue "alert levels" for virus cases on the territory and the measures that would accompany those alert levels.

Dec. 9, 2020 – A long-awaited Covid vaccine was approved by Health Canada, with priority given to health care workers and elders in Indigenous communities for the first batch of the vaccine. The vaccine has not yet arrived on Six Nations.

Dec. 16, 2020 – Six Nations Elected Chief declares the new Covid vaccine is a personal choice and will not be mandatory for any Six Nations member once it arrives on Six Nations. There is no word on when the vaccine will arrive yet. Six



Sports

Professional Women's Hockey League announces inaugural…
September 6, 2023

Six Nations Rivermen conclude representation in President's Cup
September 6, 2023

All-Ontario Native Fastball Tournament returns to Ohsweken
August 30, 2023

Nations Elected Council discusses re-opening schools for in-person learning in February.

Dec. 23, 2020 – Two active cases are reported on the territory, while the government of Ontario announces a total lockdown of the province, with all but essential businesses ordered closed by Boxing Day. In September, teachers had returned to schools to provide remote learning to Six Nations students but Indigenous Services Canada announced on Dec. 21 that Six Nations teachers would not be returning to school after the Christmas holiday to support lockdown efforts across the province. They are expected to return Jan. 11. As of Dec. 22 there were two active cases of Covid-19 on the territory. That brings the total number of cases reported to date to 102 on Six Nations.

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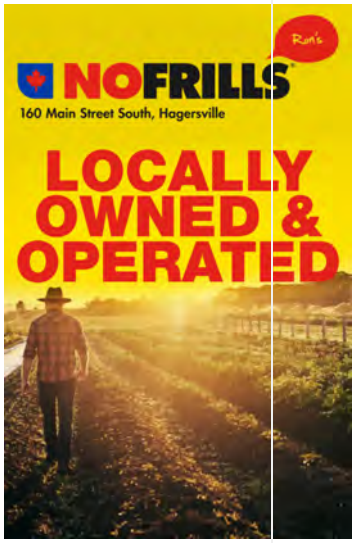

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Six Nations says full reserve closure stopped COVID-19 from spreading in community

Six Nations of the Grand River community member Kahnner Johnson watches over the access checkpoint on 6th Line on Thursday, May 14, 2020. THE CANADIAN PRESS/Frank Gunn

John Chidley-Hill, The Canadian Press
Published Friday, May 15, 2020 4:52PM EDT

After three of its residents tested positive for COVID-19 in late March, the Six Nations of the Grand River took the unprecedented step of limiting access to its territory.

That meant creating an identification system for all vehicles in the community southeast of Brantford, Ont., and shutting down most of the roads entering the reserve.

More than six weeks later, elected Chief Mark Hill says taking those extreme steps has been critical to stopping the spread of the novel coronavirus into one of Canada's most heavily populated First Nations.

“I don't want to speak too early on things but when we declared our community emergency, we did the right thing,” Hill said in a recent interview, noting that the first major step was limiting access to the Iroquois Lodge nursing home in the village of Ohsweken. “What started out as protecting our elders evolved into the bigger picture.”

The Six Nations of the Grand River declared its community emergency on March 13 and began restricting access to Iroquois Lodge the next day. Like municipalities across Ontario, the reserve shut schools, parks and other recreational facilities, and encouraged residents to work from home.

But on March 30 a third resident of Six Nations tested positive for COVID-19, prompting the emergency control group - a committee equally comprised of elected officials and traditional tribal elders - to restrict access to the reserve.

That meant setting up checkpoints at eight of the 22 concession roads entering the territory and closing the rest.

Residents were given vehicle ID badges with QR codes so police manning the checkpoints could easily scan them without having physical contact with the passengers. For trucks bringing in food and other supplies, a work order or invoice has to be provided.

All these steps were necessary to keep out the tens of thousands of visitors Hill says the territory gets for shopping and recreation.

“They're coming from highly populated areas like the Greater Toronto Area so there was potentially a higher risk of exposure to the virus,” said Hill.

Getting the word out within the territory was itself a major task. There are approximately 15,000 residents in the reserve - most of whom are Haudenosaunee, known in French as the Iroquois - clustered in smaller communities spread across more than 180 square kilometres.

Newsletters and fliers were distributed to every home, news releases were issued through the tribal council's website, and a daily briefing on Facebook has kept community members apprised of every step of the lockdown.

“It's just pulling all of the resources we have in every department to put out messaging,” said tribal councillor Nathan Wright, one of the elected officials on the emergency control group. “Not only from the standpoint of the health and safety perspective but also for mental health reasons.

“We recognize that mental health is an issue because of the measures that public health has taken. We have been secluded in our homes, so continuing to put that support out there for the community is important.”

At its peak, there were 11 confirmed cases of COVID-19 in the Six Nations of the Grand River, and one person died on April 9. There are currently no active cases in the territory.

Hagersville, Ont., a town of less than 3,000 people just outside of the reserve, has had one of the worst outbreaks in the province, with the Anson Place nursing home having 28 confirmed resident cases, 29 confirmed staff cases and 23 resident deaths.

Wright says that like most Canadians, the people of the Six Nations of the Grand River are anxious to get back to normal life.

“"When are we going to see a normal? What's it going to look like?"' said Wright. “That's the work that we're undertaking in the next couple of weeks.

“I would say it's been an overwhelming positive response. I'm pretty proud of our community in terms of how they have responded.”

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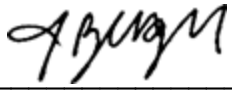
This is **Exhibit "C"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

Supply Agreement

General Terms & Conditions

(Export Blendgrade and USLD)

This is a Guaranteed Supply Agreement dated 06/01/2022 between OTE USA LLC ("OTE USA") 1504 E Grand River Ave Suite 200 East Lansing, MI 48823, and Original Traders Energy LP ("Original Traders") with offices at 1110 Highway 54, Caledonia, ON N3W 2G9.

1. Definitions. "Products" means blend-only gasoline of grades as are generally offered to OTE USA Wholesale Reseller customers at the Terminal from time to time. "Terminal" and "Awarded Monthly Volume," respectively, refer to the terminal and the associated quantities (in gallons) listed in the table in Section 3. "Month" means a calendar month. "Business Day" means any day other than a Saturday, Sunday, or U.S. legal public holiday. All other uses of the word "day" without capitalization refer to a calendar day. "Nomination" has the meaning set forth in Section 3(A). "Accepted Nomination" means a Nomination for a particular month and Product that is: (a) accepted by OTE USA, (b) agreed by the parties, or (c) deemed in accordance with Section 3(A)(2).

2. Term. The term of this Agreement is from 05/01/2022 to 04/30/2027, inclusive.

3. Quantity. (A)(1) For each Month of the term, Original Traders shall submit a written nomination to OTE USA for its purchase of Product at the Terminal (each, a "Nomination"), and each Nomination is due to OTE USA 's designated representative by the fifth Business Day of the preceding the delivery Month. Each Nomination will specify the Monthly quantity of each Product at the applicable Terminal listed in the table below, provided, however, that the volume in each Nomination will not be less than 90% of the applicable Awarded Monthly Volume. OTE USA, in its sole discretion, will accept or reject each Nomination within three Business Days after receipt.

Terminal	Product	Dates	Awarded Monthly Volume
Romulus MI	Export Blendgrade	June 2022	6,000,000
Flat Rock	Export Blendgrade	June 2022	2,500,000
Detroit	ULSD	June 2022	500,000

(2) In the event that: (a) Original Traders does not timely submit a Nomination for a delivery month; or (b) if OTE USA rejects a Nomination and OTE USA and Original Traders do not agree to an adjustment of the Nomination within two Business Days after OTE USA's rejection of such Nomination, the applicable Accepted Nomination for the immediately preceding delivery Month will be deemed as the Accepted Nomination for the delivery month. (3) Any desired change by Original Traders to its Nomination after OTE USA has accepted Original Traders' Nomination will be valid only upon the consent of OTE USA such consent shall be based on OTE USA's ability to supply the change, and not to be unreasonably withheld. (B)(1) During each Month, Original Traders shall purchase at least 90% of the Accepted Nomination of each Product at the associated Terminal. (2) OTE USA will not be obligated to supply Product for Original Traders' purchases in amounts greater than 110% of the applicable Accepted Nomination.

4. Price. The price per gallon for any given load of Product will be calculated in accordance with the formula corresponding to the Product and lifting Terminal. This price is calculated using the Terms for Supply of Petroleum Fuels Ex-Rack in Michigan as attached, and is calculated as the time of lifting ends.

5. Remedies. OTE USA may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, Original Traders fails to purchase at least 90% of the Accepted Nominations at the associated Terminal as shown in the table in Section 3.

6. General. (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. (B) This Agreement has been executed in two original counterparts. (C) Original Traders has the right to disclose the terms and conditions contained herein with its agents, employees, directors, and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by Original Traders without the express written consent of OTE USA is a material breach of this Agreement.

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by OTE USA LLC ("Seller") under this Agreement to the buyer Original Traders Energy LP identified in this Agreement ("Buyer")

1. **Payment.** Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a 2% late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: Import/ Export Co-Ordinator/ Manager at 1504 E Grand River Ave Suite 200 East Lansing, MI 48823. Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.
2. **Taxes.** Buyer shall pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's net income or worth. Upon account set up and upon request, Buyer shall promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number, all applicable state, provincial, and federal tax and importer and exporter registrations and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup. Buyer shall be solely responsible for the direct payment of all taxes assessed by jurisdictions outside of the United States.
3. **Delivery.** Title and risk of loss will pass to Buyer at the "Ship From" location as the Product passes the transport inlet flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location. Buyer will pay and be responsible for any demurrage, fleeting, shifting, parking, detention, port, or other charges related to receipt or delivery of Product, unless solely caused by Seller. The Seller reserves the right to re-claim unpaid for products, and re-sell at the buyer's expense for freight.
4. **Quantity and Inspection.** Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shore tank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators, standards accepted by government agency or industry accepted practice. Either party may require that Product quantity and quality be determined by a jointly selected, licensed petroleum inspector, whose findings will be conclusive. A refinery Certificate of Analysis (COA) will be issued for quality testing results. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them
5. **Compliance With Laws.** Buyer, its agents, and its carriers will comply with all laws, regulations, standards, and requirements ("Laws") applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, management, and disposition of Products. Buyer specifically acknowledges that it will comply with all Laws applicable to importers of Products to Canada, including without limitation all Canadian federal and provincial import, compliance, and environmental Laws. For account setup and upon request, Buyer will provide Seller with documentation of registration with all applicable Canadian federal and provincial authorities, and any compliance reports required under Canadian federal and provincial Laws.
6. **Safety and Health.** Safety Data Sheets (SDS) for Products are available at the following Internet address: https://www.marathonbrand.com/Products/Safety_Data_Sheets_and_Labe ls//. Buyer has received Safety Data Sheets and other information about the safety and health aspects of Products, will communicate this information to its employees, agents, carriers, and customers, and will require them to further communicate this information in a like manner.
7. **Warranties.** Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with the current customer specifications at the time and place title thereto passes to Buyer. Buyer is responsible to provide to Seller any changes to the current customer specifications. Seller is not responsible to monitor foreign specifications and regulations. OTE USA LCC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE. Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.
8. **Claims.** All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer

will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN 90 Days AFTER THE CAUSE OF ACTION ACCRUES.**

9. **Limitation of Liability. IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. **Force Majeure and Allocation.** Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions, and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. **Indemnity.** Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement.

12. **Default.** Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

13. **General.** (A) The sale of Products to Buyer, and this Agreement, will be governed by Michigan law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. If either party brings against the other party any proceeding arising out of this Agreement, that party will bring that proceeding only in the United States District Court for the District of Michigan or in any state court of Michigan. (B) Buyer's obligations in paragraphs above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Sr. Vice President, OTE USA LLC 1504 E Grand River Ave East Lansing MI 48823. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights or be deemed to be a course of performance or dealing, modifying, or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.

14. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and other legal representatives, and, to the extent permitted, their respective successors and permitted assigns. In addition, any obligations, entitlements, and rights created under the terms of this agreement shall survive any breach, default, or termination by either the seller or the buyer.

By OTE USA LLC

Date: June 1st, 2022

BY: _____

Brian Page

Vice President/Owner

Original Traders Energy LP

By: _____

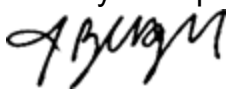
Glenn Page

President/Owner

This is **Exhibit "D"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

Original Traders Energy LP

Financial Statements
(Unaudited)

December 31, 2019

PM

T 905 522 6555 F 905 522 6574 6th Floor, One James Street South Hamilton ON L8P 4R5

July 24, 2020

Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

We have reviewed the accompanying financial statements of Original Traders Energy LP that comprise the balance sheet as at December 31, 2019, and the statements of partners' surplus (deficit), operations and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility
Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion
Based on our review nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Original Traders Energy LP as at December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Pettinelli Mastroluisi LLP

Chartered Accountants
Licensed Public Accountants

Hamilton, Ontario

PETTINELLI MASTROLUISI LLP
CHARTERED ACCOUNTANTS

Original Traders Energy LP

Balance Sheet
(Unaudited)

	December 31 2019	December 31 2018
Assets		
Current assets		
Cash	$ 2,381,428	$ 3,404
Accounts receivable (Note 2)	3,247,062	1,790,991
Inventory (Note 3)	1,392,835	688,380
Prepaid expenses	12,624	39,407
	7,033,949	2,522,182
Promissory notes receivable (Note 4)	595,485	65,000
Mortgage receivable	-	175,300
Due from related limited partnership (Note 5)	287,655	363,184
Property, plant and equipment (Note 6)	3,201,714	2,644,494
	$ 11,118,803	$ 5,770,160
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities (Note 8)	$ 7,633,204	$ 3,687,471
Unearned revenue	13,014	-
	7,646,218	3,687,471
Promissory notes payable (Note 9)	268,304	1,157,700
Loan payable (Note 10)	-	1,250,000
	7,914,522	6,095,171
Partners' surplus (deficit)		
Partners' capital (deficit)	(427,478)	291,750
Undistributed surplus (deficit)	3,631,759	(616,761)
	3,204,281	(325,011)
	$ 11,118,803	$ 5,770,160

See accompanying notes to the financial statements.

APPROVED BY THE PARTNERS:

_____ **Partner**

_____ **Partner**

Original Traders Energy LP

Statement of Partners' Surplus (Deficit)
(Unaudited)
Year ended December 31, 2019

	Balance at beginning of the year	Contributions	Drawings	Adjustments	Share of net income	Balance at end of the year
Original Traders Energy Ltd.	$ (515)	$ -	$ -	$ -	$ 3,631	$ 3,116
Miles Hill	(84,348)	-	(7,243)	(45,184)	1,209,376	1,072,601
Scott Hill	(84,398)	-	(31,024)	(45,184)	1,209,376	1,048,770
2584861 Ontario Inc.	(107,078)	-	(96,250)	203,328	-	-
2658658 Ontario Inc.	(48,672)	32,050	-	(112,960)	1,209,376	1,079,794
	$ (325,011)	$ 32,050	$ (134,517)	$ -	$ 3,631,759	$ 3,204,281

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Operations
(Unaudited)

	Year ended December 31 2019	2018
Sales	$ 89,873,689	$ 31,720,794
Cost of sales	79,135,974	31,196,848
Gross profit	10,737,715	523,946
Expenses		
Repairs and maintenance	2,269,226	13,357
Wages and benefits	1,954,575	545,140
Professional fees	1,168,600	106,940
Commissions	384,065	24,737
Insurance	308,110	82,003
Advertising and promotion	212,365	80,195
Amortization	200,076	82,445
Rent	161,868	30,300
Security	160,903	1,878
Travel and automotive	111,418	62,787
Interest and bank charges	83,979	16,745
Office and general	76,263	44,841
Computer expense	62,000	16,741
Meals and entertainment	49,024	6,806
Consulting fees	48,834	-
Telephone and utilities	42,277	11,090
Memberships	12,469	-
Training and seminars	8,528	2,512
Supplies	5,601	1,334
Equipment rental	4,957	5,967
Miscellaneous	-	6,714
	7,325,138	1,142,532
Income (loss) from operations	3,412,577	(618,586)
Other income		
Gain on foreign exchange	202,941	-
Interest income	13,467	1,825
Miscellaneous income	2,774	-
	219,182	1,825
Net income (loss) for the year	$ 3,631,759	$ (616,761)

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Cash Flows
(Unaudited)

	Year ended December 31 2019	2018
Cash flows from (used in) operating activities		
Net income (loss) for the year	$ 3,631,759	$ (616,761)
Item not involving cash		
Amortization	200,076	82,445
	3,831,835	(534,316)
Net change in non-cash working capital balances relating to operations		
Increase in accounts receivable	(1,456,071)	(1,790,991)
Increase in inventory	(704,455)	(688,380)
Decrease (increase) in prepaid expenses	26,783	(39,407)
Increase in accounts payable and accrued liabilities	3,945,733	3,687,471
Increase in unearned revenue	13,014	-
	1,825,004	1,168,693
	5,656,839	634,377
Cash flows from (used in) investing activities		
Issuance of promissory notes receivable	(530,485)	(65,000)
Mortgage receivable issued	-	(400,000)
Mortgage payments received	175,300	224,700
Purchase of property, plant and equipment	(757,296)	(2,726,939)
	(1,112,481)	(2,967,239)
Cash flows from (used in) financing activities		
Advances to related limited partnership	-	(376,511)
Repayments from related limited partnership	75,529	13,327
Proceeds from promissory notes payable	-	1,157,700
Repayments of promissory notes payable	(889,396)	-
Repayment of loan payable	(1,250,000)	(250,000)
Proceeds from loan payable	-	1,500,000
Capital contributions (withdrawals)	(102,467)	291,750
	(2,166,334)	2,336,266
Net increase in cash during the year	2,378,024	3,404
Cash at beginning of the year	3,404	-
Cash at end of the year	$ 2,381,428	$ 3,404

See accompanying notes to the financial statements.

Original Traders Energy LP

Notes to Financial Statements
(Unaudited)

December 31, 2019

Nature of operations

Original Traders Energy LP (the "Partnership") was formed under the laws of the Province of Ontario by the Partnership Agreement dated July 2017 between Original Traders Energy Ltd., the General Partner, and the Limited Partners described therein. The Partnership was formed to directly perform fuel distribution in the Province of Ontario.

Basis of accounting

These financial statements pertain to the Partnership carried on under the name of Original Traders Energy LP and accordingly do not include the assets, liabilities, revenue and expenses of the individual partners. The financial statements do not contain any charges for salaries or interest paid to the limited partners and no provision has been made in the financial statements for the effect of personal income taxes on the net income for the period.

1. Significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises. The significant accounting policies are detailed as follows:

Cash

Cash consists of cash on hand and balances held with financial institutions, net of outstanding cheques and deposits.

Inventory

Inventory, consisting of unleaded and diesel gasoline, is valued at the lower of cost and net realizable value. Cost is determined using the average cost method. Net realizable value is the estimated selling price in the ordinary course of business, less any applicable variable selling costs.

Property, plant and equipment

Property, plant and equipment are recorded at cost. The Partnership provides for amortization using the declining balance method at rates designed to amortize the cost of the property, plant and equipment over their estimated useful lives. The annual amortization rates are as follows:

Buildings	4%
Equipment	20%
Office equipment	20%
Computer equipment	55%
Computer software	100%

Amortization of leasehold improvements is recorded on a straight-line basis over the remaining term of the lease plus the first renewal option.

1. Significant accounting policies, continued

Revenue recognition

Revenue is recognized when the product is shipped, the customer takes ownership and assumes the risk of loss, there is persuasive evidence that an arrangement exists, the sales price is fixed or determinable and collection is reasonably assured. Revenue is recorded net of any applicable discounts or other allowances.

Income taxes

No provision has been made for income taxes in these financial statements, as the income will be taxable to the corporate/individual partners.

Foreign exchange

Monetary assets and liabilities of the Partnership which are denominated in foreign currencies are translated at year end exchange rates. Other assets and liabilities are translated at rates in effect at the date the assets were acquired and liabilities incurred. Revenues and expenses are translated at the rates of exchange in effect at their transaction dates. The resulting gains or losses are included in the income (loss).

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

Financial instruments

Measurement of financial instruments

The Partnership initially measures its financial assets and liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Partnership subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income (loss) in the period incurred.

Financial assets measured at amortized cost include cash, accounts receivable, promissory notes receivable, mortgage receivable and due from related limited partnership.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, promissory notes payable and loan payable.

The Partnership has not designated any financial asset or financial liability to be measured at fair value.

1. Significant accounting policies, continued

Financial instruments, continued

Impairment

For financial assets measured at cost or amortized cost, the Partnership determines whether there are indications of possible impairment. When there is an indication of impairment, and the Partnership determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows, a write-down is recognized in net income (loss). A previously recognized impairment loss may be reversed to the extent of the improvement. The carrying amount of the financial asset may not be greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income (loss) for the year.

Transaction costs

Transaction costs related to financial instruments that will be subsequently measured at fair value are recognized in net income (loss) in the period incurred. Transaction costs related to financial instruments subsequently measured at amortized cost are included in the original cost of the asset or liability and recognized in net income (loss) over the life of the instrument using the straight-line method.

2. Accounts receivable

	December 31	
	2019	**2018**
Accounts receivable - trade	$ 2,555,280	$ 979,407
HST receivable	680,298	75,398
Accounts receivable - CBSA	11,484	736,186
	$ 3,247,062	$ 1,790,991

3. Inventory

Inventory consists of unleaded and diesel gasoline. During the year, inventory totaling $71,887,819 (2018 - $30,327,499) was expensed through cost of sales.

4. Promissory notes receivable

	December 31 2019	December 31 2018
Note receivable from Walpole	$ 65,000	$ 65,000
Note receivable from Gen7 Hiawatha	280,485	-
Note receivable from Gen7 Melbourne	250,000	-
	$ 595,485	$ 65,000

The promissory notes receivable are unsecured, non-interest bearing and are repaid in instalments consistent with the payments made for the purchase of motor fuel. Instalments are calculated by multiplying $0.005 by the number of litres of motor fuel being purchased. All promissory notes receivable are due on, or before, October 1, 2021. If a promissory note has not been fully repaid by October 1, 2021 the remaining balance becomes due on demand.

5. Due from related limited partnership

	December 31 2019	December 31 2018
Due from Gen7 Fuel Management Services LP	$ 287,655	$ 363,184

All of the limited partners in the Partnership are also limited partners in Gen7 Fuel Management Services LP. The balance due from the related limited partnership is unsecured, non-interest bearing with no specific terms of repayment. Since the Partnership has indicated that it is not its intention to request payment of this amount during the next fiscal year, this amount has been classified as a non-current asset in the accompanying financial statements.

6. Property, plant and equipment

	Cost	Accumulated Amortization	December 31 2019 Net Book Value	December 31 2018 Net Book Value
Buildings	$ 3,171,149	$ 151,255	$ 3,019,894	$ 2,514,953
Equipment	69,344	6,934	62,410	-
Office equipment	25,901	6,735	19,166	23,958
Leasehold improvements	92,495	3,562	88,933	24,375
Computer equipment	29,032	17,721	11,311	21,012
Computer software	96,314	96,314	-	60,196
	$ 3,484,235	$ 282,521	$ 3,201,714	$ 2,644,494

7. Line of credit

A line of credit has been authorized by the bank to a maximum of $1,000,000 and bears interest at the Royal Bank of Canada's (RBC) prime lending rate plus 1.50%. A general security agreement covering all assets of the Partnership has been pledged as security. As at December 31, 2019, $Nil (2018 - $Nil) had been drawn on the line of credit.

8. Accounts payable and accrued liabilities

Government remittances consist of amounts (such as sales taxes, payroll taxes, health taxes and workers' safety insurance premiums) required to be paid to government authorities and are recognized when amounts become due. In respect of government remittances, $4,428,283 (2018 - $1,530,434) is included in accounts payable and accrued liabilities.

9. Promissory notes payable

	December 31	
	2019	2018
Note payable to Miles Hill, due February 2022	$ 69,413	$ 300,000
Note payable to Scott Hill, due February 2022	92,113	299,000
Note payable to 2584861 Ontario Inc., due February 2022	64,328	384,200
Note payable to 2658658 Ontario Inc., due February 2022	42,450	174,500
	$ 268,304	$ 1,157,700

The promissory notes payable all bear interest at 1.00% at the discretion of the lenders, are secured by a general security agreement and have no specific terms of repayment. Interest has been waived in the current year.

10. Loan payable

The loan payable is unsecured, non-interest bearing with no specific terms of repayment.

11. Partnership units

	December 31 2019	December 31 2018
Miles Hill - 333,333 (2018 - 260,000)	$ 33,333	$ 26,000
Scott Hill - 333,333 (2018 - 260,000)	33,333	26,000
2658658 Ontario Inc. - 333,333 (2018 - 150,000)	33,333	15,000
2584861 Ontario Inc. - Nil (2018 - 330,000)	-	33,000
	$ 99,999	$ 100,000

The Partnership is authorized to issue an unlimited number of partnership units and each partnership unit is entitled to one vote.

During the year, the partnership units held by 2584861 Ontario Inc. were purchased by the three remaining limited partners for proceeds equal to the company's initial contribution. The units were purchased on a pro rata basis so the end result was the partnership being owned equally by the three remaining limited partners.

12. Related party transactions

The following transactions took place between the Partnership and Gen7 Fuel Management Services LP, a limited partnership under common control, during the year:

	2019	2018
Freight	$ 6,755,231	$ 361,087

These transactions are in the normal course of operations and have been valued in these financial statements at the exchange amount which is the amount of consideration established and agreed to by the related parties.

13. Financial instruments

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

Foreign exchange risk

The Partnership is exposed to foreign exchange risk in United States dollars. Foreign exchange risk is the risk that the exchange rate that was in effect on the date that an obligation in a foreign currency was made to the Partnership by a customer, or that an obligation in a foreign currency was made to the Partnership to a supplier, is different at the time of settlement than it was at the time that the obligation was determined. The Partnership reduces its exposure to foreign exchange risk by carefully monitoring exchange rates on obligations that are made to the Partnership. The Partnership did not have any hedges at the time that the financial statements were issued. The Partnership does not utilize financial instruments to manage its foreign exchange risk. The Partnership maintains adequate foreign currency balances in its bank provided by its customers that discharged their obligations to the Partnership in the related currency, to discharge its related foreign currency obligations.

Credit risk

The Partnership does have credit risk in accounts receivable of $3,247,062 (2018 - $1,790,991). Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss. The Partnership reduces its exposure to credit risk by performing credit valuations on a regular basis, granting credit upon a review of the credit history of the applicant and creating an allowance for bad debts when applicable. The Partnership maintains strict credit policies and limits in respect to counterparties. The Partnership also mitigates its credit risk by implementing weekly direct payments from their largest customers.

Concentration risk

The Partnership does have concentration risk. Concentration risk is the risk that a customer has more than ten percent of the total accounts receivable balance and thus there is a higher risk to the business in the event of a default by one of these customers. Concentrations of credit risk relates to groups of counterparties that have similar economic or industry characteristics that cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. At December 31, 2019, receivables from three customers comprised approximately 55% (2018 - 59%) of the total outstanding receivables. The Partnership reduces this risk by regularly assessing the credit risk associated with these accounts and closely monitoring any overdue balances.

Liquidity risk

The Partnership does have a liquidity risk in the accounts payable and accrued liabilities of $7,633,204 (2018 - $3,687,471). Liquidity risk is the risk that the Partnership cannot repay its obligations when they become due to its creditors. The Partnership reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due, maintains an adequate line of credit to repay trade creditors and repays long term debt interest and principal as they become due.

14. Subsequent events

On March 11, 2020 the World Health Organization declared the outbreak of the coronavirus ("COVID-19"), a pandemic resulting in economic uncertainties potentially affecting the Partnership's cash flows, financial position and results of operations. It is not possible to reliably estimate the length or effect of these developments due to uncertainties including the ultimate geographic spread of the virus, the severity of the disease, the duration of the outbreak, and actions that may be taken by government authorities to contain COVID-19 or to treat its impact.

This is **Exhibit "E"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Original Traders Energy LP

Financial Statements
(Unaudited)

December 31, 2020

PM

T 905 522 6555 F 905 522 6574 6th Floor, One James Street South Hamilton ON L8P 4R5

June 11, 2021

Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

We have reviewed the accompanying financial statements of Original Traders Energy LP that comprise the balance sheet as at December 31, 2020, and the statements of partners' surplus, operations and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Original Traders Energy LP as at December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Pettinelli Mastroluisi LLP

Chartered Professional Accountants
Licensed Public Accountants

Hamilton, Ontario

Original Traders Energy LP

Balance Sheet
(Unaudited)

	December 31 2020	December 31 2019
Assets		
Current assets		
Cash	$ 3,081,420	$ 2,381,428
Accounts receivable (Note 2)	5,917,485	3,247,062
Inventory (Note 3)	2,322,433	1,392,835
Prepaid expenses	377,912	12,624
	11,699,250	7,033,949
Promissory notes receivable (Note 4)	1,907,682	595,485
Due from related limited partnership (Note 5)	300,769	287,655
Property, plant and equipment (Note 6)	9,330,951	3,201,714
	$ 23,238,652	$ 11,118,803
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities (Note 8)	$ 12,320,147	$ 7,633,204
Unearned revenue	37,112	13,014
Loan payable (Note 10)	1,050,000	-
	13,407,259	7,646,218
Promissory notes payable (Note 9)	268,304	268,304
	13,675,563	7,914,522
Partners' surplus		
Partners' capital (deficit)	3,204,281	(427,478)
Undistributed surplus	6,358,808	3,631,759
	9,563,089	3,204,281
	$ 23,238,652	$ 11,118,803

See accompanying notes to the financial statements.

APPROVED BY THE PARTNERS:

_____ **Partner**

_____ **Partner**

Original Traders Energy LP

Statement of Partners' Surplus
(Unaudited)
Year ended December 31, 2020

	Balance at beginning of the year	Share of net income	Balance at end of the year
Original Traders Energy Ltd.	$ 3,116	$ 6,359	$ 9,475
Miles Hill	1,072,601	2,117,483	3,190,084
Scott Hill	1,048,770	2,117,483	3,166,253
2658658 Ontario Inc.	1,079,794	2,117,483	3,197,277
	$ 3,204,281	$ 6,358,808	$ 9,563,089

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Operations
(Unaudited)

	Year ended December 31 2020	2019
Sales	$ 94,144,524	$ 89,873,689
Cost of sales	76,387,239	79,135,974
Gross profit	17,757,285	10,737,715
Expenses		
Wages and benefits	5,252,409	1,954,575
Professional fees	1,215,792	1,168,600
Consulting fees	1,188,841	48,834
Repairs and maintenance	1,152,211	2,269,226
Advertising and promotion	681,354	212,365
Insurance	613,805	308,110
Security	335,334	160,903
Travel and automotive	280,656	111,418
Amortization	277,984	200,076
Computer expense	207,398	62,000
Office and general	177,434	76,263
Interest and bank charges	80,260	83,979
Telephone and utilities	61,359	42,277
Rent	44,315	161,868
Meals and entertainment	41,752	49,024
Supplies	24,201	5,601
Equipment rental	9,640	4,957
Memberships	5,796	12,469
Training and seminars	5,571	8,528
Commissions	-	384,065
	11,656,112	7,325,138
Income from operations	6,101,173	3,412,577
Other income		
Gain on foreign exchange	233,894	202,941
Interest income	12,177	13,467
Government assistance (Note 12)	11,564	-
Miscellaneous income	-	2,774
	257,635	219,182
Net income for the year	$ 6,358,808	$ 3,631,759

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Cash Flows
(Unaudited)

	Year ended December 31 2020	2019
Cash flows from (used in) operating activities		
Net income for the year	$ 6,358,808	$ 3,631,759
Item not involving cash		
Amortization	277,984	200,076
	6,636,792	3,831,835
Net change in non-cash working capital balances relating to operations		
Increase in accounts receivable	(2,670,423)	(1,456,071)
Increase in inventory	(929,598)	(704,455)
Decrease (increase) in prepaid expenses	(365,288)	26,783
Increase in accounts payable and accrued liabilities	4,686,943	3,945,733
Increase in unearned revenue	24,098	13,014
	745,732	1,825,004
	7,382,524	5,656,839
Cash flows from (used in) investing activities		
Issuance of promissory notes receivable	(1,575,593)	(530,485)
Repayment of promissory notes receivable	263,396	-
Mortgage payments received	-	175,300
Purchase of property, plant and equipment	(6,407,221)	(757,296)
	(7,719,418)	(1,112,481)
Cash flows from (used in) financing activities		
Advances to related limited partnership	(13,114)	-
Repayments from related limited partnership	-	75,529
Repayments of promissory notes payable	-	(889,396)
Repayment of loan payable	(450,000)	(1,250,000)
Proceeds from loan payable	1,500,000	-
Capital contributions (withdrawals)	-	(102,467)
	1,036,886	(2,166,334)
Net increase in cash during the year	699,992	2,378,024
Cash at beginning of the year	2,381,428	3,404
Cash at end of the year	$ 3,081,420	$ 2,381,428

See accompanying notes to the financial statements.

Original Traders Energy LP

Notes to Financial Statements
(Unaudited)

December 31, 2020

Nature of operations

Original Traders Energy LP (the "Partnership") was formed under the laws of the Province of Ontario by the Partnership Agreement dated July 2017 between Original Traders Energy Ltd., the General Partner, and the Limited Partners described therein. The Partnership was formed to provide wholesale fuel distribution to First Nations communities.

Basis of accounting

These financial statements pertain to the Partnership carried on under the name of Original Traders Energy LP and accordingly do not include the assets, liabilities, revenue and expenses of the individual partners. These financial statements do not contain any charges for salaries or interest paid to the limited partners and no provision has been made in the financial statements for the effect of personal income taxes on the net income for the period.

1. Significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises. The significant accounting policies are detailed as follows:

Cash

Cash consists of cash on hand and balances held with financial institutions, net of outstanding cheques and deposits.

Inventory

Inventory, consisting of unleaded and diesel gasoline, is valued at the lower of cost and net realizable value. Cost is determined using the average cost method. Net realizable value is the estimated selling price in the ordinary course of business, less any applicable variable selling costs.

Property, plant and equipment

Property, plant and equipment are recorded at cost. The Partnership provides for amortization using the declining balance method at rates designed to amortize the cost of the property, plant and equipment over their estimated useful lives. The annual amortization rates are as follows:

Blending sites	4%
Equipment	20%
Office equipment	20%
Computer equipment	55%
Computer software	100%

Amortization of leasehold improvements is recorded on a straight-line basis over the remaining term of the lease plus the first renewal option.

1. Significant accounting policies, continued

Revenue recognition

Revenue is recognized when the product is shipped, the customer takes ownership and assumes the risk of loss, there is persuasive evidence that an arrangement exists, the sales price is fixed or determinable and collection is reasonably assured. Revenue is recorded net of any applicable discounts or other allowances. No HST is collected on revenue as all sales are made to exempt parties.

Income taxes

No provision has been made for income taxes in these financial statements, as the income will be taxable to the corporate/individual partners.

Government assistance

Government assistance provided for non-capital expenditures of the current period have been accounted for as other income. Government assistance provided for expenses of future periods is initially deferred and subsequently recognized to other income as eligible expenditures are incurred.

Foreign exchange

Monetary assets and liabilities of the Partnership which are denominated in foreign currencies are translated at year end exchange rates. Other assets and liabilities are translated at rates in effect at the date the assets were acquired and liabilities incurred. Revenues and expenses are translated at the rates of exchange in effect at their transaction dates. The resulting gains or losses are included in net income.

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

1. Significant accounting policies, continued

Financial instruments

Measurement of financial instruments

The Partnership initially measures its financial assets and liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Partnership subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income in the period incurred.

Financial assets measured at amortized cost include cash, accounts receivable, promissory notes receivable and due from related limited partnership.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, promissory notes payable and loan payable.

The Partnership has not designated any financial asset or financial liability to be measured at fair value.

Impairment

For financial assets measured at cost or amortized cost, the Partnership determines whether there are indications of possible impairment. When there is an indication of impairment, and the Partnership determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows, a write-down is recognized in net income. A previously recognized impairment loss may be reversed to the extent of the improvement. The carrying amount of the financial asset may not be greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income for the year.

Transaction costs

Transaction costs related to financial instruments that will be subsequently measured at fair value are recognized in net income in the period incurred. Transaction costs related to financial instruments subsequently measured at amortized cost are included in the original cost of the asset or liability and recognized in net income over the life of the instrument using the straight-line method.

2. Accounts receivable

	December 31 2020	December 31 2019
Accounts receivable - trade	$ 3,871,033	$ 2,555,280
HST receivable	2,046,452	680,298
Accounts receivable - CBSA	-	11,484
	$ 5,917,485	$ 3,247,062

3. Inventory

Inventory consists of unleaded and diesel gasoline. During the year, inventory totaling $65,205,696 (2019 - $71,770,062) was expensed through cost of sales.

4. Promissory notes receivable

	December 31 2020	December 31 2019
Note receivable from J. Maracle	$ 583,418	$ -
Note receivable from Walpole	345,051	65,000
Note receivable from Gen7 Hiawatha	293,460	280,485
Note receivable from Gen7 Quebec Expansion	260,753	-
Note receivable from Gen7 Melbourne	250,000	250,000
Note receivable from Gen7 Tyendinaga	175,000	-
	$ 1,907,682	$ 595,485

The promissory notes receivable are unsecured, non-interest bearing with no set terms of repayment. All promissory notes receivable are due on, or before, October 1, 2022. If a promissory note has not been fully repaid by October 1, 2022 the remaining balance becomes due on demand.

5. Due from related limited partnership

	December 31 2020	December 31 2019
Due from Gen7 Fuel Management Services LP	$ 300,769	$ 287,655

All of the limited partners in the Partnership are also limited partners in Gen7 Fuel Management Services LP. The balance due from the related limited partnership is unsecured, non-interest bearing with no specific terms of repayment. Since the Partnership has indicated that it is not its intention to request repayment of this amount during the next fiscal year, this amount has been classified as a non-current asset in the accompanying financial statements.

6. Property, plant and equipment

	Cost	Accumulated Amortization	December 31 2020 Net Book Value	December 31 2019 Net Book Value
Blending sites	$ 9,567,888	$ 399,986	$ 9,167,902	$ 3,019,894
Equipment	69,344	19,416	49,928	62,410
Office equipment	30,418	11,020	19,398	19,166
Leasehold improvements	92,495	8,187	84,308	88,933
Computer equipment	34,997	25,582	9,415	11,311
Computer software	96,314	96,314	-	-
	$ 9,891,456	$ 560,505	$ 9,330,951	$ 3,201,714

7. Line of credit

A line of credit has been authorized by the bank to a maximum of $1,000,000 and bears interest at the Royal Bank of Canada's (RBC) prime lending rate plus 1.50%. A general security agreement covering all assets of the Partnership has been pledged as security. As at December 31, 2020, $Nil (2019 - $Nil) had been drawn on the line of credit.

8. Accounts payable and accrued liabilities

Government remittances consist of amounts (such as sales taxes, payroll taxes, health taxes and workers' safety insurance premiums) required to be paid to government authorities and are recognized when amounts become due. In respect of government remittances, $7,976,591 (2019 - $3,811,959) is included in accounts payable and accrued liabilities.

9. Promissory notes payable

	December 31 2020	December 31 2019
Note payable to Miles Hill, due February 2022	$ 69,413	$ 69,413
Note payable to Scott Hill, due February 2022	92,113	92,113
Note payable to 2584861 Ontario Inc., due February 2022	64,328	64,328
Note payable to 2658658 Ontario Inc., due February 2022	42,450	42,450
	$ 268,304	$ 268,304

The promissory notes payable all bear interest at 1.00% at the discretion of the lenders, are secured by a general security agreement and have no specific terms of repayment. Interest has been waived in the current year.

10. Loan payable

The loan payable is part of an ongoing agreement that commenced on July 1, 2020 and will conclude on June 30, 2023. Under the terms of the agreement, the lender will advance a maximum of $1,500,000 per new blending site as the Partnership continues to expand and build new blending sites across Canada. Advances are unsecured, non-interest bearing and are repayable within one year of the initial advance in equal monthly instalments determined at the time of the advance.

11. Partnership units

	December 31 2020	December 31 2019
Miles Hill - 333,333	$ 33,333	$ 33,333
Scott Hill - 333,333	33,333	33,333
2658658 Ontario Inc. - 333,333	33,333	33,333
	$ 99,999	$ 99,999

The Partnership is authorized to issue an unlimited number of partnership units and each partnership unit is entitled to one vote.

12. Government assistance

As part of the Government of Canada's economic response plan to the COVID-19 pandemic, it was declared that companies and organizations would be eligible for the Canada Emergency Wage Subsidy ("CEWS"). This program provides a wage subsidy to eligible employers. Management determined that the Partnership was eligible for the CEWS based on the established criteria and applied to receive the subsidy. The CEWS claim periods were predefined by the Government of Canada and management determined that the Partnership was eligible for the subsidy in the amount of $11,564 related to the claim periods covering March 15, 2020 to December 31, 2020. The entire subsidy relates to the current fiscal year and has been recorded as government assistance in the statement of operations. Management will continue to assess the Partnership's eligibility for the CEWS as long as the program is being offered by the Government of Canada.

The CEWS is subject to review by the Government of Canada and its related authorities. Any resulting adjustments or required repayments that may result from such a review will be reflected in the year of settlement.

13. Related party transactions

The following transactions took place between the Partnership and Gen7 Fuel Management Services LP, a limited partnership under common control, during the year:

	2020	2019
Freight	$ 9,557,585	$ 6,755,231

These transactions were in the normal course of operations and have been valued in these financial statements at the exchange amount which is the amount of consideration established and agreed to by the related parties.

14. Financial instruments

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

Foreign exchange risk

The Partnership is exposed to foreign exchange risk in United States dollars. Foreign exchange risk is the risk that the exchange rate that was in effect on the date that an obligation in a foreign currency was made to the Partnership by a customer, or that an obligation in a foreign currency was made to the Partnership to a supplier, is different at the time of settlement than it was at the time that the obligation was determined. The Partnership does not utilize financial instruments to manage its foreign exchange risk. The Partnership maintains adequate foreign currency balances in its bank provided by its customers that discharged their obligations to the Partnership in the related currency, to discharge its related foreign currency obligations.

Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Partnership realizes a portion of its sales and purchases in foreign currency. Consequently, some assets, liabilities, revenues and expenses are exposed to foreign exchange fluctuations.

As of December 31, 2020, United States denominated cash, accounts receivable and prepaid expenses of $615,274, $43,377 and $240,855 (2019 - $679,187, $Nil and $Nil) respectively were converted into Canadian dollars using the year-end exchange rate.

Credit risk

The Partnership does have credit risk in accounts receivable of $5,917,485 (2019 - $3,247,062). Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss. The Partnership reduces its exposure to credit risk by performing credit valuations on a regular basis, granting credit upon a review of the credit history of the applicant and creating an allowance for bad debts when applicable. The Partnership maintains strict credit policies and limits in respect to counterparties. The Partnership also mitigates its credit risk by implementing weekly direct payments from their largest customers.

Concentration risk

The Partnership does have concentration risk. Concentration risk is the risk that a customer has more than ten percent of the total accounts receivable balance and thus there is a higher risk to the business in the event of a default by one of these customers. Concentrations of credit risk relates to groups of counterparties that have similar economic or industry characteristics that cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. At December 31, 2020, receivables from three customers comprised approximately 37% (2019 - 55%) of the total outstanding receivables. The Partnership reduces this risk by regularly assessing the credit risk associated with these accounts and closely monitoring any overdue balances.

14. Financial instruments, continued

Liquidity risk

The Partnership does have a liquidity risk in the accounts payable and accrued liabilities of $12,320,147 (2019 - $7,633,204). Liquidity risk is the risk that the Partnership cannot repay its obligations when they become due to its creditors. The Partnership reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due, maintains an adequate line of credit to repay trade creditors and repays long term debt interest and principal as they become due.

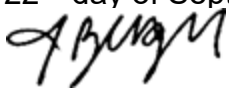
15. Impact of COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus ("COVID-19"), a pandemic resulting in economic uncertainties potentially affecting the Partnership's cash flows, financial position and results of operations. At this time, it is unknown the extent of the impact that the COVID-19 outbreak may have on the Partnership as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the virus and duration of the outbreak, forced closures or disruptions and quarantine/isolation measures that are currently, or may be put in place by government authorities to fight the virus. The Partnership continues to assess the impact COVID-19 will have on its business activities in the future, however, the extent of the effect of the COVID-19 pandemic remains uncertain.

This is **Exhibit "F"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



_____

A 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

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

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

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

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;

(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

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;

(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;

(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.

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 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. He was also employed by or served the interests of the other defendants

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.

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:

(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.

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.

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.

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

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.

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

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.

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

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

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;

(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;

(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.

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:

(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";

(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

(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.";

(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

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 suppling 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

station located on the Atikamekshen 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

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

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

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.

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 Sates, 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.

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.

110. Th 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.

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.

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

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

October 12, 2022

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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

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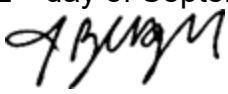
Lawyers for the Plaintiffs

This is **Exhibit "G"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

OTE USA LLC,
a Michigan limited liability company,

Plaintiff,

v.

ORIGINAL TRADERS ENERGY LP,
a Canadian limited partnership,

Defendant.

Case No.:

Hon.

COMPLAINT

Plaintiff OTE USA LLC ("OTE USA"), for its Complaint against Defendant Original Traders Energy LP ("Original Traders"), states as follows:

Parties, Jurisdiction, and Venue

1. OTE USA is a Michigan limited liability company, with its principal place of business in East Lansing, Michigan. OTE USA's sole member is a Michigan corporation with its principal place of business in Michigan.

2. Original Traders is a Canadian limited partnership with its principal place of business in Ontario, Canada. Upon information and belief, Original Traders' general partner is a Canadian corporation with its principal place of business in Canada. Upon information and belief, no partner within Original Traders is located in Michigan.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2) as the amount in controversy exceeds $75,000, exclusive of interest and costs, and the parties are not citizens of the same state.

4. OTE USA and Original Traders contractually consented to personal jurisdiction in this Court: "If either party brings against the other party any proceeding arising out of this Agreement, that party will bring that proceeding only in the United States District Court for the District of Michigan or in any state court of Michigan." (Agreement, Product Sales Terms at § 13.)

5. Venue is proper in this Court under 28 U.S.C. § 1391(2) and (3) given delivery of the fuel at issue took place at designated terminals in Shelby County and Wayne County, Michigan and because Original Traders consented to jurisdiction in this district pursuant to the Agreement at issue.

The Parties' Agreement

6. On or about June 1, 2022, Original Traders as buyer, and OTE USA as seller, entered into a Supply Agreement under which OTE USA agreed to supply certain fuel to Original Traders at agreed-upon prices.

7. The Supply Agreement expressly incorporates by reference Product Sales Terms, which are attached to the Supply Agreement. The Agreement includes a Michigan choice of law provision and expressly excludes application of the United Nations Convention on Contracts for the International Sale of Goods. The Supply

Agreement and Product Sales Terms are collectively referred to herein as the "Agreement."[1]

8. Pursuant to the Agreement, each month, Original Traders was to submit a "written nomination" to OTE USA for its purchase of fuel, specifying the monthly quantity of fuel (in gallons) it intends to purchase at specified terminal locations (the "Nomination"). OTE USA then had three business days after receipt to accept or reject each monthly nomination.

9. In the event Original Traders failed to timely submit a Nomination for a delivery month, or if OTE USA rejected a Nomination and the parties were unable to agree to an adjustment of the Nomination within two business days of OTE USA's rejection, the Agreement provides that the applicable accepted Nomination for the immediately preceding delivery month will be deemed the accepted Nomination for the delivery month.

10. Under the Agreement, during each month, Original Traders was required to purchase at least 90% of the fuel contemplated by the accepted Nomination at the associated terminals, and OTE USA was not required to supply fuel for Original Traders' purchases in amounts greater than 100% of the applicable accepted Nomination.

[1] In light of the confidential designation contained in the Agreement, OTE USA has refrained from attaching a copy to this Complaint.

11. Fuel was lifted, i.e. loaded, onto tankers at designated terminals and then transported by third-party transportation logistics companies by way of road or rail to Original Traders' designated locations in Canada. When fuel was transported by road, it generally arrived at Original Traders' designated locations within 24 hours of being lifted. Fuel that had been transported by rail generally arrived at Original Traders' designated locations five to seven days after being lifted.

12. Once fuel was lifted at the designated terminals, the third-party supplier of fuel would send an invoice to OTE USA for the lifted fuel, and in turn, OTE USA would send an invoice to Original Traders for that fuel. Invoices were typically sent from OTE USA to Original Traders approximately two to three days after the fuel was lifted.

13. The invoices OTE USA sent pursuant to the Agreement specified a payment term of "Net 05," meaning that payment was due within five days of the invoice date.

14. Under the Agreement, payment terms are subject to change by OTE USA at any time. On August 10, 2022, OTE USA advised Original Traders that OTE USA reserved the right to apply payments to Original Traders' open balance as it saw fit.

15. Pursuant to the Agreement, if OTE USA does not receive payment when due, it may impose a 2% late payment charge, and if a lawsuit is filed to collect, OTE USA is entitled to recover its attorney's fees and court costs.

16. Under the Agreement, OTE USA also reserves the right to reclaim fuel for which it was not paid, and to resell that fuel at Original Traders' expense.

Original Traders Defaults on its Payment Obligations

17. For months, the parties performed pursuant to the Agreement, whereby OTE USA supplied fuel to Original Traders in exchange for monetary payment from Original Traders to OTE USA.

18. However, beginning in August 2022, Original Traders defaulted on its payment obligations and ceased making payments for fuel it purchased pursuant to the Agreement.

19. Specifically, from August 4, 2022 through September 7, 2022, Original Traders failed to pay 111 invoices for fuel it purchased, resulting in an open balance of USD $4,909,457.42 (the "Invoices"). After assessing the 2% late payment penalty under the Agreement, the total open balance due from Original Traders to OTE USA as of January 12, 2023, is USD $5,320,458.56 (the "Outstanding Balance").

The Segregated Fuel

20. At the time of Original Traders' default, 41 rail-cars worth of fuel nominated by Original Traders were in the possession of a third-party carrier and in the process of being transported to Original Traders' designated location.

21. In accordance with the Agreement and Michigan law, OTE USA directed the carrier to stop delivery of that fuel, prior to final delivery (the "Undelivered Fuel").

22. OTE USA has since resold ten rail-carloads of the Undelivered Fuel to three (3) third-parties in exchange for payment (the "Recovered Amount"). The Recovered Amount totals $1,217,606.25 (USD), which is approximately one-fifth of the Outstanding Balance.

23. As of the date of this filing, the remainder of the Undelivered Fuel that has not been resold (the "Segregated Fuel"), is being stored at a third-party private rail company in Sudbury, Ontario, Canada in exchange for a daily rental fee.

OTE USA's Repeated Demands Payment from Original Traders

24. Of the Invoices at issue, 29 pertain to fuel transported to Original Traders' designated locations via road, and upon information and belief, that fuel has already been resold by Original Traders (the "Delivered Fuel"). The portion of

the total Invoices pertaining to the Delivered Fuel is USD $1,223,265.01 (the "Delivered Fuel Balance").

25. The remaining 82 unpaid Invoices pertain to the Undelivered Fuel. The portion of the Invoices amount pertaining to the Undelivered Fuel less the Recovered Amount is $2,468,586.16 USD (the "Segregated Fuel Balance").

26. On September 8, 2022, OTE USA's representative sent email correspondence to Original Traders' representative advising that, based on "yesterday's aging and assuming no payment today or tomorrow, a 2% late fee / Reactivation fee in the amount in the amount of $60,010.36 will need to be paid in addition to your payments." OTE USA's representative further advised that on "Monday September 12th [Original Traders] will have to make a payment of $4,755,278.43 which includes the outstanding amount of $4,695,268.07 plus a late fee of $60,010.36" and indicated that "[t]his penalty can be avoided by making payment today in the amount of $1,270,757.76 and tomorrow in the amount of $1,230,178.23."

27. That same day, Original Traders representative responded "Gen 7 pays their $8 000 000 plus outstanding gas bill, [Original Traders] pays OTE USA." In other words, Original Traders advised that once it received payment from its customer, "Gen 7," Original Traders would pay OTE USA.

28. On November 3, 2022, OTE USA's representative sent another email correspondence to Original Traders' representative, attaching a copy of its aging report as of November 3, 2022, and instructing Original Traders to "remit payment at [its] earliest convenience." Original Traders did not respond.

29. A week later, on November 10, 2022, OTE USA's representative sent yet another email correspondence to Original Traders' representative, attaching a copy of its aging report as of November 10, 2022 and advising Original Traders, again, to "remit payment at [its] earliest convenience." The aging report attached to the OTE USA's representative's November 10, 2022 email communication identifies, for each unpaid Invoice, its respective due date, days past due, amount, and open balance with 2% late payment penalty, along with the total Outstanding Balance. Original Traders, again, did not respond.

30. OTE USA has continued to send emails to Original Traders each and every business day demanding that Original Traders pay the Outstanding Balance. Original Traders had not responded.

31. Nothing in the Agreement or otherwise permits Original Traders to refuse to pay OTE USA the Outstanding Balance less the Recovered Amount for fuel it accepted pursuant to the Agreement based on non-payment or late payment of Original Traders' customers.

Count I – Breach of Contract as to the Delivered Fuel

32. OTE USA incorporates by reference all preceding paragraphs.

33. The Agreement between OTE USA and Original Traders is a valid and enforceable contract.

34. OTE USA has fulfilled its obligations under the Agreement.

35. Original Traders has breached the Agreement by failing to pay the Delivered Fuel Balance pursuant to the payment obligations set forth in the Agreement.

36. As a direct and proximate result of Original Traders breach of the Agreement, OTE USA has suffered and will continue to suffer damages, including, but not limited to, the Delivered Fuel Balance, together with the 2% late payment charge, interest, costs and attorney's fees incurred in enforcing OTE USA's rights under the Agreement.

Count II – Breach of Contract as to the Segregated Fuel

37. OTE USA incorporates by reference all preceding paragraphs.

38. The Agreement between OTE USA and Original Traders is a valid and enforceable contract.

39. OTE USA has fulfilled its obligations under the Agreement.

40. Original Traders breached the Agreement by failing to pay the Segregated Fuel Balance.

41. OTE USA exercised its right under Michigan law to stop the delivery of the Segregated Fuel by the third-party carrier in light of the Outstanding Balance. *See* MCL 440.2705.

42. Upon payment of the Segregated Fuel Balance plus an amount equal to the storage fees associated with the Undelivered Fuel, any other incidental and/or consequential damages, and OTE USA's attorney's fees and costs, OTE USA will direct the third-party carrier to release the Segregated Fuel to Original Traders.

43. As a direct and proximate result of Original Traders' breach of the Agreement, OTE USA has suffered and will continue to suffer damages, including, but not limited to, the Segregated Fuel Balance, together with the 2% late payment charge, the ensuing rental fees assessed by the third-party private rail company, interest, costs and attorney's fees incurred in enforcing OTE USA's rights under the Agreement.

Count III- Unjust Enrichment as to Delivered Fuel

44. OTE USA incorporates by reference all preceding paragraphs.

45. Original Traders received a financial benefit from OTE USA in the form of the Delivered Fuel in an amount equating to the Delivered Fuel Balance that OTE USA supplied and which Original Traders unequivocally accepted and did not return.

46. Although Original Traders accepted the Delivered Fuel supplied by OTE USA, it failed to pay OTE USA the Delivered Fuel Balance.

47. Original Traders' failure to pay the Delivered Fuel Balance to OTE USA has resulted in an inequity, as OTE USA has lost significant time, resources and money supplying fuel for which it was not compensated.

WHEREFORE, OTE USA respectfully requests judgment in its favor and the following relief:

A. That OTE USA be awarded damages from Original Trader in the amount of the Outstanding Balance less the Recovered Amount, plus interest and any incidental and consequential damages, including, but not limited to, any ensuing charges assessed by the third-party carrier holding the Segregated Fuel;

B. That OTE USA be awarded its costs and reasonable attorney's fees associated with this action pursuant to the Agreement;

C. That OTE USA be awarded both pre-judgment and post-judgment interest in an amount to be determined; and

D. That the Court award any other relief that it deems just and proper under the circumstances.

Respectfully submitted,

Dated: January 19, 2023

By: *__/s/Brian Wassom__*

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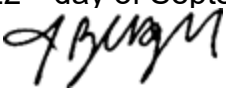
Attorneys for Plaintiff

This is **Exhibit "H"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

OTE USA LLC, a Michigan limited liability company, Plaintiff, v. ORIGINAL TRADERS ENERGY LP, a Canadian limited partnership, Defendant.	Case No. 2:23-cv-10152 Hon. George Caram Steeh Hon. Mag. David R. Grand

DECLARATION OF SCOTT HILL IN SUPPORT OF DEFENDANT ORIGINAL TRADERS ENERGY LP'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT

I, Scott Hill, declare under penalty of perjury as follows:

1. I am over eighteen years of age and competent to testify to the facts and observations set forth in this Declaration. The information set forth below is based on my personal knowledge, and if called to testify in this matter, I would and could testify truthfully to the facts set forth below.

2. As part of the preparation of this Declaration, I reviewed documents maintained by Original Traders Energy LP ("Original Traders" or, the "Company") in the ordinary course of business that are relevant to the events described below. The statements herein are true, accurate, and correct, and are based upon my own

personal knowledge of the facts and circumstances and/or upon my review of the records kept in the ordinary course of Original Traders' business, which records were made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information therein or from information transmitted by persons with personal knowledge thereof.

3. I am one of the owners of Original Traders. I currently serve as the President of Original Traders Ltd., which is the general partner of Original Traders. I am a resident of Ontario, Canada.

4. Original Traders is a Canadian limited partnership, which has been in the business of importing and blending fuel products to supply to gas station customers in Ontario since August 30, 2017.

5. Original Traders was established in 2017 by Miles Hill.

6. Miles Hill is a businessman and a member of the Six Nations of the Grand River. Miles Hill resides in Ontario, Canada. Miles Hill is my brother.

7. To create and run Original Traders, Miles Hill hired Glenn Page, who had previously worked with Miles Hill on a variety of ventures and whom he had known since 2003. Glenn Page resides in Ontario, Canada.

8. From its founding until July 2022, Glenn Page was the president of Original, a director of Original Traders, and an owner of Original Traders. During

that time, Glenn Page had complete executive and operational control over Original Traders and its related businesses.

9. During that time, I served as Vice-President of Original Traders with responsibility for the Company's sales and marketing activities.

10. Miles Hill remained an owner of Original Traders but did not retain any day-to-day operational responsibilities.

11. Currently, Miles Hill, Glenn Page and I each own a one-third interest in Original Traders.

12. In early 2021, Glenn Page proposed to Miles Hill and myself that Original Traders establish a wholly-owned U.S. subsidiary of Original Traders to facilitate the purchase of bulk fuel on a tax-effective basis. He represented that 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. Original Traders had previously been paying millions of dollars in U.S. excise taxes each year.

13. Miles Hill and I agreed to this proposal with the understanding that the new U.S. entity would have the same ownership structure as Original Traders and that its sole purpose was to be a vehicle to save Original Traders the expense of U.S. excise taxes on fuel purchases. We also understood that the new U.S. entity would

not be a profitable stand-alone business but would instead pass all profit through to Original Traders, which is based on a First Nation reserve with Indigenous majority owners.

14. Unbeknownst to Miles Hill and me, the new U.S. entity, OTE USA LLC ("OTE USA"), was already in the process of being created in Michigan by Glenn Page before the proposal was raised. It was founded and funded using Original Traders' assets and credit.

15. OTE USA did not have the ownership structure that Miles Hill and I had agreed to. Rather than having ownership and control of OTE USA shared between Miles Hill, Glenn Page and I, OTE USA is instead majority-owned by GPMC 1. Glenn Page and his wife Mandy Cox are the directors, officers, and beneficial owners of GPMC 1.

16. Glenn Page, Mandy Cox, and Glenn Page's brother Brian Page are the directors, officers, and beneficial owners of OTE USA. Mandy Cox is a resident of Ontario, Canada. Brian Page is a resident of Manitoba, Canada.

17. Through his role as executive officer and director of Original Traders, Glenn Page caused Original Traders to enter into a Supply Agreement with OTE USA. The Supply Agreement was entered into by Glenn Page as President/Owner of OTE and by Brian Page as Vice President/Owner of OTE USA. Glenn Page never sought ratification of the transaction from Original Traders.

18. Through the Supply Agreement, OTE USA sold bulk fuel to Original Traders. The original intent of Miles Hill and I, to which Glenn Page agreed, was that OTE USA would not operate at a profit and would instead operate solely to reduce the amount of excise taxes on fuel purchases that Original Traders had previously paid.

19. Contrary to that original intent, OTE USA operated as a profit center for Glenn Page, Brian Page, and Mandy Cox, where OTE USA added additional charges for taxes and a profit mark-up on all fuel sales to Original Traders. OTE USA charged Original Traders for excise taxes which OTE USA was not even required to pay.

20. Instead of saving Original Traders money, the Supply Agreement has cost Original Traders more money than it otherwise would have paid if the actual agreement that Miles Hill and I approved had been entered.

21. Glenn Page never informed Miles Hill and I regarding the actual ownership of OTE USA, and we did not discover that Original Traders funds and credit had been used to establish OTE USA as an entity owned and operated by Glenn Page for his own benefit until after July 2022.

22. Glenn Page remained the executive in charge of the operations of Original Traders until July 2022, when he abruptly resigned.

23. Following his resignation, Miles Hill and I have uncovered significant evidence of misfeasance related to his operations of Original Traders and its subsidiaries.

24. For one, the improper formation and operation of OTE USA was not discovered until after Glenn Page resigned from his role as president.

25. Beyond the issues with OTE USA and the Supply Agreement, it has also emerged that Glenn Page forged Original Traders financial statements, made millions of dollars of suspicious wire transfers from Original Traders' bank accounts, purchased a seventy-foot yacht for his personal use, appears to have made salary payments to fictitious third parties, and fraudulently created other entities using Original Traders' funds and resources wherein he was a majority owner unbeknownst to and without the consent of Miles Hill and myself.

26. Following the discovery of Glenn Page's misfeasance as president of Original Traders, Original Traders, Miles Hill, and I filed litigation against Glenn Page and his confederates in October 2022. That litigation was filed in the Ontario Supreme Court of Justice Court File No. CV-22-00688572-0000. The lawsuit alleges that Glenn Page, Mandy Cox, Brian Page, and others, including subsidiaries formed by Glenn Page in manners contrary to his representations, wronged and harmed Original Traders, Miles Hill, and I in the amount of tens of millions of dollars.

27. Specifically, the litigation alleges claims for misappropriation of funds, wrongful interference with Original Traders' business relationships, breach of contract and obligation, and breach of fiduciary duty.

28. One of the claims in the litigation filed against Glenn Page and his confederates is that the Supply Agreement was drafted contrary to the actual agreement of the parties and Original Traders' reasonable expectations.

29. In August 2022, Original Traders received notice from the Ontario Ministry of Finance that no payments or remittances had been made by Original Traders 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 and fuel tax by Original Traders since July 2021. Original Traders also received notice that Canadian Federal tax on fuel sold had not been remitted. Original Traders is alleged to be liable for more than $35 million for taxes collected but not remitted to Canadian authorities. These funds are not in the possession of Original Traders or its subsidiaries.

30. Original Traders allegedly owes another $19.4 million to the Canada Border Services Agency.

31. Original Traders does not have the assets to satisfy all of the debts incurred by Glenn Page in Original Traders' name but without Original Traders' consent or knowledge.

32. Accordingly, Original Traders has been forced to file for bankruptcy in Canada in January 2023 as a result of Glenn Page's misconduct, and those proceedings continue today.

33. On February 9, the Superior Court of Ontario declared a "stay" that suspends any legal action currently underway against Original Traders in Canada.

34. On March 15, 2023, the Superior Court of Ontario issued a *Mareva* injunction regarding the seventy-foot yacht purchased by Glenn Page and Mandy Cox and ordered the yacht to be returned to Florida waters.

35. Further, Original Traders' Florida counsel will shortly be bringing a Chapter 15 recognition proceeding in the courts of the State of Florida to recognize the stay order issued by the Canadian court as part of the Original Traders insolvency proceeding.

36. Glenn Page's formation of OTE USA was done without the knowledge or consent of Miles Hill or I, who are the majority owners of Original Traders. If we had been informed of the material facts concerning the formation of OTE USA, we would not have approved of Glenn Page's actions.

37. Miles Hill and I did not know the material terms of the Supply Agreement entered into by Glenn Page on behalf of Original Traders with OTE USA. The terms of the Supply Agreement differ from their understanding of the

agreement that had been reached and Glenn Page misrepresented material facts concerning the Supply Agreement to us.

38. If Miles Hill or I had been informed of the material facts concerning the Supply Agreement, including Glenn Page's conflict of interest, the fraudulent formation of OTE USA, and the profitability of the Supply Agreement for OTE USA, we would not have approved of Original Traders entering the Supply Agreement with OTE USA because it was contrary to the agreement and not fair to the interests of Original Traders.

Pursuant to 28 U.S.C. § 1746, I hereby declare and state under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

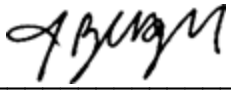
Executed on March 21, 2023

Scott Hill

This is **Exhibit "I"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

STOCK SUBSCRIPTION AGREEMENT

To: Board of Directors
OT ENERGY INC.

I agree to purchase from OT ENERGY INC., a Michigan corporation (the "**Company**"),2,700 shares (the "**Shares**") of the Company's common stock for a total purchase price of Twenty-Seven Thousand and 00/100 United States Dollars ($27,000.00). I give this letter to the Company to encourage the Company to issue the Shares to me.

I am a resident and citizen of the county of Canada and I am purchasing the Shares for my sole account for investment and not for the direct or indirect account or beneficial interest of any other person and not for distribution, assignment, or resale to others. The Company has not offered or sold the Shares to me by the use of any general advertising or general solicitation. I understand that the Company has not registered the sale of the Shares under the Federal Securities Act of 1933, as amended, the Michigan Uniform Securities Act, as amended, or any other applicable state securities laws, in reliance upon exemptions from registration for nonpublic offerings.

I understand and agree that, as a condition to purchasing the Shares, I must enter into a shareholders agreement acceptable to the Company that will contain restrictions on the transfer of the Shares. I will not sell or transfer the Shares unless the sale or transfer is registered, or exempt from registration, under the federal and applicable state securities laws. I also will not sell or transfer the Shares without compliance with reasonable conditions the Company may impose to assure that my sale is exempt under federal and applicable state securities laws and the Company may refuse to transfer the Shares unless the Company is reasonably satisfied that I have complied with the federal and applicable state securities laws and all other restrictions on transferability. I also understand that the Company will place a legend on the certificates representing the Shares, noting these restrictions on transferability.

I have adequate means of providing for my current needs and possible personal contingencies and I have no need for liquidity in this investment. I am able to bear the substantial economic risks of an investment in the Shares for an indefinite period and I could afford a complete loss of the investment. I understand that there will be no public market for the Shares. I, alone or together with my representatives, if any, have sufficient knowledge and experience in financial, tax, and business matters to evaluate the merits and risks of the proposed investment and to make an informed investment decision about the Shares.

I represent to the Company that neither the offer nor issuance of shares pursuant hereto, nor any acts of the Company or myself relating thereto or otherwise relating to the subject matter of this Stock Subscription Agreement will require any registration, notice, license, consent or other action by the Company under, or will constitute a violation of, the laws, rules or regulations of or within either Canada or Ontario, or with respect to either of their respective

agencies, divisions, subdivisions or any other public or quasi-public regulatory authority of or within Canada or Ontario.

The Company has provided me with an opportunity to carefully review the Articles of Incorporation, Bylaws, and the other books and records of the Company and to ask questions and receive answers concerning the Company and this stock offering.

The Company's representatives have not made any oral statements to me that are in any way inconsistent with the written information received by me concerning this stock offering.

I have signed this Stock Subscription Agreement as of the date written below.

SUBSCRIBER:

Effective Date: June 15, 2021

Scott Hill

195019.195019 #21300301-1

OT ENERGY INC.

CONSENT RESOLUTION OF THE DIRECTORS IN LIEU OF FIRST MEETING OF THE BOARD OF DIRECTORS

Pursuant to the provisions of Section 525 of the Michigan Business Corporation Act, the undersigned, being all of the directors ("Directors") of OT ENERGY INC., a Michigan corporation ("Corporation"), without a meeting, without prior notice and without a vote, consent to the following corporate actions effective June 15, 2021:

1. **Bylaws**. The bylaws attached as Exhibit A shall be the bylaws of the Corporation.

2. **Officers**. The following persons shall hold the offices set forth opposite their names until further action of the Directors:

Name	Office
Glenn Page	President
Brian J. Page	Secretary
Nick Capretta	Treasurer

3. **Stock Certificate and Record**. The form of stock certificate and record attached as Exhibit B shall be the stock certificate and record of the Corporation.

4. **Bank Account Resolutions**. The Corporation shall open up a corporate bank account in the State of Michigan and/or in Canada. The president, secretary and treasurer are authorized to sign any and all documents necessary to open the corporate bank account.

5. **Fiscal Year**. The first fiscal year of the corporation shall terminate on December 31, 2020, and thereafter each fiscal year of the corporation shall commence on January 1 and terminate on December 31 of that year.

6. **Issuance of Stock to 2658658 Ontario Inc.** The stock subscription of 2658658 Ontario Inc., an Ontario, Canada corporation, is accepted. The president and secretary of the Corporation are authorized to issue Five Thousand Four Hundred (5,400) shares of the authorized, unissued common stock of the Corporation to 2658658 Ontario Inc., an Ontario, Canada corporation, upon receipt of the amount of cash designated in its stock subscription. The shares shall be issued pursuant to Section 1244 of the Internal Revenue Code. The Stock Certificate representing these shares shall bear the legend set forth on the back of the specimen stock certificate attached as Exhibit B to these resolutions.

7. **Issuance of Stock to 11222074 Canada Ltd.** The stock subscription of 11222074 Canada Ltd., an Ontario, Canada corporation, is accepted. The president and secretary of the Corporation are authorized to issue Nine Hundred (900) shares of the authorized, unissued common stock of the Corporation to 11222074 Canada Ltd., an Ontario, Canada corporation, upon receipt of the amount of cash designated in its stock subscription. The shares shall be issued pursuant to Section 1244 of the Internal Revenue Code. The Stock Certificate representing these shares shall bear the legend set forth on the back of the specimen stock certificate attached as Exhibit B to these resolutions.

8. **Issuance of Stock to Scott Hill.** The stock subscription of Scott Hill, is accepted. The president and secretary of the Corporation are authorized to issue Two Thousand Seven Hundred (2,700) shares of the authorized, unissued common stock of the Corporation to Scott Hill, upon receipt of the amount of cash designated in its stock subscription. The shares shall be issued pursuant to Section 1244 of the Internal Revenue Code. The Stock Certificate representing these shares shall bear the legend set forth on the back of the specimen stock certificate attached as Exhibit B to these resolutions.

9. **Authorization.** The officers are authorized to sign (when necessary) and deliver the documents referred to in these resolutions and to perform all other acts and obligations contemplated in the documents.

Glenn Page

Scott Hill

Brian Page

195019.195019 #21302048-1

Exhibit A

BYLAWS
OF
OT ENERGY INC.

ARTICLE I
OFFICES

1.01 Principal Office

The principal office of the corporation shall be at such place within the State of Michigan as the board of directors shall determine from time to time.

1.02 Other Offices

The corporation also may have offices at such other places as the board of directors from time to time determines or the business of the corporation requires.

ARTICLE II
SEAL

2.01 Seal

The corporation may have a seal in the form that the board of directors may from time to time determine. The seal may be used by causing it or a facsimile to be impressed, affixed, or reproduced.

ARTICLE III
CAPITAL STOCK

3.01 Issuance of Shares

The shares of capital stock of the corporation shall be issued in the amounts, at the times, for the consideration, and on the terms and conditions that the board shall deem advisable, subject to the articles of incorporation and any requirements of the laws of the State of Michigan.

3.02 Certificates for Shares

The shares shall be represented by certificates in such form that may be approved by the board of directors and that may be required by Michigan laws. Certificates shall be signed by the chairperson of the board, president, or a vice president, and also may be signed by the treasurer, assistant treasurer, secretary, or assistant secretary.

3.03 Transfer of Shares

The shares of the capital stock of the corporation are transferable only on the books of the corporation upon surrender of the certificate for the shares, properly endorsed for transfer, and the presentation of the evidences of ownership and validity of the assignment that the corporation may require.

3.04 Registered Shareholders

The corporation shall be entitled to treat the person in whose name any share of stock is registered as the owner of it for purposes of dividends and other distributions or for any recapitalization, merger, reorganization, sale of assets, or liquidation and for the purpose of notices to shareholders and for all other purposes whatever, and shall not be bound to recognize any equitable or other claim to or interest in the shares by any other person, whether or not the corporation shall have notice of it, save as expressly required by the laws of the State of Michigan.

3.05 Lost or Destroyed Certificates

On the presentation to the corporation of a proper affidavit attesting to the loss, destruction, or mutilation of any certificate or certificates for shares of stock of the corporation, the board of directors shall direct the issuance of a new certificate or certificates to replace the certificates so alleged to be lost, destroyed, or mutilated. The board of directors may require as a condition precedent to the issuance of new certificates a bond or agreement of indemnity, in the form and amount and with the sureties or without sureties, as the board of directors may direct or approve.

ARTICLE IV
SHAREHOLDERS AND MEETINGS OF SHAREHOLDERS

4.01 Place of Meetings

All meetings of shareholders shall be held at the principal office of the corporation or at any other place that shall be determined by the board of directors and stated in the notice of meeting.

4.02 Annual Meeting

The annual meeting of the shareholders of the corporation shall be held on the last Wednesday of the third calendar month after the end of the corporation's fiscal year. Directors shall be elected at each annual meeting and such other business transacted as may come before the meeting.

4.03 Special Meetings

Special meetings of shareholders may be called by the board of directors, the chairman of the board (if such office is filled), or the president and shall be called by the president or secretary at the written request of shareholders holding a majority of the outstanding shares of stock of the corporation and entitled to vote. The request shall state the purpose or purposes for which the meeting is to be called.

4.04 Notice of Meetings

Except as otherwise provided by statute, written notice of the time, place, and purposes of a shareholders meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each shareholder of record entitled to vote at the meeting, either personally, by mailing the notice to his last address as it appears on the books of the corporation, or, if authorized by the board of directors, by a form of electronic transmission to which the shareholder has consented, to each shareholder of record entitled to vote at the meeting. For the purposes of these bylaws, "**electronic transmission**" means any form of communication that does not directly involve the physical transmission of paper, that creates a record that may be retained and retrieved by the recipient and that may be reproduced in paper form by the recipient through an automated process. If, as authorized by the board of directors, a shareholder or proxy holder may be present and vote at the meeting by remote communication, the means of remote communication allowed shall be specified in the notice of the meeting. Notice of the purposes of the meeting shall include notice of any shareholder proposals that are proper subjects for shareholder action and are intended to be presented by shareholders who have notified the corporation in writing of their intention to present the proposals at the meeting in accordance with these bylaws. No notice need be given of an adjourned meeting of the shareholders provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and at the adjourned meeting the only business to be transacted is business that might have been transacted at the original meeting. However, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to notice on the new record date as provided in this bylaw.

4.05 Record Dates

The board of directors may fix in advance a record date for the purpose of determining shareholders entitled to notice of and to vote at a meeting of shareholders or an adjournment of the meeting, or to express consent to or to dissent from a proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of a dividend or allotment of a right, or for the purpose of any other action. The date fixed shall not be more than 60 nor less than 10 days before the date of the meeting, nor more than 60 days before any other action. In such case, only the shareholders that shall be shareholders of record on the date so fixed shall be entitled to notice of and to vote at the meeting or meeting adjournment, or to express consent to or to dissent from the proposal, to receive payment of the dividend, to receive the allotment of rights, or to participate in any other action, notwithstanding any transfer of any stock on the

books of the corporation, after any such record date. Nothing in this bylaw shall affect the rights of a shareholder and his transferee or transferor as between themselves.

4.06 List of Shareholders

The secretary of the corporation or the agent of the corporation having charge of the stock transfer records for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders meeting or any adjournment of it. The list shall be arranged alphabetically within each class and series and shall include the address of, and the number of shares held by, each shareholder; shall be produced at the time and place of the meeting; shall be subject to inspection by any shareholder during the whole time of the meeting; and shall be prima facie evidence of which shareholders are entitled to examine the list or vote at the meeting.

4.07 Quorum

Unless a greater or lesser quorum is required in the articles of incorporation or by the laws of the State of Michigan, the shareholders present at a meeting in person or by proxy who, as of the record date for the meeting, were holders of a majority of the outstanding shares of the corporation entitled to vote at the meeting, shall constitute a quorum at the meeting. Whether or not a quorum is present, a meeting of shareholders may be adjourned by a vote of the shares present in person or by proxy. When the holders of a class or series of shares are entitled to vote separately on an item of business, this bylaw applies in determining the presence of a quorum of the class or series for transaction of such item of business.

4.08 Proxies

A shareholder entitled to vote at a shareholders meeting or to express consent or to dissent without a meeting may authorize other persons to act for the shareholder by proxy. A proxy shall be signed by the shareholder or the shareholder's authorized agent or representative and shall not be valid after the expiration of three years from its date unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the shareholder executing it except as otherwise provided by the laws of the State of Michigan. A copy, facsimile telecommunication, or other reliable reproduction of the writing or transmission created pursuant to this Section 4.08 may be substituted or used in lieu of the original writing or transmission for any purpose for which the original writing or transmission could be used, if the copy, facsimile telecommunication, or other reproduction is a complete reproduction of the entire original writing or transmission.

4.09 Business Transacted

The business effectively transacted at a shareholder meeting shall be confined to the following:

(a) any matter specified in the notice or reasonably related to a matter specified in the notice; and

(b) any matter (i) the consideration of which is not objected to by any shareholder attending the meeting, and (ii) notice of which is waived by all shareholders not attending the meeting.

4.10 Voting

Each outstanding share is entitled to one vote on each matter submitted to a vote, unless otherwise provided in the articles of incorporation. Votes may be cast orally or in writing, but if more than 25 shareholders of record are entitled to vote, then votes shall be cast in writing signed by the shareholder or the shareholder's proxy. When an action, other than the election of directors, is to be taken by a vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote on it, unless a greater vote is required by the articles of incorporation or by the laws of the State of Michigan. Except as otherwise provided by the articles of incorporation, directors shall be elected by a plurality of the votes cast at any election.

4.11 Participation in Meeting by Remote Communication

A shareholder may participate in a shareholder meeting by a conference telephone or by other means of remote communication through which all persons participating in the meeting may communicate with the other participants, if (a) the board of directors authorizes such participation; (b) all participants are advised of the means of remote communication and the names of the participants in the meeting; (c) the corporation implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a shareholder or proxy holder; (d) the corporation implements reasonable measures to provide each shareholder and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (e) if any shareholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the corporation. Such participation in a meeting constitutes presence in person at the meeting.

4.12 Electronic Meeting

Unless otherwise restricted by the articles of incorporation or these bylaws, the board of directors may hold a meeting of shareholders solely by means of remote communication if the requirements of Section 4.11 of these bylaws are met.

ARTICLE V
DIRECTORS

5.01 Number

The business and affairs of the corporation shall be managed by a board of directors consisting of three directors; but the number of directors on the board may be changed from time to time by the amendment of these bylaws. The director need not be a resident of Michigan or a shareholder of the corporation.

5.02 Election, Resignation, and Removal

Directors shall be elected at each annual shareholders meeting; each director shall hold office until the next annual shareholders meeting and until the director's successor is elected and qualified, or until the director's resignation or removal. A director may resign by written notice to the corporation. The resignation is effective on its receipt by the corporation or at a subsequent time as set forth in the notice of resignation. A director or the entire board of directors may be removed, with or without cause, by vote of the holders of a majority of the shares entitled to vote at an election of directors.

5.03 Vacancies

Vacancies in the board of directors occurring by reason of death, resignation, removal, increase in the number of directors, or otherwise shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors, unless filled by proper action of the shareholders of the corporation. Each person so elected shall be a director for a term of office continuing only until the next election of directors by the shareholders.

5.04 Annual Meeting

The board of directors shall meet each year immediately after the annual meeting of the shareholders, or within three days of such time, excluding Sundays and legal holidays, if the later time is deemed advisable, at the place where the meeting of the shareholders has been held or any other place that the board may determine, for the purpose of electing officers and considering such business that may properly be brought before the meeting. If less than a majority of the directors appear for an annual meeting of the board of directors, the holding of the annual meeting shall not be required and the matters that might have been taken up in it may be taken up at any later special or annual meeting, or by consent resolution.

5.05 Regular and Special Meetings

Regular meetings of the board of directors may be held at the times and places that the majority of the directors may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of all the directors. Special meetings of the board may be called by the chairman of the board (if the office is filled) or the president, and shall be called by the president or secretary on the written request of any two directors.

5.06 Notices

Except as otherwise provided by these bylaws, notice of the date, time, place and purpose or purposes of each meeting of the board of directors shall be given to each director by either of the following methods:

(a) by mailing a written notice of the meeting to the address that the director designates or, in the absence of designation, to the last known address of the director, at least five days before the date of the meeting; or

(b) by delivering a written notice of the meeting to the director at least three full business days before the meeting, personally or by a form of electronic transmission to which the director has consented, to the director's last known office or home.

5.07 **Electronic Participation in Meeting**

A member of the board of directors or of a committee of the board may participate in a meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with each other. Such participation in a meeting constitutes presence in person at the meeting. A director must be permitted to participate in a meeting by such means if the director so requests.

5.08 **Quorum and Required Vote**

A majority of the board of directors then in office, or of the members of a board committee, constitutes a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which there is a quorum constitutes the action of the board or of the committee, except when a larger vote may be required by the laws of the State of Michigan. A member of the board or of a committee designated by the board may participate in a meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting in this manner constitutes presence in person at the meeting.

5.09 **Dissents**

A director who is present at a meeting of the board of directors, or a board committee of which the director is a member, at which action on a corporate matter is taken is presumed to have concurred in that action unless the director's dissent is entered in the minutes of the meeting or unless the director files a written dissent to the action with the person acting as secretary of the meeting before the adjournment of it or forwards the dissent by registered mail to the secretary of the corporation promptly after the adjournment of the meeting. The right to dissent does not apply to a director who voted in favor of the action. A director who is absent from a meeting of the board, or a board committee of which the director is a member, at which any such action is taken is presumed to have concurred in the action unless he files a written dissent with the secretary of the corporation within a reasonable time after the director has knowledge of the action.

5.10 Compensation

The board of directors, by affirmative vote of a majority of directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation of directors for services to the corporation as directors or officers.

5.11 Executive and Other Committees

The board of directors may, by resolution passed by a majority of the whole board, appoint three or more members of the board as an executive committee to exercise all powers and authorities of the board in managing the business and affairs of the corporation, except that the committee shall not have power or authority to (1) amend the articles of incorporation; (2) adopt an agreement of merger or consolidation; (3) recommend to shareholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets; (4) recommend to shareholders a dissolution of the corporation or revocation of a dissolution; (5) amend these bylaws; (6) fill vacancies in the board; (7) fix the compensation of the directors for serving on the board or on a committee; or (8) declare a dividend or authorize the issuance of stock, unless expressly authorized by the board.

The board of directors from time to time may, by like resolution, appoint any other committees of one or more directors to have the authority that shall be specified by the board in the resolution making the appointments. The board of directors may designate one or more directors as alternate members of any committee to replace an absent or disqualified member at any committee meeting.

ARTICLE VI
NOTICES, WAIVERS OF NOTICE, AND MANNER OF ACTING

6.01 Notices

Except as otherwise provided in these bylaws, all notices of meetings required to be given to shareholders, directors, or any committee of directors may be given by mail, facsimile, electronic transmission, telecopy, telegram, radiogram, or cablegram to any shareholder, director, or committee member at his last address as it appears on the books of the corporation. The notice shall be deemed to be given at the time it is mailed or otherwise dispatched.

6.02 Waiver of Notice

Notice of the time, place, and purpose of any meeting of shareholders, directors, or committee of directors may be waived by mail, facsimile, electronic transmission, telecopy, telegram, radiogram, cablegram, or other writing, either before or after the meeting, or in any other manner that may be permitted by the laws of the State of Michigan. Attendance of a person at any shareholders meeting, in person or by proxy, or at any meeting of directors or of a committee of directors, constitutes a waiver of notice of the meeting except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6.03 Action without a Meeting

Except as may be provided otherwise in the articles of incorporation for action to be taken by shareholders, any action required or permitted at any meeting of shareholders, directors, or committee of directors may be taken without a meeting, without prior notice, and without a vote, if all of the shareholders, directors, or committee members entitled to vote on it consent to it in writing. Any such actions may be taken by a form of electronic transmission. An electronic transmission consenting to an action transmitted by a shareholder or proxy holder, or by a person authorized to act for the shareholder or proxy holder, or by a director or committee member is written, signed, and dated for the purposes of this Section if the electronic transmission is delivered (with return receipt requested) with information from which the corporation can determine that the electronic transmission was transmitted by the shareholder or proxy holder, or by the person authorized to act for the shareholder or proxy holder, or the director or committee member and the date on which the electronic transmission was transmitted. The date on which an electronic transmission is transmitted is the date on which the consent was signed for purposes of this Section. A consent given by electronic transmission is not delivered until it is received by the Secretary or any other designated officer of the corporation (as evidenced by a return receipt) and reproduced in paper form by the corporation.

ARTICLE VII
OFFICERS

7.01 Number

The board of directors shall elect or appoint a president, a secretary, and a treasurer, and may select a chairman of the board and one or more vice presidents, assistant secretaries, or assistant treasurers. The president and chairman of the board, if any, shall be members of the board of directors. Any two or more of the preceding offices may be held by the same person. No officer shall execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law, the articles of incorporation, or these bylaws to be executed, acknowledged, or verified by two or more officers.

7.02 Term of Office, Resignation, and Removal

An officer shall hold office for the term for which he is elected or appointed and until his successor is elected or appointed and qualified, or until his resignation or removal. An officer may resign by written notice to the corporation. The resignation is effective on its receipt by the corporation or at a subsequent time specified in the notice of resignation. An officer may be removed by the board with or without cause. The removal of an officer shall be without prejudice to his contract rights, if any. The election or appointment of an officer does not of itself create contract rights.

7.03 Vacancies

The board of directors may fill any vacancies in any office occurring for whatever reason.

7.04 **Authority**

All officers, employees, and agents of the corporation shall have the authority and perform the duties to conduct and manage the business and affairs of the corporation that may be designated by the board of directors and these bylaws.

ARTICLE VIII
DUTIES OF OFFICERS

8.01 **Chairman of the Board**

The chairman of the board, if the office is filled, shall preside at all meetings of the shareholders and of the board of directors at which the chairman is present.

8.02 **President**

The president shall be the chief executive officer of the corporation. The president shall see that all orders and resolutions of the board are carried into effect, and the president shall have the general powers of supervision and management usually vested in the chief executive officer of a corporation, including the authority to vote all securities of other corporation and business organizations held by the corporation. In the absence or disability of the chairman of the board, or if that office has not been filled, the president also shall perform the duties of the chairman of the board as set forth in these bylaws.

8.03 **Vice Presidents**

The vice presidents, in order of their seniority, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform any other duties that the board of directors or the president may from time to time prescribe.

8.04 **Secretary**

The secretary shall attend all meetings of the board of directors and shareholders and shall record all votes and minutes of all proceedings in a book to be kept for that purpose, shall give or cause to be given notice of all meetings of the shareholders and the board of directors, and shall keep in safe custody the seal of the corporation and, when authorized by the board, affix it to any instrument requiring it, and when so affixed it shall be attested to by the signature of the secretary, or by the signature of the treasurer or an assistant secretary. The secretary may delegate any of the duties, powers, and authorities of the secretary to one or more assistant secretaries, unless the delegation is disapproved by the board.

8.05 **Treasurer**

The treasurer shall have the custody of the corporate funds and securities; shall keep full and accurate accounts of receipts and disbursements in the books of the corporation; and shall

deposit all moneys and other valuable effects in the name and to the credit of the corporation in the depositories that may be designated by the board of directors. The treasurer shall render to the president and directors, whenever they may require it, an account of his transactions as treasurer and of the financial condition of the corporation. The treasurer may delegate any of his duties, powers, and authorities to one or more assistant treasurers unless the delegation is disapproved by the board of directors.

8.06 Assistant Secretaries and Treasurers

The assistant secretaries, in order of their seniority, shall perform the duties and exercise the powers and authorities of the secretary in case of the secretary's absence or disability. The assistant treasurers, in the order of their seniority, shall perform the duties and exercise the powers and authorities of the treasurer in case of the treasurer's absence or disability. The assistant secretaries and assistant treasurers shall also perform the duties that may be delegated to them by the secretary and treasurer, respectively, and also the duties that the board of directors may prescribe.

ARTICLE IX
SPECIAL CORPORATE ACTS

9.01 Orders for Payment of Money

All checks, drafts, notes, bonds, bills of exchange, and orders for payment of money of the corporation shall be signed by the officer or officers or any other person or persons that the board of directors may from time to time designate.

9.02 Contracts and Conveyances

The board of directors of the corporation may in any instance designate the officer and/or agent who shall have authority to execute any contract, conveyance, mortgage, or other instrument on behalf of the corporation, or may ratify or confirm any execution. When the execution of any instrument has been authorized without specification of the executing officers or agents, the chairman of the board, the president or any vice president, and the secretary, assistant secretary, treasurer, or assistant treasurer, may execute the instrument in the name and on behalf of this corporation and may affix the corporate seal to it.

ARTICLE X
BOOKS AND RECORDS

10.01 Maintenance of Books and Records

The proper officers and agents of the corporation shall keep and maintain the books, records, and accounts of the corporation's business and affairs, minutes of the proceedings of its shareholders, board, and committees, if any, and the stock ledgers and lists of shareholders, as the board of directors shall deem advisable and as shall be required by the laws of the State of Michigan and other states or jurisdictions empowered to impose such requirements. Books,

records, and minutes may be kept within or without the State of Michigan in a place that the board shall determine.

10.02 **Reliance on Books and Records**

In discharging his duties, a director or an officer of the corporation, when acting in good faith, may rely on the opinion of counsel for the corporation, on the report of an independent appraiser selected with reasonable care by the board, or on financial statements of the corporation represented to him to be correct by the president or the officer of the corporation having charge of its books of account, or stated in a written report by an independent public or certified public accountant or firm of the accountants to reflect fairly the financial condition of the corporation.

ARTICLE XI
AMENDMENTS

11.01 **Amendments**

The bylaws of the corporation may be amended, altered, or repealed, in whole or in part, by the shareholders or by the board of directors at any meeting duly held in accordance with these bylaws, provided that notice of the meeting includes notice of the proposed amendment, alteration, or repeal.

195019.195019 #21295809-1

Exhibit B

Certificate No. XX

For XX Shares of

Common Stock

Issued to

_____xx_____

Dated _____

* * *

FROM WHOM TRANSFERRED

Dated _____

NO. ORIGINAL CERTIFICATE	NO. ORIGINAL SHARES	NO. OF SHARES TRANSFERRED

Received CERTIFICATE NO. XX
For XX Shares of Common Stock
this ___ day of _____, 20___.

By:_____

16729949

Common Stock

SPECIMAN

OT ENERGY INC.

Certificate
** XX **

Shares
** XX **

INCORPORATED UNDER THE LAWS OF THE STATE OF MICHIGAN

This is to Certify, that _____XX_____, is the owner of ___XX___ (250) fully paid and non-assessable shares of Common Stock, no par value, of

OT ENERGY INC.

transferable only by the holder in person or by duly authorized attorney, upon surrender of this certificate properly endorsed.

The Corporation will furnish to a shareholder upon request and without charge a full statement of the designation, relative rights, preferences and limitations of the shares of each class of capital stock of the Corporation authorized for issuance, as well as the designation, relative rights, preferences and limitations of each series of any class of capital stock so far as the same may have been prescribed and the authority of the board to designate and prescribe the relative rights, preferences and limitations of other series. The shares represented hereby are issued and shall be subject to all the provisions of the Articles of Incorporation and Bylaws of the Corporation, and all amendments thereto, to all of which the holder by acceptance hereof assents.

WITNESS the signatures of its duly authorized officers.

Dated _____

_____ _____

The shares of stock represented by this certificate are intended to qualify as "section 1244 stock" under section 1244 of the Internal Revenue Code.

The shares represented by this certificate have not been registered under federal and state securities laws, and may not be sold or transferred without compliance with such laws.

FOR VALUE RECEIVED, _____

hereby sell(s), assign(s), and transfer(s) unto _____

_____

the shares of the stock represented by this Certificate, and hereby irrevocably constitute(s) and appoint(s) _____

or the president, vice president, secretary, or treasurer of the Corporation, with full power of substitution for this purpose, and any such designee or successor, as this shareholder's attorney-in-fact to transfer the these shares on the books of the Corporation and for that purpose to undertake all necessary acts of assignment and transfer of the shares.

Dated _____, 20___.

_____
(Signature)

_____
(Printed or typed name)

_____
(Title or representative capacity, if any)

_____
(Signature)

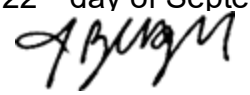
_____
(Printed or typed name)

_____
(Title or representative capacity, if any)

This is **Exhibit "J"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023



A Commissioner for Taking Affidavits

Nick Capretta

From: Glenn Page <glenn.page@originaltradersenergy.com>
Sent: December 13, 2020 7:26 AM
To: 'Miles Hill'
Cc: 'scott. hill'; Nick Capretta; Brian de Nobriga
Subject: RE: Next Stages of Ouur Growth Strategy

Ok …. Will connect with you Monday.
I have already committed to use one particular lawyer as he understands the oil and gas sector.

Glenn Page
President
Original Traders Energy LP
Phone: 519-512-2245
Cell: 905-334-2008
www.originaltradersenergy.com

From: Miles Hill <miles77x@gmail.com>
Sent: December 12, 2020 6:10 PM
To: Glenn Page <glenn.page@originaltradersenergy.com>
Cc: scott. hill <scott.hill@originaltradersenergy.com>; Nick Capretta <ncapretta@claybar.ca>; Brian de Nobriga <bdenobriga@claybar.ca>
Subject: Re: Next Stages of Ouur Growth Strategy

Glenn

meet with you next week
I have ideas as I am set up in the US already an know good peoples an lawyers

Thanks

Miles

On Sat, Dec 12, 2020 at 2:33 PM Glenn Page <glenn.page@originaltradersenergy.com> wrote:

> Gentlemen
>
> I am pleased to write to you with some great news.

As of yesterday we are officially a customer of Marathon Oil and as of February 1st we will be a Gold Wholesale Client with our own CBOB and Diesel tank and an exclusive loading agreement at their Romulus Loading rack. This brings with it a positive reduction in our raw material costs (TBD in the next week the exact amount per liter).

However to truly get us to the lowest cost we need to setup a US based buying and exporting company. We have to buy and then sell to OTE LP. There will be some small up charge to avoid the IRS.

I have retained a lawyer who is familiar with the Permits and Licensing process as well as an Consulting/Accounting firm (UHY) who also have supported what we are ding in the past for clients.

What I need is to define ownership of the USA company.

I have been cautioned about assigning ownership to individuals as the Canadian and US governments share tax information. Which leads to taxation in both countries … Yes they can do this.

So let me know if you want to be named on the corporation or not …. The plan is to hire a US Citizen as our single employee and they will manage the logistics and paperwork plus source other refineries, we will make as little as possible in the US but we do have to make a small profit to avoid the IRS assigning tax value for a thing they call Assigned Transfer Pricing Adjustment… that's were the IRS says you avoided taxes and charge you with tax evasion and penalties then assign you a tax bill!!

We do not want OTE LP to be an owner as it is a partnership of individuals and that is treated as individual ownership.

I will sign on using one of my holding companies. Let me know your wishes by mid next week.

Thanks

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: 905-334-2008

www.originaltradersenergy.com

This is **Exhibit "K"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

From: Max Starnino
Sent: Friday, September 1, 2023 3:08 PM
To: Steven L. Graff (sgraff@airdberlis.com); sahnir@bennettjones.com
Cc: Joseph Berger; mjilesen@litigate.com; Jonathan Chen; Jessica Orkin; Natai Shelsen; Michelle Jackson
Subject: 4966314_2 [IWOV-PRiManage.FID390548]
Attachments: 4966314_2.pdf

Please see attached.

Massimo (Max) Starnino
Partner
Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West
35th Floor
Toronto, Ontario M5V 3H1
Direct: 416.646.7431
Mobile: 416.559.6834
max.starnino@paliareroland.com

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Paliare Roland

Massimo (Max) Starnino
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

max.starnino@paliareroland.com
T. 416.646.7431 / F. 416.646.4301

File # 101295

September 1, 2023

VIA EMAIL

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON
M5J 2T9

Attention: Steven Graff

Lawyers for Original Traders Energy LTD. and **2496750 Ontario Inc.**

BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON
M5X 1A4

Attention: Raj. S. Sahni

Counsel for the Monitor

Dear Counsel:

Re: Original Traders Energy Ltd et al.; Court File No. CV-23-00693758-00CL

We are writing with respect to the referenced proceedings. As you know, we are lawyers for OTE USA LLC ("**OTE USA**"), a creditor (perhaps the largest creditor) in the proceedings.

It is has been suggested to us that Scott Hill has been taking steps to transition the business of Original Traders Energy LP and OTE Logistics LP businesses to Parkland Corporation and to Joseph Haulage Canada Corp., respectively, as of September 15, 2023, or thereabouts.

We are not aware of any authorization for Mr. Hills' conduct. To the contrary, paragraph 5 of the Initial Order of Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023 (the "**Initial Order**"), directs Original Traders Energy Ltd., OTE Logistics LP, and Original Traders Energy LP (collectively the "**OTE Group**") to 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, and to continue to carry on business in a manner consistent with the preservation of their business and Property.

Accordingly, we are writing to seek your confirmation that the OTE Group is complying and will continue to comply with paragraph 5 of the Initial Order, and to seek your advice as to the steps that

are being taking to preserve value of the businesses for the creditors in these proceedings, including OTE USA. In this regard, I note that, without necessarily agreeing that a divestiture or liquidation represents the most favourable outcome for stakeholders, OTE USA is aware of a number of third parties who may be interested in bidding for or buying the property, assets and undertakings of Original Traders Energy LP and/or OTE Logistics LP as going concerns, including as a stalking horse bidder.

Yours very truly,

Paliare Roland Rosenberg Rothstein LLP

Massimo (Max) Starnino
MS:JB

c. J. Berger
M. Jilesen and J. Chen
J. Orkin and N. Shelsen
client

From: Raj Sahni <SahniR@bennettjones.com>
Sent: Friday, September 8, 2023 4:54 PM
To: Max Starnino; Monique Jilesen
Cc: sgraff@airdberlis.com; Joseph Berger; Jonathan Chen; Natai Shelsen; Jessica Orkin; mhenderson@airdberlis.com; Tamie Dolny; Paul van Eyk (pvaneyk@kpmg.ca); Lau, Duncan
Subject: RE: Original Traders Energy Ltd et al.
Attachments: 4966314_2 [IWOV-PRiManage.FID390548]; Original Traders Energy Ltd et al.

Dear Counsel,

We write in response to your letters of September 1/23 (from Mr. Starnino) and September 7/23 (from Ms Jilesen). The Monitor informs us that it is not aware of any transfer of the ownership of business or assets of the OTE Group in contravention of paragraph 5 of the Initial Order. In addition, the Monitor has spoken with Mr. Scott Hill and we have corresponded with counsel for the OTE Group to ensure that the OTE Group's management are aware that any such transfer of ownership outside of the ordinary course of business is not permitted without authorization of the Court.

The Monitor is preparing a report to the Court to update on the status of the OTE Group's operations and expects to file that report and serve it on the service list prior to the end of September.

Raj Sahni
***Partner*,* Bennett Jones LLP**
***Denotes Professional Corporation**
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 4804 | F. 416 863 1716 | M. 416 618 4804
E. sahnir@bennettjones.com
BennettJones.com

Alanna Perkins

Legal Assistant to Monique Jilesen, Chris Yung and Samantha Hargreaves

T 416-865-9500 Ext. 316

F 416-865-9010
aperkins@litigate.com

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Canada M5H 3P5
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This is **Exhibit "L"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Paliare Roland

Massimo (Max) Starnino
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

max.starnino@paliareroland.com
T. 416.646.7431 / F. 416.646.4301

File # 101295

September 15, 2023

BY EMAIL

Parkland Corporation
240 – 4th Ave S.W. Suite 1800
Calgary, AB
T2P 4H4

Attn: Ian White, President Parkland Canada
ian.white@parkland.ca

Tariq Remtulla, Senior Vice President General Counsel
tariq.remtulla@parkland.ca

Dear Sirs:

Re: Original Traders Energy Ltd et al.; Ontario Superior Court File No. CV-23-00693758-00CL (the "CCAA Proceedings")

We are lawyers for OTE USA LLC ("**OTE USA**"), a creditor in the referenced CCAA Proceedings, and we are writing with respect thereto. OTE USA wishes to put you on notice that it has been led to understand that Parkland's employees and/or representatives are (or have been) engaged in discussions with representatives of Original Traders Energy LP ("**OTE LP**"), in respect of the transition of OTE LP's fuel distribution business to Parkland. We are further advised by the Monitor's counsel in the CCAA Proceedings that the Monitor is not aware of such dealings with Parkland.

If the discussions described above have taken place, such conduct by OTE LP and/or its representatives and by Parkland would be in breach of paragraph 5 of the Initial Order made in the Proceedings by Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023, (the "**Initial Order**"), which directs OTE LP, and its general partner Original Traders Energy Ltd., among others, to 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, and to continue to carry on business in a manner consistent with the preservation of their business and Property (as defined therein). As such, the conduct would be actionable as an unlawful conspiracy.

Accordingly, we require that Parkland cease and desist in all such activity, and that you immediately

undertake an investigation into such conduct and take all steps necessary to preserve all documents (as defined in Rule 30.01(1)(a) of the Ontario *Rules of Civil Procedure*) in respect of Parkland's dealings in respect of OTE LP, Scott Hill or Miles Hill, including, without limiting the foregoing, any recorded information in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases, and including, without limitation, steps to:

(a) ensure that 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 relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and

(c) ensure that relevant documents remain accessible.

To be clear, OTE USA's preference is not to engage in litigation with Parkland (though it is prepared to do so where necessary, to protect its interests, and OTE USA is not necessarily opposed to a sale of OTE LP's assets and undertakings to Parkland. However, such a transaction should be conducted for the benefit of creditors, in accordance with the terms of the Initial Order, and as part of a transparent and competitive process approved by future court order and conducted under the supervision of the Monitor.

Please confirm your receipt of this letter, and that Parkland and its employees and representatives will cease any and all interference in respect of the undertakings of OTE LP, including, without limitation, any operations, distribution services, and invoicing of OTE LP's customers, and will preserve information, as indicated above, pending further direction from the court and an investigation into the conduct of Scott Hill.

Yours very truly,
Paliare Roland Rosenberg Rothstein LLP

Massimo (Max) Starnino
MS:JB

c. J. Berger
R. Sahni (Bennett Jones, Lawyers for KPMG as Monitor)
S. Graff (Aird Berlis, Lawyers for OTE LP)
M. Jilesen and J. Chen (Lenczner Slaght, Lawyers for Glenn Page and 2658658 Ontario Inc.)

J. Orkin and N. Shelsen (Goldblatt Partners, Lawyers for Mandy Cox and others)
J,. Smith (Goldman Sloan, Lawyers for Brian Page and 11222074 Canada Ltd.)
client

This is **Exhibit "M"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Paliare Roland

Massimo (Max) Starnino
Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

max.starnino@paliareroland.com
T. 416.646.7431 / F. 416.646.4301

File # 101295

September 15, 2023

BY EMAIL

Joseph Haulage Canada Corporation
590 South Service Road
Stoney Creek, ON
L8E 2W1

Attn: Geoff Joseph – President
gjoseph@josephhaulage.com

Dear Sirs:

Re: Original Traders Energy Ltd et al.; Court File No. CV-23-00693758-00CL (the "CCAA Proceedings")

We are lawyers for OTE USA LLC ("**OTE USA**"), a creditor in the referenced CCAA Proceedings, and we are writing with respect thereto, to put you on notice that OTE USA has been led to understand that Joseph Haulage Canada Corporation ("**JHCC**") is (or has been) engaged in discussions with representatives of OTE Logistics LP ("**Logistics LP**"), in respect of the transition of the business of Logistics LP, including, without limitation, its drivers and capital equipment, to JHCC. We are further advised by counsel to the Monitor in the CCAA Proceedings that the Monitor is not aware of such dealings with JHCC.

If the discussions or transactions described above have taken place, such conduct by Logistics LP and/or its representatives and by JHCC would be in breach of paragraph 5 the Initial Order made in the CCAA Proceedings by Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023, (the "**Initial Order**"), which directs Logistics LP and its general partner, among others, to 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, and to continue to carry on business in a manner consistent with the preservation of their business and Property (as defined therein). As such, the conduct would be actionable as an unlawful conspiracy.

Accordingly, we require that JHCC cease and desist in all such activity, and that you immediately undertake an investigation and take all steps necessary to preserve all documents (as defined in Rule 30.01(1)(a) of the Ontario *Rules of Civil Procedure*) in respect of JHCC's dealings in respect of Logistics LP, Scott Hill or Miles Hill, including, without limiting the foregoing, any recorded information

in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases, and including, without limitation, steps to:

(a) ensure that 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 relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and

(c) ensure that relevant documents remain accessible.

To be clear, OTE USA's preference is not to engage in litigation with JHCC, though it is prepared to do so where necessary to protect its interests.

Please confirm your receipt of this letter, and that JHCC and its employees and representatives will cease all interference in respect of the undertakings of Logistics LP, including, without limitation, servicing Logistics LP's customers, and will preserve information, as indicated above, pending further direction from the court, including, without limitation, in respect of an investigation into the conduct of Scott Hill.

Paliare Roland Rosenberg Rothstein LLP

Massimo (Max) Starnino
MS:JB

c. J. Berger
R. Sahni (Bennett Jones, Lawyers for KPMG as Monitor)
S. Graff (Aird Berlis, Lawyers for OTE LP)
M. Jilesen and J. Chen (Lenczner Slaght, Lawyers for Glenn Page and 2658658 Ontario Inc.)
J. Orkin and N. Shelsen (Goldblatt Partners, Lawyers for Mandy Cox and others)
J,. Smith (Goldman Sloan, Lawyers for Brian Page and 11222074 Canada Ltd.)
client

This is **Exhibit "N"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

大成 DENTONS

Michael Beeforth
Partner

michael.beeforth@dentons.com
D +1 416 367 6779

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

dentons.com

September 21, 2023

Sent via Email (*max.starnino@paliareroland.com*)

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1

Attention: Massimo (Max) Starnino

Dear Mr. Starnino:

Re: In the Matter of Original Traders Energy Ltd. ("OTE LP")
Court File No. CV-23-00693758-00CL (the "CCAA Proceedings")

We act for Parkland Corporation ("Parkland"), and have been provided with a copy of your letter dated September 15, 2023 to Messrs. White and Remtulla. Please direct any future correspondence on this matter to our attention.

As a continuing fuel supplier to OTE LP, Parkland is well aware of the ongoing CCAA Proceedings and of the terms set out in the Initial Order made in those proceedings, including the requirement that OTE LP remain in possession and control of its assets, undertakings and properties. Parkland has and will continue to abide by its obligations under the Initial Order and any subsequent orders made by the court.

In this context, your client's understanding that Parkland has engaged in discussions with OTE LP regarding the transition of its fuel distribution business to Parkland is inaccurate, and the unnamed source of this understanding is mistaken. As noted above, Parkland and OTE LP have an ongoing supply relationship and frequently engage in discussions regarding OTE LP's fuel supply needs. In the course of those discussions, Scott Hill represented that there was a possibility that OTE LP's business could be transitioned to a new entity as part of the CCAA Proceedings, and asked whether, in the event such a transition occurred, Parkland would be able to continue supplying fuel to OTE LP's successor. Mr. Hill also inquired as to whether it would be possible for Parkland to supply fuel directly to OTE LP's customers over a short period if required in connection with such a transition. Parkland replied that if a new entity was formed to take over OTE LP's business, Parkland would at that time need to internally consider the possibility of a new fuel supply relationship before commencing any discussions with OTE LP's successor. These preliminary discussions with Mr. Hill were not advanced any further, and Parkland has not taken any steps to evaluate the possibility raised by Mr. Hill (as there is nothing for Parkland to evaluate presently). There were no discussions about Parkland purchasing any assets of OTE LP or taking over any portion of its fuel distribution business. As such, there is nothing for Parkland to cease and desist.

If the Monitor and the OTE Group determine that a sale or transition process of some or all of OTE LP's business is in the best interests of its creditors, Parkland will consider at that time whether to participate in such a process. In the interim, Parkland will continue supplying fuel to OTE LP in accordance with the terms of the Initial Order.

Fernanda Lopes & Associados ► Guevara & Gutierrez ► Paz Horowitz Abogados ► Sirote ► Adepetun Caxton-Martins Agbor & Segun ► Davis Brown ► East African Law Chambers ► Eric Silwamba, Jalasi and Linyama ► Durham Jones & Pinegar ► LEAD Advogados ► Rattagan Macchiavello Arocena ► Jiménez de Aréchaga, Viana & Brause ► Lee International ► Kensington Swan ► Bingham Greenebaum ► Cohen & Grigsby ► Sayarh & Menjra ► For more information on the firms that have come together to form Dentons, go to dentons.com/legacyfirms

Finally, while unnecessary in our view, we confirm that Parkland will take reasonable steps to preserve documents regarding its dealings with representatives of OTE LP from the date of the Initial Order forward. Parkland is prepared to produce any such documents if ordered to do so by the court. We trust this is satisfactory.

Yours truly,
Dentons Canada LLP

Michael Beeforth
Partner

cc: R. Sahni, Bennett Jones LLP (counsel to KPMG as Monitor)
S. Graff, Aird Berlis (counsel to OTE LP)
M. Jilesen and J. Chen, Lenczner Slaght (counsel to Glenn Page and 2658658 Ontario Inc.)
J. Orkin and N. Shelsen, Goldblatt Partners (counsel to Mandy Cox and others)
J. Smith, Goldman Sloan (counsel to Brian Page and 11222074 Canada Ltd.)

This is **Exhibit "O"** referred to in

the Affidavit of Brian Page

sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Brian Page

From: Brian Page
Sent: July 29, 2022 3:57 PM
To: Miles Hill; Scott Hill
Cc: Glenn Page
Subject: Fwd: OTE - ACH's
Attachments: image001.png; ACH Gen7- Vendors 07-29-22 - Detail.pdf; ACH Gen7- Drivers 07-29-22 - Detail.pdf; ACH Gen7- Vendors 07-29-22 - Bill pay WSIB.pdf

Good Afternoon Guys
Attached are the payment files setup to move from the Logistics RBC account direct to the Accounts of the Vendors with Invoices due.
Given that the profiles in RBC for Glenn and myself have been deleted I will leave the approval of the ACH's and Bill Payments to you.
Any questions please contact Glenn or myself.
Brian

Sent from my iPhone

Begin forwarded message:

> **From:** Kim Fredericks <Kim@gen7fuel.com>
> **Date:** July 29, 2022 at 1:51:16 PM EDT
> **To:** Brian Page <brian.page@otelogistics.ca>
> **Cc:** Glenn Page <Glenn@gpmcholdings.ca>
> **Subject: OTE - ACH's**
>
> Hi Brian/Glenn,
>
> The OTE payables are now set up in RBC for your approval, please note there is one bill pay (Important WSIB) and one manual Chq for Deluxe.
>
> **Brian:** I have left two chq's on your desk for signature, they are al ready to go in the mail if you can please give them to Julie when you are done as I'm away next week on Holidays.
>
> Back up is attached.
>
> Thank you,
>
> **Kim Frederiks**
> Accounting Supervisor
>
> Direct: 289-812-4537
> Main: 289-812-4537 ext.108
> Fax: 289-294-0527
>
> **Gen7 Fuel**
> gen7fuel.com

Payment File Content

Kim Federick, GEN7 FUEL MANAGEMENT
Report Creation Date: Jul 29, 2022 at 01:46:16 PM ET

Client Number:	**4059120000 - PDS CAD - GEN7 FUEL**	Destination Country:	**Canada**
Amount Range:	From **225.54** To **84,646.49**		
Payment Group(s):	**Vendors**	Status:	**All**
Environment:	**Live**		

Printer Friendly Version Export

Status: **Valid**

Customer Number	Customer Name	Destination Currency	Payment Number	Amount	Details
11222074	11222074 CANADA LTD.	CAD	00	5,000.00	View Details
2745384 ONT INC	GPMC Management Services	CAD	00	7,900.00	View Details
CARRIER CENTRES	Carrier Truck Centre Inc	CAD	00	29,267.07	View Details
CCF	Canada Clean Fuels Inc	CAD	00	58,301.73	View Details
CD EXCAVATING	CD Excavating	CAD	01	10,355.12	View Details
HAROLD MARCUS	Harold Marcus Ltd	CAD	00	19,161.86	View Details
JOSEPH HAULAGE	Joseph Haulage Canada Corp.	CAD	00	84,646.49	View Details
KST	Kevin Smart Trucking	CAD	00	14,769.68	View Details
MOLSON TIRE	Molson Tire	CAD	00	1,852.16	View Details
OK TIRE	St George Tire Inc.	CAD	00	225.54	View Details
ONTARIO HOSE	Ontario Hose Specialties Ltd	CAD	00	2,960.32	View Details
OTE	Original Traders Energy	CAD	00	6,698.04	View Details
REID BROS	Reid Bros. Truck Service Inc	CAD	00	3,121.13	View Details
RUSH TRUCK	Rush Truck Centres	CAD	00	4,243.59	View Details
UCC	Upper Canada Carriers	CAD	00	2,796.58	View Details
WESTCAN	Westcan Bulk Transport	CAD	00	11,796.59	View Details
Number of Payments: **16**			Total:	**263,095.90**	

Printer Friendly Version Export

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Payment File Content

Kim Federick, GEN7 FUEL MANAGEMENT
Report Creation Date: Jul 29, 2022 at 01:44:18 PM ET

Client Number:	**4059120000 - PDS CAD - GEN7 FUEL**	Destination Country:	**Canada**
Amount Range:	From **157.49** To **157.49**		
Payment Group(s):	**Gen7 Fuel Drivers**	Status:	**All**
Environment:	**Live**		

Printer Friendly Version Export

Status: **Valid**

Customer Number	Customer Name	Destination Currency	Payment Number	Amount	Details
JUSTIN MOSES	Justin Moses	CAD	01	157.49	View Details
Number of Payments: **1**			Total:	**157.49**	

Printer Friendly Version Export

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RBC Express

Help | Resource Centre | Kim Federick Sign Out

Alerts | GEN7 FUEL MANAGEMENT

Home | Balances, Statements & Reports Payments, Transfers & Deposits Administration Other Online Services

Bill Payments
- Summary
- Pay a Bill
- Modify
- Release
- Recall
- Import
- Recurring Bill Payments
  - Create
  - Modify
  - Listing
- Reports
  - Bill Payment Activity
  - Pending Approval
  - Recurring Bill Payments
  - Corporate Creditors List
  - Approval Rules
  - Import Status
- Set up Corporate Creditors

Bill Payments - Pay a Bill

Bill Payment successfully created, pending approval.

Fields marked as "" are Required Fields*

View cut-off time schedule

*** Debit Account :** -- Select an Account --

*** Corporate Creditor :** -- Select a Corporate Creditor --

*** Amount :**

*** Payment Date: (mm/dd/yy)** 07/29/22

Continue Reset

Feedback

Bill Payment(s) created by Kim Federick in this session:

	Corporate Creditor	Debit Account	Payment Date	Amount	Status
1	WSIB-7799138	00003-01144-1008705-CAD-GEN7 FUEL MANAGEMENT	Jul 29, 2022	40,902.28	Pending Approval

Brian Page

From: Brian Page
Sent: August 3, 2022 11:01 PM
To: Miles Hill; Glenn Page; 'Scott Hill'
Subject: May 2022 and June 2022 Financial Statements OTE Logistics
Attachments: June 2022 Income Statement.pdf

Attached please find the May and June 2022 F/S for Logistics.
Changes and oversight (despite the political and personal issues) have led to improved business performance and bottom line results.
Just to go over some areas:

- Revenue month over month was down sequentially due to 5 Billing Cycles in May vs. 4 Billing Cycles in June.
- Use of Third Party Carriers was steady at 42% of Revenue for both months. There needs to be additional focus on the reduction or efficient use of outside Carriers. A reduction of 5% in outside Carrier use will drive almost $48,000 of profit to our bottom line per month. We still have surplus company owned Tractors and Tankers not being fully utilized.
- Truck Repairs were up 30% month over month. That is something the new Maintenance Manager needs to be aware of. She has been in the seat for more than a month and the numbers are not encouraging.
- Truck Supplies were up 136% month over month. Rob Lowes may be over buying, or maybe the Maintenance Manager is not looking very closely at this but at $15K per month it seems to me to be far too high.
- Computer and Internet is high due to the purchase of additional XRS Tablets for new and existing tractors.

Year to date profit has improved from a **$36,000 loss** to April 30th to an **$895,000 profit** to June 30th. I expect July 2022 profits to be in line with or better than May 2022 results.
Please reach out to me if you require any additional detail on these Financial Statements.
I am certainly aware of the various issues at play in the current circumstances, however I have a fiduciary obligation to report the results and canvass the Partners to determine if a Dividend is warranted.
Regards,

Brian J. Page
President
A-1110 Highway 54
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Direct Line: (289) 787-0340
O: (519) 512-2245
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OTE LOGISTICS

OTE Logistic LP
Profit and Loss - Detail (in CAD)

	Month Ended 06/30/2022	Month Ended 05/31/2022
Revenue		
Revenue - Services		
40700 - Freight revenue	1,739,226.74	2,075,309.67
40800 - Fuel surcharge	540,203.83	480,949.05
Total Revenue - Services	2,279,430.57	2,556,258.72
Total Revenue	2,279,430.57	2,556,258.72
Cost of Revenue		
Cost of Products Revenue		
50250 - COGS - Fuel cost to operations	246,324.77	262,017.32
52900 - COGS - Accidents & Claims Expense	1,260.00	0.00
52950 - COGS - Driver Expenses	0.00	1,492.73
Total Cost of Products Revenue	247,584.77	263,510.05
Cost of Services Revenue		
50750 - COGS - Driver cost	269.99	0.00
50800 - COGS - Wages and benefits	309,849.38	378,771.27
51150 - COGS - Licence costs	11,054.98	7,952.24
51200 - COGS - Travel Expense	0.00	2.01
51250 - COGS - Tractor & Trailer Leases:Rentals	56,038.22	49,111.71
51300 - COGS - Purchased Transportation:Delivery Charge	659,375.46	763,329.37
51350 - COGS - Purchased Transportation:Demurrage	10,450.00	7,799.81
51400 - COGS - Purchased Transportation:FSC	288,521.72	305,800.89
51500 - COGS - Truck Maintenance:Inspections	5,132.35	0.00
51525 - COGS - Truck fuel cost	6,237.55	0.00
51550 - COGS - Truck Maintenance:Truck Repairs	31,328.46	24,278.06
51600 - COGS - Truck Maintenance:Truck Supplies	14,933.45	6,320.37
51650 - COGS - Travel Expenses for Drivers	125.00	1,520.03
51700 - COGS - Trailer Maintenance: Inspections	7,156.82	652.77
51800 - COGS - Trailer Maintenance: Trailer Repairs	16,027.76	28,622.08
51850 - COGS - Trailer Maintenance: Trailer Wrap	0.00	3,708.00
51875 - COGS - Driver Payroll Costs:Insurance	5,444.65	6,064.76
53000 - COGS - Driver Expenses: Uniforms	0.00	587.08
Total Cost of Services Revenue	1,421,945.79	1,584,520.45
Total Cost of Revenue	1,669,530.56	1,848,030.50
Gross Profit	609,900.01	708,228.22
Operating Expenses		
General and Administrative Expenses		
Business Licenses and Permits		
55600 - Permits & Licenses	0.00	9,417.72
Total Business Licenses and Permits	0.00	9,417.72
Education		
56050 - Training Expense	3,561.23	0.00
Total Education	3,561.23	0.00
Finance Charges		
55700 - Interest Expense	18,423.07	17,975.23
Total Finance Charges	18,423.07	17,975.23
Travel, Meals and Entertainment		
Travel Expenses		
55550 - Travel Expense	1,832.32	1,388.25
Total Travel Expenses	1,832.32	1,388.25
Total Travel, Meals and Entertainment	1,832.32	1,388.25

OTE Logistic LP
Profit and Loss - Detail (in CAD)

	Month Ended 06/30/2022	Month Ended 05/31/2022
Office Supplies		
54650 - Office Supplies	454.01	38.98
Total Office Supplies	454.01	38.98
Total General and Administrative Expenses	24,270.63	28,820.18
Marketing and Advertising Expenses		
Telecommunication		
54750 - Telephone Expenses	383.00	1,026.00
54800 - Computer and Internet Expenses	5,227.93	786.50
Total Telecommunication	5,610.93	1,812.50
Total Marketing and Advertising Expenses	5,610.93	1,812.50
Payroll and Related Expenses		
Salary and Wages		
53500 - Payroll cost	344.80	417.36
53650 - WSIB	17,061.69	23,840.59
Total Salary and Wages	17,406.49	24,257.95
Total Payroll and Related Expense	17,406.49	24,257.95
Utilities and Facilities		
Equipment Rental		
56300 - Leases	32,211.35	36,451.00
Total Equipment Rental	32,211.35	36,451.00
Total Utilities and Facilities	32,211.35	36,451.00
Operating and Maintenance Expenses		
Credit Card and Other Service Charges		
55000 - Bank charges	327.65	262.05
Total Credit Card and Other Service Charges	327.65	262.05
Professional Services		
54350 - Other professional expense	59,500.00	56,600.00
Total Professional Services	59,500.00	56,600.00
Other Operating Expense		
56650 - Safety and Training	0.00	1,192.97
56800 - Head office charge	5,050.00	5,050.00
Total Other Operating Expense	5,050.00	6,242.97
Total Operating and Maintenance Expenses	64,877.65	63,105.02
Taxes and Insurance		
Insurance		
55150 - Insurance	44,196.15	44,196.15
Total Insurance	44,196.15	44,196.15
Total Taxes and Insurance	44,196.15	44,196.15
Total Operating Expenses	188,573.20	198,642.80
Net Income (Loss)	**$ 421,326.81**	**$ 509,585.42**

Brian Page

From: Brian Page
Sent: August 4, 2022 10:54 AM
To: Miles Hill; 'Scott Hill'
Cc: Glenn Page
Subject: Equipment Payments and Insurance Payment

Miles/Scott
On Tuesday August 2nd approximately $77,394.92 in Payments for Equipment such as Tractors, Pumper Units and Tankers were to be debited from the RBC Bank Account for Logistics.
Yesterday, a payment of $44,196.15 to keep the company's Insurance in good standing was to be debited from the RBC Bank Account for Logistics.
Please confirm if these debits came out as I am just starting to receive emails and a phone call from one Lender (Canadian Western Bank) who is claiming their PAD was rejected.
Obviously we do not want to see this escalate to the point where a Bailiff is engaged to take possession of certain equipment but it is a possibility if payments are not restored.
Also if our Insurance is cancelled we cannot operate on Ontario roads.
There would have been more than $1,000,000 in the Bank as of Tuesday August 2nd based on my calculations.
Please confirm if these amounts came out of our account.
Thank you,

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

Brian Page

From: Brian Page
Sent: August 5, 2022 11:46 AM
To: 'Scott Hill'
Cc: Glenn Page; Miles Hill
Subject: Outstanding Payables for Logistics Unit as at July 27th 2022
Attachments: OTE Logistics -GEN7 AP July 31st 2022.xls

Good Morning Scott,
Attached please find the outstanding AP Listing for the Logistics Business.
I am beginning to receive calls from Vendors and Lenders regarding payment arrangements for these outstanding Invoices.
I trust you will be making arrangements for payment, as neither Glenn nor I have access to the Bank Account at RBC.
Regards,

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

Company Name: DTE Logistic LP
Report Name: Supplier Aging Report (CAD - Exchange As Of 07/27/2022)
As of Date: 07/27/2022
Created On: 07/27/2022
Location: P010--OTE Logistic LP

Based on: Bill Date | As of Date: 07/27/2022

Vendor ID	Vendor Name	Bill	GL Posting Date	Bill Date	Due Date	Txn Currency	Txn amount	Days aged	0-30	31-60	61-90	91-	Total
V00129	11222074 Canada Ltd	SH 2020-10T	01/01/2021	01/01/2021	01/01/2021	CAD	3,000.00	572	0	0	0	3,000.00	**3,000.00**
		SH 2020-11T	01/01/2021	01/01/2021	01/01/2021	CAD	6,000.00	572	0	0	0	6,000.00	**6,000.00**
		SH 2020-12T	01/01/2021	01/01/2021	01/01/2021	CAD	6,000.00	572	0	0	0	6,000.00	**6,000.00**
Total for V00129									**0.00**	**0.00**	**0.00**	**15,000.00**	**15,000.00**
V00131	Alliance Fleet Solutions Inc.	40230	06/23/2022	06/23/2022	06/23/2022	CAD	1,261.71	34	0	1,261.71	0	0	**1,261.71**
Total for V00131									**0.00**	**1,261.71**	**0.00**	**0.00**	**1,261.71**
V00135	Bearpaw Services - Formerly C.D. Excavating &	669	07/14/2022	04/27/2022	05/27/2022	CAD	763	91	0	0	0	763	**763**
		670	07/14/2022	04/27/2022	05/27/2022	CAD	775	91	0	0	0	775	**775**
		665	07/14/2022	04/28/2022	05/28/2022	CAD	563.94	90	0	0	563.94	0	**563.94**
		668	07/14/2022	04/29/2022	05/29/2022	CAD	1,080.00	89	0	0	1,080.00	0	**1,080.00**
		671	07/14/2022	05/03/2022	06/02/2022	CAD	990.73	85	0	0	990.73	0	**990.73**
		673	07/14/2022	05/03/2022	06/02/2022	CAD	36	85	0	0	36	0	**36**
		677	07/14/2022	05/05/2022	06/04/2022	CAD	704.98	83	0	0	704.98	0	**704.98**
		679	07/14/2022	06/06/2022	07/06/2022	CAD	486.83	51	0	486.83	0	0	**486.83**
		688	07/14/2022	06/09/2022	07/09/2022	CAD	1,429.00	48	0	1,429.00	0	0	**1,429.00**
		692	07/14/2022	06/15/2022	07/15/2022	CAD	1,022.00	42	0	1,022.00	0	0	**1,022.00**
		691	07/14/2022	06/15/2022	07/15/2022	CAD	572	42	0	572	0	0	**572**
		693	07/14/2022	06/20/2022	07/20/2022	CAD	135	37	0	135	0	0	**135**
		706	07/14/2022	07/06/2022	08/05/2022	CAD	431.84	21	431.84	0	0	0	**431.84**
		709	07/13/2022	07/13/2022	08/12/2022	CAD	1,055.96	14	1,055.96	0	0	0	**1,055.96**
		710	07/13/2022	07/13/2022	08/12/2022	CAD	308.84	14	308.84	0	0	0	**308.84**
		713	07/18/2022	07/18/2022	08/17/2022	CAD	221	9	221	0	0	0	**221**
		716	07/20/2022	07/20/2022	08/19/2022	CAD	70	7	70	0	0	0	**70**
		719	07/26/2022	07/22/2022	08/21/2022	CAD	370.2	5	370.2	0	0	0	**370.2**
		720	07/25/2022	07/25/2022	08/24/2022	CAD	74.77	2	74.77	0	0	0	**74.77**
		722	07/26/2022	07/26/2022	08/25/2022	CAD	1,077.09	1	1,077.09	0	0	0	**1,077.09**
		721	07/26/2022	07/26/2022	08/25/2022	CAD	75	1	75	0	0	0	**75**
Total for V00135									**3,684.70**	**3,644.83**	**3,375.65**	**1,538.00**	**12,243.18**
V00133	Brian Page	SH 2020-9	01/01/2021	01/01/2021	01/01/2021	CAD	9,000.00	572	0	0	0	9,000.00	**9,000.00**
		Debit	01/01/2021	01/01/2021	01/01/2021	CAD	-5,000.00	572	0	0	0	-5,000.00	**-5,000.00**
		22-Feb	02/28/2022	02/28/2022	03/30/2022	CAD	12,000.00	149	0	0	0	12,000.00	**12,000.00**
		22-Mar	03/31/2022	03/31/2022	04/30/2022	CAD	12,000.00	118	0	0	0	12,000.00	**12,000.00**
		22-Apr	04/30/2022	04/30/2022	05/30/2022	CAD	12,000.00	88	0	0	12,000.00	0	**12,000.00**
			05/31/2022	05/31/2022	06/30/2022	CAD	12,000.00	57	0	12,000.00	0	0	**12,000.00**
			06/30/2022	06/30/2022	07/30/2022	CAD	12,000.00	27	12,000.00	0	0	0	**12,000.00**
Total for V00133									**12,000.00**	**12,000.00**	**12,000.00**	**28,000.00**	**64,000.00**
V00136	Canada Clean Fuels	IN303858	06/22/2022	06/22/2022	07/22/2022	CAD	3,616.86	35	0	3,616.86	0	0	**3,616.86**
		IN303859	06/22/2022	06/22/2022	07/22/2022	CAD	1,171.60	35	0	1,171.60	0	0	**1,171.60**
		IN304081	06/22/2022	06/22/2022	07/22/2022	CAD	1,053.08	35	0	1,053.08	0	0	**1,053.08**
		IN304080	06/22/2022	06/22/2022	07/22/2022	CAD	5,229.14	35	0	5,229.14	0	0	**5,229.14**
		IN3051741	06/22/2022	06/22/2022	07/22/2022	CAD	1,817.24	35	0	1,817.24	0	0	**1,817.24**
		INV000006485	06/23/2022	06/23/2022	07/23/2022	CAD	1,200.00	34	0	1,200.00	0	0	**1,200.00**
		IN304082	06/23/2022	06/23/2022	07/23/2022	CAD	673.56	34	0	673.56	0	0	**673.56**
		IN305173	06/23/2022	06/23/2022	07/23/2022	CAD	1,173.60	34	0	1,173.60	0	0	**1,173.60**
		IN305038	06/23/2022	06/23/2022	07/23/2022	CAD	1,173.70	34	0	1,173.70	0	0	**1,173.70**
		IN305039	06/23/2022	06/23/2022	07/23/2022	CAD	5,266.41	34	0	5,266.41	0	0	**5,266.41**
		IN305172	06/23/2022	06/23/2022	07/23/2022	CAD	4,256.30	34	0	4,256.30	0	0	**4,256.30**
		IN305040	06/24/2022	06/24/2022	07/24/2022	CAD	1,810.94	33	0	1,810.94	0	0	**1,810.94**

IN305041	06/24/2022	06/24/2022	07/24/2022	CAD	3,426.51	33	0	3,426.51	0	0	**3,426.51**
IN305175	06/24/2022	06/24/2022	07/24/2022	CAD	1,174.43	33	0	1,174.43	0	0	**1,174.43**
IN305174	06/24/2022	06/24/2022	07/24/2022	CAD	1,794.65	33	0	1,794.65	0	0	**1,794.65**
IN305042	06/25/2022	06/25/2022	07/25/2022	CAD	773.02	32	0	773.02	0	0	**773.02**
IN305043	06/25/2022	06/25/2022	07/25/2022	CAD	3,602.47	32	0	3,602.47	0	0	**3,602.47**
IN305045	06/26/2022	06/26/2022	07/26/2022	CAD	562.3	31	0	562.3	0	0	**562.3**
IN305044	06/26/2022	06/26/2022	07/26/2022	CAD	6,995.54	31	0	6,995.54	0	0	**6,995.54**
IN305046	06/27/2022	06/27/2022	07/27/2022	CAD	5,417.11	30	5,417.11	0	0	0	**5,417.11**
IN305050	06/27/2022	06/27/2022	07/27/2022	CAD	1,762.35	30	1,762.35	0	0	0	**1,762.35**
IN305051	06/27/2022	06/27/2022	07/27/2022	CAD	724.23	30	724.23	0	0	0	**724.23**
IN305289	06/27/2022	06/27/2022	07/27/2022	CAD	1,809.56	30	1,809.56	0	0	0	**1,809.56**
IN305568	06/27/2022	06/27/2022	07/27/2022	CAD	1,817.13	30	1,817.13	0	0	0	**1,817.13**
IN306019	07/05/2022	06/27/2022	07/27/2022	CAD	714.55	30	714.55	0	0	0	**714.55**
IN304201	06/28/2022	06/28/2022	07/28/2022	CAD	654.21	29	654.21	0	0	0	**654.21**
INV000006492	06/28/2022	06/28/2022	07/28/2022	CAD	1,750.00	29	1,750.00	0	0	0	**1,750.00**
IN305052	06/28/2022	06/28/2022	07/28/2022	CAD	516.66	29	516.66	0	0	0	**516.66**
IN305569	06/28/2022	06/28/2022	07/28/2022	CAD	9,029.87	29	9,029.87	0	0	0	**9,029.87**
IN305570	06/28/2022	06/28/2022	07/28/2022	CAD	1,172.65	29	1,172.65	0	0	0	**1,172.65**
IN306020	07/05/2022	06/28/2022	07/28/2022	CAD	637.12	29	637.12	0	0	0	**637.12**
IN306191	07/05/2022	06/28/2022	07/28/2022	CAD	1,777.93	29	1,777.93	0	0	0	**1,777.93**
IN306190	07/05/2022	06/28/2022	07/28/2022	CAD	2,317.12	29	2,317.12	0	0	0	**2,317.12**
IN305176	06/29/2022	06/29/2022	07/29/2022	CAD	562.89	28	562.89	0	0	0	**562.89**
IN305571	06/29/2022	06/29/2022	07/29/2022	CAD	1,797.51	28	1,797.51	0	0	0	**1,797.51**
IN306022	07/05/2022	06/29/2022	07/29/2022	CAD	624.06	28	624.06	0	0	0	**624.06**
IN306021	07/05/2022	06/29/2022	07/29/2022	CAD	7,906.68	28	7,906.68	0	0	0	**7,906.68**
IN306024	07/05/2022	06/30/2022	07/30/2022	CAD	802.98	27	802.98	0	0	0	**802.98**
IN306023	07/05/2022	06/30/2022	07/30/2022	CAD	7,200.94	27	7,200.94	0	0	0	**7,200.94**
IN306192	07/05/2022	06/30/2022	07/30/2022	CAD	1,791.90	27	1,791.90	0	0	0	**1,791.90**
IN306193	07/05/2022	06/30/2022	07/30/2022	CAD	591.54	27	591.54	0	0	0	**591.54**
IN306194	07/05/2022	07/01/2022	07/31/2022	CAD	1,770.00	26	1,770.00	0	0	0	**1,770.00**
IN306492	07/06/2022	07/01/2022	07/31/2022	CAD	806.36	26	806.36	0	0	0	**806.36**
IN306434	07/06/2022	07/01/2022	07/31/2022	CAD	5,605.09	26	5,605.09	0	0	0	**5,605.09**
IN306669	07/07/2022	07/01/2022	07/31/2022	CAD	1,393.85	26	1,393.85	0	0	0	**1,393.85**
IN306640	07/07/2022	07/01/2022	07/31/2022	CAD	673.61	26	673.61	0	0	0	**673.61**
IN306668	07/07/2022	07/01/2022	07/31/2022	CAD	562.29	26	562.29	0	0	0	**562.29**
IN306670	07/07/2022	07/01/2022	07/31/2022	CAD	654.98	26	654.98	0	0	0	**654.98**
IN306852	07/07/2022	07/01/2022	07/31/2022	CAD	1,840.96	26	1,840.96	0	0	0	**1,840.96**
IN307081	07/08/2022	07/01/2022	07/31/2022	CAD	850.72	26	850.72	0	0	0	**850.72**
IN307082	07/08/2022	07/01/2022	07/31/2022	CAD	367.96	26	367.96	0	0	0	**367.96**
IN307740	07/12/2022	07/01/2022	07/31/2022	CAD	266.5	26	266.5	0	0	0	**266.5**
IN306435	07/06/2022	07/02/2022	08/01/2022	CAD	7,457.74	25	7,457.74	0	0	0	**7,457.74**
IN306493	07/06/2022	07/02/2022	08/01/2022	CAD	1,196.33	25	1,196.33	0	0	0	**1,196.33**
IN307083	07/08/2022	07/02/2022	08/01/2022	CAD	1,850.19	25	1,850.19	0	0	0	**1,850.19**
IN306436	07/06/2022	07/03/2022	08/02/2022	CAD	13,040.24	24	13,040.24	0	0	0	**13,040.24**
IN306671	07/07/2022	07/03/2022	08/02/2022	CAD	500.81	24	500.81	0	0	0	**500.81**
IN306890	07/08/2022	07/03/2022	08/02/2022	CAD	1,172.27	24	1,172.27	0	0	0	**1,172.27**
IN306494	07/06/2022	07/04/2022	08/03/2022	CAD	1,847.08	23	1,847.08	0	0	0	**1,847.08**
IN306437	07/06/2022	07/04/2022	08/03/2022	CAD	9,364.60	23	9,364.60	0	0	0	**9,364.60**
IN306853	07/08/2022	07/04/2022	08/03/2022	CAD	2,358.82	23	2,358.82	0	0	0	**2,358.82**
IN306854	07/08/2022	07/04/2022	08/03/2022	CAD	535.61	23	535.61	0	0	0	**535.61**
IN307086	07/08/2022	07/05/2022	08/04/2022	CAD	629.66	22	629.66	0	0	0	**629.66**
IN307087	07/08/2022	07/05/2022	08/04/2022	CAD	541.01	22	541.01	0	0	0	**541.01**
IN307084	07/08/2022	07/05/2022	08/04/2022	CAD	1,751.87	22	1,751.87	0	0	0	**1,751.87**
IN307085	07/08/2022	07/05/2022	08/04/2022	CAD	11,830.19	22	11,830.19	0	0	0	**11,830.19**
IN306998	07/08/2022	07/05/2022	08/04/2022	CAD	1,158.01	22	1,158.01	0	0	0	**1,158.01**
IN307088	07/08/2022	07/05/2022	08/04/2022	CAD	2,461.49	22	2,461.49	0	0	0	**2,461.49**
IN307089	07/08/2022	07/06/2022	08/05/2022	CAD	1,846.36	21	1,846.36	0	0	0	**1,846.36**
IN307090	07/08/2022	07/06/2022	08/05/2022	CAD	830.69	21	830.69	0	0	0	**830.69**
IN307208	07/12/2022	07/06/2022	08/05/2022	CAD	11,843.15	21	11,843.15	0	0	0	**11,843.15**

IN307209	07/12/2022	07/06/2022	08/05/2022	CAD	2,487.14	21	2,487.14	0	0	0	**2,487.14**
IN308367	07/14/2022	07/06/2022	08/05/2022	CAD	660.71	21	660.71	0	0	0	**660.71**
IN307210	07/12/2022	07/07/2022	08/06/2022	CAD	1,862.00	20	1,862.00	0	0	0	**1,862.00**
IN307865	07/13/2022	07/07/2022	08/06/2022	CAD	760.05	20	760.05	0	0	0	**760.05**
IN307818	07/13/2022	07/07/2022	08/06/2022	CAD	9,352.74	20	9,352.74	0	0	0	**9,352.74**
IN307819	07/13/2022	07/08/2022	08/07/2022	CAD	7,433.34	19	7,433.34	0	0	0	**7,433.34**
INV000006541	07/13/2022	07/08/2022	08/07/2022	CAD	2,966.25	19	2,966.25	0	0	0	**2,966.25**
IN308043	07/13/2022	07/08/2022	08/07/2022	CAD	673.42	19	673.42	0	0	0	**673.42**
IN307866	07/13/2022	07/08/2022	08/07/2022	CAD	1,388.59	19	1,388.59	0	0	0	**1,388.59**
IN308273	07/13/2022	07/08/2022	08/07/2022	CAD	1,868.67	19	1,868.67	0	0	0	**1,868.67**
IN308272	07/13/2022	07/08/2022	08/07/2022	CAD	841.08	19	841.08	0	0	0	**841.08**
IN307820	07/13/2022	07/09/2022	08/08/2022	CAD	1,861.14	18	1,861.14	0	0	0	**1,861.14**
IN308044	07/13/2022	07/09/2022	08/08/2022	CAD	2,024.80	18	2,024.80	0	0	0	**2,024.80**
IN308368	07/14/2022	07/10/2022	08/09/2022	CAD	5,575.01	17	5,575.01	0	0	0	**5,575.01**
IN308517	07/14/2022	07/11/2022	08/10/2022	CAD	1,836.06	16	1,836.06	0	0	0	**1,836.06**
IN308603	07/15/2022	07/11/2022	08/10/2022	CAD	2,360.93	16	2,360.93	0	0	0	**2,360.93**
IN308602	07/15/2022	07/11/2022	08/10/2022	CAD	9,290.03	16	9,290.03	0	0	0	**9,290.03**
IN308604	07/15/2022	07/12/2022	08/11/2022	CAD	1,517.12	15	1,517.12	0	0	0	**1,517.12**
IN308606	07/15/2022	07/12/2022	08/11/2022	CAD	2,368.79	15	2,368.79	0	0	0	**2,368.79**
IN308605	07/15/2022	07/12/2022	08/11/2022	CAD	10,639.00	15	10,639.00	0	0	0	**10,639.00**
IN308707	07/12/2022	07/12/2022	08/11/2022	CAD	1,835.91	15	1,835.91	0	0	0	**1,835.91**
INV000006549	07/13/2022	07/13/2022	08/12/2022	CAD	1,600.00	14	1,600.00	0	0	0	**1,600.00**
IN308607	07/15/2022	07/13/2022	08/12/2022	CAD	5,571.52	14	5,571.52	0	0	0	**5,571.52**
IN308608	07/15/2022	07/14/2022	08/13/2022	CAD	1,848.61	13	1,848.61	0	0	0	**1,848.61**
IN309250	07/18/2022	07/14/2022	08/13/2022	CAD	7,407.98	13	7,407.98	0	0	0	**7,407.98**
IN309251	07/18/2022	07/14/2022	08/13/2022	CAD	628.32	13	628.32	0	0	0	**628.32**
IN309701	07/20/2022	07/14/2022	08/13/2022	CAD	540.21	13	540.21	0	0	0	**540.21**
IN309700	07/20/2022	07/14/2022	08/13/2022	CAD	286	13	286	0	0	0	**286**
IN310336	07/21/2022	07/14/2022	08/13/2022	CAD	1,865.38	13	1,865.38	0	0	0	**1,865.38**
IN309252	07/18/2022	07/15/2022	08/14/2022	CAD	1,847.76	12	1,847.76	0	0	0	**1,847.76**
IN309402	07/19/2022	07/15/2022	08/14/2022	CAD	1,861.85	12	1,861.85	0	0	0	**1,861.85**
IN309475	07/19/2022	07/15/2022	08/14/2022	CAD	7,434.49	12	7,434.49	0	0	0	**7,434.49**
IN310048	07/20/2022	07/15/2022	08/14/2022	CAD	1,173.55	12	1,173.55	0	0	0	**1,173.55**
IN309476	07/19/2022	07/16/2022	08/15/2022	CAD	1,849.63	11	1,849.63	0	0	0	**1,849.63**
IN309866	07/20/2022	07/16/2022	08/15/2022	CAD	759.08	11	759.08	0	0	0	**759.08**
IN309867	07/20/2022	07/16/2022	08/15/2022	CAD	3,716.13	11	3,716.13	0	0	0	**3,716.13**
IN310049	07/20/2022	07/16/2022	08/15/2022	CAD	1,865.38	11	1,865.38	0	0	0	**1,865.38**
IN309869	07/20/2022	07/17/2022	08/16/2022	CAD	535.59	10	535.59	0	0	0	**535.59**
IN309868	07/20/2022	07/17/2022	08/16/2022	CAD	11,118.31	10	11,118.31	0	0	0	**11,118.31**
IN310050	07/20/2022	07/18/2022	08/17/2022	CAD	4,969.62	9	4,969.62	0	0	0	**4,969.62**
IN311582	07/26/2022	07/18/2022	08/17/2022	CAD	660.02	9	660.02	0	0	0	**660.02**
IN310529	07/22/2022	07/19/2022	08/18/2022	CAD	758.34	8	758.34	0	0	0	**758.34**
IN310337	07/22/2022	07/19/2022	08/18/2022	CAD	1,810.82	8	1,810.82	0	0	0	**1,810.82**
IN310526	07/22/2022	07/19/2022	08/18/2022	CAD	7,912.40	8	7,912.40	0	0	0	**7,912.40**
IN310527	07/22/2022	07/19/2022	08/18/2022	CAD	1,844.16	8	1,844.16	0	0	0	**1,844.16**
IN310528	07/26/2022	07/19/2022	08/18/2022	CAD	1,174.67	8	1,174.67	0	0	0	**1,174.67**
IN310530	07/22/2022	07/20/2022	08/19/2022	CAD	1,832.64	7	1,832.64	0	0	0	**1,832.64**
IN310338	07/22/2022	07/20/2022	08/19/2022	CAD	1,809.84	7	1,809.84	0	0	0	**1,809.84**
IN310531	07/22/2022	07/20/2022	08/19/2022	CAD	7,259.86	7	7,259.86	0	0	0	**7,259.86**
IN310754	07/25/2022	07/20/2022	08/19/2022	CAD	3,470.64	7	3,470.64	0	0	0	**3,470.64**
IN310755	07/25/2022	07/20/2022	08/19/2022	CAD	2,482.93	7	2,482.93	0	0	0	**2,482.93**
IN310877	07/25/2022	07/21/2022	08/20/2022	CAD	736.4	6	736.4	0	0	0	**736.4**
IN310757	07/25/2022	07/21/2022	08/20/2022	CAD	1,115.46	6	1,115.46	0	0	0	**1,115.46**
IN310756	07/25/2022	07/21/2022	08/20/2022	CAD	2,405.45	6	2,405.45	0	0	0	**2,405.45**
IN311583	07/26/2022	07/21/2022	08/20/2022	CAD	672.52	6	672.52	0	0	0	**672.52**
IN311258	07/26/2022	07/21/2022	08/20/2022	CAD	812.58	6	812.58	0	0	0	**812.58**
IN311259	07/26/2022	07/21/2022	08/20/2022	CAD	9,062.00	6	9,062.00	0	0	0	**9,062.00**
IN310878	07/25/2022	07/22/2022	08/21/2022	CAD	774.34	5	774.34	0	0	0	**774.34**
IN311584	07/26/2022	07/22/2022	08/21/2022	CAD	623.73	5	623.73	0	0	0	**623.73**

		IN311261	07/26/2022	07/22/2022	08/21/2022	CAD	836.22	5	836.22	0	0	0	**836.22**
		IN311260	07/26/2022	07/22/2022	08/21/2022	CAD	8,828.69	5	8,828.69	0	0	0	**8,828.69**
		IN311656	07/26/2022	07/22/2022	08/21/2022	CAD	693.1	5	693.1	0	0	0	**693.1**
		IN311262	07/26/2022	07/23/2022	08/22/2022	CAD	2,471.70	4	2,471.70	0	0	0	**2,471.70**
		IN311657	07/26/2022	07/23/2022	08/22/2022	CAD	1,815.76	4	1,815.76	0	0	0	**1,815.76**
		IN311658	07/26/2022	07/24/2022	08/23/2022	CAD	3,630.84	3	3,630.84	0	0	0	**3,630.84**
		IN311659	07/26/2022	07/24/2022	08/23/2022	CAD	535.16	3	535.16	0	0	0	**535.16**
Total for V00136									**330,899.89**	**46,771.35**	**0.00**	**0.00**	**377,671.24**
V00137	Carrier Centers	01R101319008	06/29/2022	06/29/2022	07/29/2022	CAD	5,168.24	28	5,168.24	0	0	0	**5,168.24**
		01R101242010	06/29/2022	06/29/2022	07/29/2022	CAD	5,721.98	28	5,721.98	0	0	0	**5,721.98**
		01R101375005	06/29/2022	06/29/2022	07/29/2022	CAD	6,068.51	28	6,068.51	0	0	0	**6,068.51**
		01R101393004	06/29/2022	06/29/2022	07/29/2022	CAD	6,079.37	28	6,079.37	0	0	0	**6,079.37**
		01R101332006	06/29/2022	06/29/2022	07/29/2022	CAD	6,228.97	28	6,228.97	0	0	0	**6,228.97**
		01R101467002	06/29/2022	06/29/2022	07/29/2022	CAD	3,851.79	28	3,851.79	0	0	0	**3,851.79**
		01R101481001	06/29/2022	06/29/2022	07/29/2022	CAD	3,702.42	28	3,702.42	0	0	0	**3,702.42**
		01R101337006	06/29/2022	06/29/2022	07/29/2022	CAD	3,672.40	28	3,672.40	0	0	0	**3,672.40**
		01R101317007	06/29/2022	06/29/2022	07/29/2022	CAD	4,862.12	28	4,862.12	0	0	0	**4,862.12**
		03S334426	06/30/2022	06/30/2022	06/30/2022	CAD	546.84	27	546.84	0	0	0	**546.84**
		01R101337007	07/12/2022	07/12/2022	08/11/2022	CAD	2,087.44	15	2,087.44	0	0	0	**2,087.44**
		01R101481002	07/25/2022	07/25/2022	08/24/2022	CAD	3,660.58	2	3,660.58	0	0	0	**3,660.58**
		01R101317008	07/26/2022	07/26/2022	08/25/2022	CAD	5,250.61	1	5,250.61	0	0	0	**5,250.61**
		01R101467003	07/26/2022	07/26/2022	08/25/2022	CAD	4,747.11	1	4,747.11	0	0	0	**4,747.11**
		10R101242011	07/26/2022	07/26/2022	08/25/2022	CAD	5,473.82	1	5,473.82	0	0	0	**5,473.82**
		01R101319009	07/26/2022	07/26/2022	08/25/2022	CAD	4,600.54	1	4,600.54	0	0	0	**4,600.54**
		01R101332007	07/26/2022	07/26/2022	08/25/2022	CAD	5,326.21	1	5,326.21	0	0	0	**5,326.21**
		01R101375006	07/26/2022	07/26/2022	08/25/2022	CAD	6,037.79	1	6,037.79	0	0	0	**6,037.79**
		01R101393005	07/26/2022	07/26/2022	08/25/2022	CAD	5,206.95	1	5,206.95	0	0	0	**5,206.95**
Total for V00137									**88,293.69**	**0.00**	**0.00**	**0.00**	**88,293.69**
V00139	Complete Truck Repair Inc.	1859	07/19/2022	07/19/2022	07/26/2022	CAD	535.62	8	535.62	0	0	0	**535.62**
Total for V00139									**535.62**	**0.00**	**0.00**	**0.00**	**535.62**
V00200	Deluxe Canada	22206041265	06/16/2022	06/16/2022	07/16/2022	CAD	476.71	41	0	476.71	0	0	**476.71**
Total for V00200									**0.00**	**476.71**	**0.00**	**0.00**	**476.71**
V00233	Dr. Clean Inc.	37638	07/25/2022	07/10/2022	08/09/2022	CAD	298.05	17	298.05	0	0	0	**298.05**
		37569	07/19/2022	07/15/2022	08/14/2022	CAD	254.25	12	254.25	0	0	0	**254.25**
Total for V00233									**552.30**	**0.00**	**0.00**	**0.00**	**552.30**
V00205	Eriks Industrial Services LP	SB021171	07/15/2022	07/15/2022	08/14/2022	CAD	138.85	12	138.85	0	0	0	**138.85**
Total for V00205									**138.85**	**0.00**	**0.00**	**0.00**	**138.85**
V00142	Fleet Master Sales Inc	F22-114	07/04/2022	07/04/2022	07/04/2022	CAD	5,000.00	23	5,000.00	0	0	0	**5,000.00**
Total for V00142									**5,000.00**	**0.00**	**0.00**	**0.00**	**5,000.00**
V00206	Gair's Mobile Truck & Trailer Inc.	375	07/17/2022	07/17/2022	08/16/2022	CAD	299.45	10	299.45	0	0	0	**299.45**
Total for V00206									**299.45**	**0.00**	**0.00**	**0.00**	**299.45**
V00143	Glenn Page	HST License 5 Axle	01/01/2021	01/01/2021	01/01/2021	CAD	6,832.00	572	0	0	0	6,832.00	**6,832.00**
		SH 2020-10	01/01/2021	01/01/2021	01/01/2021	CAD	6,000.00	572	0	0	0	6,000.00	**6,000.00**
			01/01/2021	01/01/2021	01/01/2021	CAD	2,674.41	572	0	0	0	2,674.41	**2,674.41**
		SH 2020-11	01/01/2021	01/01/2021	01/01/2021	CAD	18,000.00	572	0	0	0	18,000.00	**18,000.00**
		SH 2020-12	01/01/2021	01/01/2021	01/01/2021	CAD	18,000.00	572	0	0	0	18,000.00	**18,000.00**
			03/03/2021	03/03/2021	04/02/2021	CAD	7,500.00	511	0	0	0	7,500.00	**7,500.00**
			04/03/2021	04/03/2021	05/03/2021	CAD	7,500.00	480	0	0	0	7,500.00	**7,500.00**
			05/03/2021	05/03/2021	06/02/2021	CAD	7,500.00	450	0	0	0	7,500.00	**7,500.00**

			06/03/2021	06/03/2021	07/03/2021	CAD	7,500.00	419	0	0	0	7,500.00	**7,500.00**
			07/03/2021	07/03/2021	08/02/2021	CAD	7,500.00	389	0	0	0	7,500.00	**7,500.00**
			08/03/2021	08/03/2021	09/02/2021	CAD	7,500.00	358	0	0	0	7,500.00	**7,500.00**
			09/03/2021	09/03/2021	10/03/2021	CAD	7,500.00	327	0	0	0	7,500.00	**7,500.00**
			10/03/2021	10/03/2021	11/02/2021	CAD	7,500.00	297	0	0	0	7,500.00	**7,500.00**
			11/03/2021	11/03/2021	12/03/2021	CAD	7,500.00	266	0	0	0	7,500.00	**7,500.00**
			12/03/2021	12/03/2021	01/02/2022	CAD	7,500.00	236	0	0	0	7,500.00	**7,500.00**
			01/03/2022	01/03/2022	02/02/2022	CAD	7,500.00	205	0	0	0	7,500.00	**7,500.00**
			02/03/2022	02/03/2022	03/05/2022	CAD	7,500.00	174	0	0	0	7,500.00	**7,500.00**
			03/03/2022	03/03/2022	04/02/2022	CAD	7,500.00	146	0	0	0	7,500.00	**7,500.00**
			04/03/2022	04/03/2022	05/03/2022	CAD	7,500.00	115	0	0	0	7,500.00	**7,500.00**
			05/02/2022	05/02/2022	06/01/2022	CAD	7,500.00	86	0	0	7,500.00	0	**7,500.00**
			06/01/2022	06/01/2022	07/01/2022	CAD	7,500.00	56	0	7,500.00	0	0	**7,500.00**
			07/01/2022	07/01/2022	07/31/2022	CAD	7,500.00	26	7,500.00	0	0	0	**7,500.00**
Total for V00143									**7,500.00**	**7,500.00**	**7,500.00**	**156,506.41**	**179,006.41**
V00004	GPMC Management	A0101477	07/25/2022	07/25/2022	07/25/2022	CAD	7,900.00	2	7,900.00	0	0	0	**7,900.00**
Total for V00004									**7,900.00**	**0.00**	**0.00**	**0.00**	**7,900.00**
V00146	Harold Marcus Limited	SA315397	06/22/2022	06/22/2022	07/22/2022	CAD	993.07	35	0	993.07	0	0	**993.07**
		SA315276	06/22/2022	06/22/2022	07/22/2022	CAD	893.77	35	0	893.77	0	0	**893.77**
		SA315452	06/22/2022	06/22/2022	07/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	**1,718.50**
		SA315453	06/22/2022	06/22/2022	07/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	**1,718.50**
		SA315468	06/22/2022	06/22/2022	07/22/2022	CAD	993.07	35	0	993.07	0	0	**993.07**
		SA315546	06/22/2022	06/22/2022	07/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	**1,718.50**
		SA315467	06/22/2022	06/22/2022	07/22/2022	CAD	993.07	35	0	993.07	0	0	**993.07**
		SA315547	06/22/2022	06/22/2022	07/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	**1,718.50**
		SA315663	06/22/2022	06/22/2022	07/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	**1,718.50**
		SA315549	06/22/2022	06/22/2022	07/22/2022	CAD	893.77	35	0	893.77	0	0	**893.77**
		SA315664	06/22/2022	06/22/2022	07/22/2022	CAD	1,303.50	35	0	1,303.50	0	0	**1,303.50**
		SA315548	06/22/2022	06/22/2022	07/22/2022	CAD	893.77	35	0	893.77	0	0	**893.77**
		SA315668	06/27/2022	06/27/2022	07/27/2022	CAD	893.77	30	893.77	0	0	0	**893.77**
		SA315768	06/27/2022	06/27/2022	07/27/2022	CAD	993.07	30	993.07	0	0	0	**993.07**
		SA315767	06/27/2022	06/27/2022	07/27/2022	CAD	1,718.50	30	1,718.50	0	0	0	**1,718.50**
		SA315667	06/29/2022	06/29/2022	07/29/2022	CAD	1,718.50	28	1,718.50	0	0	0	**1,718.50**
		SA315858	06/29/2022	06/29/2022	07/29/2022	CAD	893.77	28	893.77	0	0	0	**893.77**
		SA315872	06/29/2022	06/29/2022	07/29/2022	CAD	323.98	28	323.98	0	0	0	**323.98**
		SA315857	06/29/2022	06/29/2022	07/29/2022	CAD	1,718.50	28	1,718.50	0	0	0	**1,718.50**
		SA315859	06/29/2022	06/29/2022	07/29/2022	CAD	752.17	28	752.17	0	0	0	**752.17**
		SA315958	06/29/2022	06/29/2022	07/29/2022	CAD	893.77	28	893.77	0	0	0	**893.77**
		SA315969	07/05/2022	06/30/2022	07/30/2022	CAD	893.77	27	893.77	0	0	0	**893.77**
		SA315856	07/05/2022	06/30/2022	07/30/2022	CAD	1,718.50	27	1,718.50	0	0	0	**1,718.50**
		SA316060	07/05/2022	06/30/2022	07/30/2022	CAD	323.98	27	323.98	0	0	0	**323.98**
		SA315970	07/05/2022	06/30/2022	07/30/2022	CAD	893.77	27	893.77	0	0	0	**893.77**
		SA316062	07/05/2022	06/30/2022	07/30/2022	CAD	1,718.50	27	1,718.50	0	0	0	**1,718.50**
		SA316063	07/05/2022	06/30/2022	07/30/2022	CAD	893.77	27	893.77	0	0	0	**893.77**
		SA316101	07/05/2022	06/30/2022	07/30/2022	CAD	323.98	27	323.98	0	0	0	**323.98**
		SA316064	07/05/2022	06/30/2022	07/30/2022	CAD	893.77	27	893.77	0	0	0	**893.77**
		SA316114	07/05/2022	06/30/2022	07/30/2022	CAD	893.77	27	893.77	0	0	0	**893.77**
		SA316116	07/05/2022	06/30/2022	07/30/2022	CAD	1,718.50	27	1,718.50	0	0	0	**1,718.50**
		SA316115	07/05/2022	06/30/2022	07/30/2022	CAD	893.77	27	893.77	0	0	0	**893.77**
		SA316208	07/06/2022	06/30/2022	07/30/2022	CAD	1,718.50	27	1,718.50	0	0	0	**1,718.50**
		SA316211	07/06/2022	06/30/2022	07/30/2022	CAD	1,718.50	27	1,718.50	0	0	0	**1,718.50**
		SA316336	07/06/2022	06/30/2022	07/30/2022	CAD	323.98	27	323.98	0	0	0	**323.98**
		SA316210	07/11/2022	07/07/2022	08/06/2022	CAD	896.07	20	896.07	0	0	0	**896.07**
		SA316347	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
		SA316349	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
		SA316350	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
		SA316351	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**

SA316353	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316352	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316406	07/11/2022	07/08/2022	08/07/2022	CAD	324.81	19	324.81	0	0	0	**324.81**
SA316425	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316436	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316543	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
SA316476	07/11/2022	07/08/2022	08/07/2022	CAD	324.81	19	324.81	0	0	0	**324.81**
SA316438	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
SA316544	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316545	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316557	07/11/2022	07/08/2022	08/07/2022	CAD	324.81	19	324.81	0	0	0	**324.81**
SA316576	07/11/2022	07/08/2022	08/07/2022	CAD	324.81	19	324.81	0	0	0	**324.81**
SA316427	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316613	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316614	07/11/2022	07/08/2022	08/07/2022	CAD	1,722.92	19	1,722.92	0	0	0	**1,722.92**
SA316615	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
SA316616	07/11/2022	07/08/2022	08/07/2022	CAD	896.07	19	896.07	0	0	0	**896.07**
SA316654	07/11/2022	07/08/2022	08/07/2022	CAD	324.81	19	324.81	0	0	0	**324.81**
SA316736	07/13/2022	07/11/2022	08/10/2022	CAD	1,722.92	16	1,722.92	0	0	0	**1,722.92**
SA316737	07/13/2022	07/11/2022	08/10/2022	CAD	1,722.92	16	1,722.92	0	0	0	**1,722.92**
SA316774	07/13/2022	07/11/2022	08/10/2022	CAD	324.81	16	324.81	0	0	0	**324.81**
SA316816	07/14/2022	07/13/2022	08/12/2022	CAD	896.07	14	896.07	0	0	0	**896.07**
SA316818	07/14/2022	07/13/2022	08/12/2022	CAD	1,722.92	14	1,722.92	0	0	0	**1,722.92**
SA316817	07/14/2022	07/13/2022	08/12/2022	CAD	896.07	14	896.07	0	0	0	**896.07**
SA316824	07/14/2022	07/13/2022	08/12/2022	CAD	1,722.92	14	1,722.92	0	0	0	**1,722.92**
SA316814	07/18/2022	07/15/2022	08/14/2022	CAD	896.07	12	896.07	0	0	0	**896.07**
SA316815	07/18/2022	07/15/2022	08/14/2022	CAD	1,722.92	12	1,722.92	0	0	0	**1,722.92**
SA316897	07/18/2022	07/15/2022	08/14/2022	CAD	1,722.92	12	1,722.92	0	0	0	**1,722.92**
SA316898	07/18/2022	07/15/2022	08/14/2022	CAD	1,722.92	12	1,722.92	0	0	0	**1,722.92**
SA316944	07/18/2022	07/15/2022	08/14/2022	CAD	324.81	12	324.81	0	0	0	**324.81**
SA316987	07/18/2022	07/15/2022	08/14/2022	CAD	995.62	12	995.62	0	0	0	**995.62**
SA316989	07/18/2022	07/15/2022	08/14/2022	CAD	1,722.92	12	1,722.92	0	0	0	**1,722.92**
SA316988	07/18/2022	07/15/2022	08/14/2022	CAD	1,722.92	12	1,722.92	0	0	0	**1,722.92**
SA316998	07/18/2022	07/15/2022	08/14/2022	CAD	324.81	12	324.81	0	0	0	**324.81**
SA317053	07/18/2022	07/18/2022	08/17/2022	CAD	1,722.92	9	1,722.92	0	0	0	**1,722.92**
SA317054	07/18/2022	07/18/2022	08/17/2022	CAD	1,722.92	9	1,722.92	0	0	0	**1,722.92**
SA317096	07/18/2022	07/18/2022	08/17/2022	CAD	324.81	9	324.81	0	0	0	**324.81**
SA317133	07/20/2022	07/19/2022	08/18/2022	CAD	995.62	8	995.62	0	0	0	**995.62**
SA317140	07/20/2022	07/19/2022	08/18/2022	CAD	1,722.92	8	1,722.92	0	0	0	**1,722.92**
SA317132	07/20/2022	07/19/2022	08/18/2022	CAD	995.62	8	995.62	0	0	0	**995.62**
SA317141	07/20/2022	07/19/2022	08/18/2022	CAD	1,722.92	8	1,722.92	0	0	0	**1,722.92**
SA317261	07/20/2022	07/19/2022	08/18/2022	CAD	324.81	8	324.81	0	0	0	**324.81**
	07/20/2022	07/19/2022	08/18/2022	CAD	995.62	8	995.62	0	0	0	**995.62**
SA317051	07/20/2022	07/19/2022	08/18/2022	CAD	995.62	8	995.62	0	0	0	**995.62**
SA317236	07/22/2022	07/21/2022	08/20/2022	CAD	995.62	6	995.62	0	0	0	**995.62**
SA317237	07/22/2022	07/21/2022	08/20/2022	CAD	1,722.92	6	1,722.92	0	0	0	**1,722.92**
SA317273	07/22/2022	07/21/2022	08/20/2022	CAD	324.81	6	324.81	0	0	0	**324.81**
SA317345	07/22/2022	07/21/2022	08/20/2022	CAD	1,722.92	6	1,722.92	0	0	0	**1,722.92**
SA317346	07/22/2022	07/21/2022	08/20/2022	CAD	324.81	6	324.81	0	0	0	**324.81**
SA317344	07/22/2022	07/21/2022	08/20/2022	CAD	896.07	6	896.07	0	0	0	**896.07**
SA317421	07/22/2022	07/21/2022	08/20/2022	CAD	896.07	6	896.07	0	0	0	**896.07**
SA317342	07/22/2022	07/21/2022	08/20/2022	CAD	896.07	6	896.07	0	0	0	**896.07**
SA317422	07/22/2022	07/21/2022	08/20/2022	CAD	896.07	6	896.07	0	0	0	**896.07**
SA317423	07/22/2022	07/21/2022	08/20/2022	CAD	1,722.92	6	1,722.92	0	0	0	**1,722.92**
SA316738	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	**896.07**
SA316739	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	**896.07**
SA317193	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	**896.07**
SA317194	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	**896.07**
SA317486	07/25/2022	07/22/2022	08/21/2022	CAD	1,722.92	5	1,722.92	0	0	0	**1,722.92**

		SA317507	07/25/2022	07/22/2022	08/21/2022	CAD	324.81	5	324.81	0	0	0	**324.81**
		SA317485	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	**896.07**
		SA317484	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	**896.07**
		SA317578	07/27/2022	07/25/2022	08/24/2022	CAD	1,722.92	2	1,722.92	0	0	0	**1,722.92**
		SA317615	07/27/2022	07/25/2022	08/24/2022	CAD	324.81	2	324.81	0	0	0	**324.81**
		SA317579	07/27/2022	07/25/2022	08/24/2022	CAD	1,722.92	2	1,722.92	0	0	0	**1,722.92**
		SA317616	07/27/2022	07/25/2022	08/24/2022	CAD	324.81	2	324.81	0	0	0	**324.81**
Total for V00146									**103,634.26**	**15,556.52**	**0.00**	**0.00**	**119,190.78**
V00148	Hydra-Force Power Washing Inc.	3752	07/08/2022	06/29/2022	07/29/2022	CAD	241.5	28	241.5	0	0	0	**241.5**
		3769	07/19/2022	07/14/2022	08/13/2022	CAD	543.5	13	543.5	0	0	0	**543.5**
Total for V00148									**785.00**	**0.00**	**0.00**	**0.00**	**785.00**
V00151	J & L Tires	591415	07/21/2022	07/04/2022	07/04/2022	CAD	140	23	140	0	0	0	**140**
		591421	07/21/2022	07/07/2022	07/07/2022	CAD	140	20	140	0	0	0	**140**
		591425	07/21/2022	07/13/2022	07/13/2022	CAD	1,900.00	14	1,900.00	0	0	0	**1,900.00**
		591426	07/21/2022	07/13/2022	07/13/2022	CAD	1,900.00	14	1,900.00	0	0	0	**1,900.00**
		591427	07/21/2022	07/13/2022	07/13/2022	CAD	1,880.00	14	1,880.00	0	0	0	**1,880.00**
		591429	07/21/2022	07/15/2022	07/15/2022	CAD	140	12	140	0	0	0	**140**
Total for V00151									**6,100.00**	**0.00**	**0.00**	**0.00**	**6,100.00**
V00152	Joseph Haulage Canada Corp.	D291782	06/22/2022	06/22/2022	07/22/2022	CAD	5,721.53	35	0	5,721.53	0	0	**5,721.53**
		D291780	06/23/2022	06/23/2022	07/23/2022	CAD	9,027.15	34	0	9,027.15	0	0	**9,027.15**
		D291781	06/23/2022	06/23/2022	07/23/2022	CAD	12,683.01	34	0	12,683.01	0	0	**12,683.01**
		D290155	06/23/2022	06/23/2022	07/23/2022	CAD	787.5	34	0	787.5	0	0	**787.5**
		D291783	06/23/2022	06/23/2022	07/23/2022	CAD	3,613.55	34	0	3,613.55	0	0	**3,613.55**
		D290772	06/24/2022	06/24/2022	07/24/2022	CAD	1,888.43	33	0	1,888.43	0	0	**1,888.43**
		D290766	07/13/2022	06/24/2022	07/24/2022	CAD	787.5	33	0	787.5	0	0	**787.5**
		D291246	07/11/2022	06/25/2022	07/25/2022	CAD	1,812.29	32	0	1,812.29	0	0	**1,812.29**
		D290014	07/11/2022	06/25/2022	07/25/2022	CAD	1,832.40	32	0	1,832.40	0	0	**1,832.40**
		D293704	07/13/2022	06/25/2022	07/25/2022	CAD	3,623.23	32	0	3,623.23	0	0	**3,623.23**
		D290013	07/13/2022	06/25/2022	07/25/2022	CAD	1,814.43	32	0	1,814.43	0	0	**1,814.43**
		D291277	06/26/2022	06/26/2022	07/26/2022	CAD	2,317.19	31	0	2,317.19	0	0	**2,317.19**
		D291784	06/27/2022	06/27/2022	07/27/2022	CAD	16,347.11	30	16,347.11	0	0	0	**16,347.11**
		D291785	06/27/2022	06/27/2022	07/27/2022	CAD	15,176.04	30	15,176.04	0	0	0	**15,176.04**
		D293518	06/27/2022	06/27/2022	07/27/2022	CAD	5,413.33	30	5,413.33	0	0	0	**5,413.33**
		D291161	07/04/2022	06/27/2022	07/27/2022	CAD	1,801.80	30	1,801.80	0	0	0	**1,801.80**
		D289412	06/28/2022	06/28/2022	07/28/2022	CAD	787.5	29	787.5	0	0	0	**787.5**
		D293519	06/28/2022	06/28/2022	07/28/2022	CAD	5,614.24	29	5,614.24	0	0	0	**5,614.24**
		D293475	06/29/2022	06/29/2022	07/29/2022	CAD	16,326.15	28	16,326.15	0	0	0	**16,326.15**
		D292269	06/29/2022	06/29/2022	07/29/2022	CAD	1,907.69	28	1,907.69	0	0	0	**1,907.69**
		D292270	07/04/2022	06/29/2022	07/29/2022	CAD	1,953.25	28	1,953.25	0	0	0	**1,953.25**
		D292285	07/04/2022	06/29/2022	07/29/2022	CAD	718.99	28	718.99	0	0	0	**718.99**
		D294715	07/04/2022	06/29/2022	07/29/2022	CAD	7,225.00	28	7,225.00	0	0	0	**7,225.00**
		D294878	07/11/2022	06/29/2022	07/29/2022	CAD	1,437.98	28	1,437.98	0	0	0	**1,437.98**
		D294716	07/04/2022	06/30/2022	07/30/2022	CAD	5,478.12	27	5,478.12	0	0	0	**5,478.12**
		D293599	07/11/2022	06/30/2022	07/30/2022	CAD	1,827.00	27	1,827.00	0	0	0	**1,827.00**
		D296527	07/07/2022	07/01/2022	07/31/2022	CAD	3,626.11	26	3,626.11	0	0	0	**3,626.11**
		D294905	07/11/2022	07/01/2022	07/31/2022	CAD	3,567.40	26	3,567.40	0	0	0	**3,567.40**
		D294875	07/11/2022	07/01/2022	07/31/2022	CAD	3,761.10	26	3,761.10	0	0	0	**3,761.10**
		D294726	07/04/2022	07/02/2022	08/01/2022	CAD	3,513.68	25	3,513.68	0	0	0	**3,513.68**
		D294898	07/11/2022	07/02/2022	08/01/2022	CAD	5,744.51	25	5,744.51	0	0	0	**5,744.51**
		D296530	07/07/2022	07/05/2022	08/04/2022	CAD	14,157.31	22	14,157.31	0	0	0	**14,157.31**
		D294994	07/07/2022	07/06/2022	08/05/2022	CAD	2,344.58	21	2,344.58	0	0	0	**2,344.58**
		D296545	07/07/2022	07/07/2022	08/06/2022	CAD	24,585.11	20	24,585.11	0	0	0	**24,585.11**
		D296556	07/07/2022	07/07/2022	08/06/2022	CAD	16,597.76	20	16,597.76	0	0	0	**16,597.76**
		D296559	07/07/2022	07/07/2022	08/06/2022	CAD	8,743.61	20	8,743.61	0	0	0	**8,743.61**
		D296362	07/15/2022	07/07/2022	08/06/2022	CAD	1,576.56	20	1,576.56	0	0	0	**1,576.56**
		D297131	07/15/2022	07/08/2022	08/07/2022	CAD	1,909.38	19	1,909.38	0	0	0	**1,909.38**

		D299375	07/15/2022	07/09/2022	08/08/2022	CAD	10,543.59	18	10,543.59	0	0	0	**10,543.59**
		D299376	07/15/2022	07/09/2022	08/08/2022	CAD	6,992.51	18	6,992.51	0	0	0	**6,992.51**
		D297668	07/22/2022	07/11/2022	08/10/2022	CAD	1,746.71	16	1,746.71	0	0	0	**1,746.71**
		D299737	07/14/2022	07/12/2022	08/11/2022	CAD	7,060.50	15	7,060.50	0	0	0	**7,060.50**
		D299739	07/14/2022	07/13/2022	08/12/2022	CA0	10,289.21	14	10,289.21	0	0	0	**10,289.21**
		D299740	07/14/2022	07/13/2022	08/12/2022	CAD	3,259.62	14	3,259.62	0	0	0	**3,259.62**
		D298872	07/14/2022	07/13/2022	08/12/2022	CAD	2,073.96	14	2,073.96	0	0	0	**2,073.96**
		D299822	07/14/2022	07/14/2022	08/13/2022	CAD	15,814.13	13	15,814.13	0	0	0	**15,814.13**
		D299843	07/14/2022	07/14/2022	08/13/2022	CAD	15,556.89	13	15,556.89	0	0	0	**15,556.89**
		D300812	07/19/2022	07/18/2022	08/17/2022	CAD	1,879.28	9	1,879.28	0	0	0	**1,879.28**
		D301722	07/19/2022	07/18/2022	08/17/2022	CAD	17,509.84	9	17,509.84	0	0	0	**17,509.84**
		D300808	07/19/2022	07/19/2022	08/18/2022	CAD	1,629.84	8	1,629.84	0	0	0	**1,629.84**
		D299565	07/19/2022	07/19/2022	08/18/2022	CAD	1,747.46	8	1,747.46	0	0	0	**1,747.46**
		D301760	07/19/2022	07/19/2022	08/18/2022	CAD	9,966.64	8	9,966.64	0	0	0	**9,966.64**
		D300386	07/19/2022	07/19/2022	08/18/2022	CAD	1,877.86	8	1,877.86	0	0	0	**1,877.86**
		D300387	07/19/2022	07/19/2022	08/18/2022	CAD	1,873.72	8	1,873.72	0	0	0	**1,873.72**
		D296363	07/22/2022	07/19/2022	08/18/2022	CAD	1,779.97	8	1,779.97	0	0	0	**1,779.97**
		D304961	07/26/2022	07/26/2022	08/25/2022	CAD	33,341.10	1	33,341.10	0	0	0	**33,341.10**
		D304990	07/26/2022	07/26/2022	08/25/2022	CAD	22,728.19	1	22,728.19	0	0	0	**22,728.19**
		D304623	07/26/2022	07/26/2022	08/25/2022	CAD	763.75	1	763.75	0	0	0	**763.75**
Total for V00152									**340,576.08**	**45,908.21**	**0.00**	**0.00**	**386,484.29**
V00286	Justin Moses	2022-07-21 EXP	07/21/2022	07/21/2022	07/21/2022	CAD	157.49	6	157.49	0	0	0	**157.49**
Total for V00286									**157.49**	**0.00**	**0.00**	**0.00**	**157.49**
V00153	Kal Tire	887002854	07/13/2022	07/06/2022	08/05/2022	CAD	869.37	21	869.37	0	0	0	**869.37**
		887002989	07/20/2022	07/12/2022	08/11/2022	CAD	2,213.13	15	2,213.13	0	0	0	**2,213.13**
Total for V00153									**3,082.50**	**0.00**	**0.00**	**0.00**	**3,082.50**
V00154	Keltic Tank and Meter Ltd	W 5988	06/29/2022	06/29/2022	06/29/2022	CAD	253.5	28	253.5	0	0	0	**253.5**
		W6058	07/25/2022	07/25/2022	08/24/2022	CAD	2,110.50	2	2,110.50	0	0	0	**2,110.50**
		W6086	07/27/2022	07/27/2022	08/26/2022	CAD	2,335.07	0	2,335.07	0	0	0	**2,335.07**
Total for V00154									**4,699.07**	**0.00**	**0.00**	**0.00**	**4,699.07**
V00155	Kevin Smart Trucking	SI-120	07/26/2022	07/26/2022	07/26/2022	CAD	14,769.68	1	14,769.68	0	0	0	**14,769.68**
Total for V00155									**14,769.68**	**0.00**	**0.00**	**0.00**	**14,769.68**
V00223	MacEwen	169057	07/15/2022	07/11/2022	08/31/2022	CAD	601	16	601	0	0	0	**601**
		170258	07/15/2022	07/13/2022	08/12/2022	CAD	1,541.15	14	1,541.15	0	0	0	**1,541.15**
Total for V00223									**2,142.15**	**0.00**	**0.00**	**0.00**	**2,142.15**
V00163	Molson Tire Limited	17874	06/26/2022	06/26/2022	06/26/2022	CAD	1,764.53	31	0	1,764.53	0	0	**1,764.53**
		17847	06/27/2022	06/27/2022	07/27/2022	CAD	87.63	30	87.63	0	0	0	**87.63**
		18128	07/14/2022	07/13/2022	08/12/2022	CAD	103.38	14	103.38	0	0	0	**103.38**
		18277	07/22/2022	07/22/2022	08/21/2022	CAD	1,097.78	5	1,097.78	0	0	0	**1,097.78**
Total for V00163									**1,288.79**	**1,764.53**	**0.00**	**0.00**	**3,053.32**
V00166	Northern Metering Services	20706	03/01/2022	03/01/2022	03/01/2022	CAD	-48.82	148	0	0	0	-48.82	**-48.82**
Total for V00166									**0.00**	**0.00**	**0.00**	**-48.82**	**-48.82**
V00167	OK Tire St. George	314384	06/22/2022	06/22/2022	07/22/2022	CAD	225.54	35	0	225.54	0	0	**225.54**
		314496	07/06/2022	07/06/2022	08/05/2022	CAD	2,834.48	21	2,834.48	0	0	0	**2,834.48**
		314828	07/14/2022	07/14/2022	08/13/2022	CAD	959.39	13	959.39	0	0	0	**959.39**
		314836	07/19/2022	07/15/2022	08/14/2022	CAD	2,076.74	12	2,076.74	0	0	0	**2,076.74**
		314878	07/19/2022	07/18/2022	08/17/2022	CAD	929.2	9	929.2	0	0	0	**929.2**
Total for V00167									**6,799.81**	**225.54**	**0.00**	**0.00**	**7,025.35**
V00169	Ontario Hose Specialties Limited	5260348	06/27/2022	06/27/2022	07/27/2022	CAD	2,960.32	30	2,960.32	0	0	0	**2,960.32**

		5261707	07/22/2022	07/22/2022	08/21/2022	CAD	660	5	660	0	0	0	**660**
Total for V00169									**3,620.32**	**0.00**	**0.00**	**0.00**	**3,620.32**
V00235	RB Leasing		06/26/2022	06/26/2022	06/26/2022	CAD	2,571.59	31	0	2,571.59	0	0	**2,571.59**
			07/26/2022	07/26/2022	07/26/2022	CAD	2,571.59	1	2,571.59	0	0	0	**2,571.59**
Total for V00235									**2,571.59**	**2,571.59**	**0.00**	**0.00**	**5,143.18**
V00171	Reid Bros. Truck Service Inc.	34366	06/27/2022	06/26/2022	07/26/2022	CAD	37.8	31	0	37.8	0	0	**37.8**
		34240	06/27/2022	06/27/2022	07/27/2022	CAD	3,083.33	30	3,083.33	0	0	0	**3,083.33**
		34360	07/18/2022	07/18/2022	08/17/2022	CAD	7,231.54	9	7,231.54	0	0	0	**7,231.54**
		34361	07/19/2022	07/19/2022	08/18/2022	CAD	623.81	8	623.81	0	0	0	**623.81**
		34508	07/19/2022	07/19/2022	08/18/2022	CAD	509.66	8	509.66	0	0	0	**509.66**
		34501	07/19/2022	07/19/2022	08/18/2022	CAD	37.8	8	37.8	0	0	0	**37.8**
		34499	07/19/2022	07/19/2022	08/18/2022	CAD	63	8	63	0	0	0	**63**
		34497	07/19/2022	07/19/2022	08/18/2022	CAD	273.17	8	273.17	0	0	0	**273.17**
		34371	07/19/2022	07/19/2022	08/18/2022	CAD	609.06	8	609.06	0	0	0	**609.06**
		34608	07/21/2022	07/21/2022	08/20/2022	CAD	621.39	6	621.39	0	0	0	**621.39**
		34672	07/25/2022	07/25/2022	08/24/2022	CAD	494.69	2	494.69	0	0	0	**494.69**
Total for V00171									**13,547.45**	**37.80**	**0.00**	**0.00**	**13,585.25**
V00174	Rush Truck Centres	459764	07/14/2022	05/24/2022	06/23/2022	CAD	117.26	64	0	0	117.26	0	**117.26**
		65206SU	07/14/2022	05/25/2022	06/24/2022	CAD	0.01	63	0	0	0.01	0	**0.01**
		CM65206SU	07/14/2022	05/25/2022	06/24/2022	CAD	-122.91	63	0	0	-122.91	0	**-122.91**
		66111SU	06/14/2022	06/14/2022	07/14/2022	CAD	162.23	43	0	162.23	0	0	**162.23**
		66293SU	06/18/2022	06/18/2022	07/18/2022	CAD	194.12	39	0	194.12	0	0	**194.12**
		66304SU	06/20/2022	06/20/2022	07/20/2022	CAD	1,264.41	37	0	1,264.41	0	0	**1,264.41**
		460112	06/20/2022	06/20/2022	07/20/2022	CAD	1,794.05	37	0	1,794.05	0	0	**1,794.05**
		460158	06/21/2022	06/21/2022	07/21/2022	CAD	696.28	36	0	696.28	0	0	**696.28**
		66507SU	06/24/2022	06/24/2022	07/24/2022	CAD	122.91	33	0	122.91	0	0	**122.91**
		66513SU	06/24/2022	06/24/2022	07/24/2022	CAD	15.23	33	0	15.23	0	0	**15.23**
		SUR109713	06/29/2022	06/29/2022	06/29/2022	CAD	8,234.35	28	8,234.35	0	0	0	**8,234.35**
		66731SU	06/29/2022	06/29/2022	07/29/2022	CAD	1,264.41	28	1,264.41	0	0	0	**1,264.41**
		460434	07/14/2022	07/14/2022	08/13/2022	CAD	97.58	13	97.58	0	0	0	**97.58**
Total for V00174									**9,596.34**	**4,249.23**	**-5.64**	**0.00**	**13,839.93**
V00178	Technical Standards and Safety Authority	9177706	07/11/2022	07/10/2022	07/10/2022	CAD	190	17	190	0	0	0	**190**
			07/11/2022	07/10/2022	07/10/2022	CAD	190	17	190	0	0	0	**190**
Total for V00178									**380.00**	**0.00**	**0.00**	**0.00**	**380.00**
V00210	Trans Tank Systems	BV63162	07/25/2022	06/30/2022	06/30/2022	CAD	732.03	27	732.03	0	0	0	**732.03**
		BV63189	07/25/2022	07/11/2022	07/11/2022	CAD	138.43	16	138.43	0	0	0	**138.43**
Total for V00210									**870.46**	**0.00**	**0.00**	**0.00**	**870.46**
V00182	Transcourt		06/15/2022	06/15/2022	06/15/2022	CAD	3,517.49	42	0	3,517.49	0	0	**3,517.49**
			07/15/2022	07/15/2022	07/15/2022	CAD	3,517.49	12	3,517.49	0	0	0	**3,517.49**
Total for V00182									**3,517.49**	**3,517.49**	**0.00**	**0.00**	**7,034.98**
V00184	UPI Energy FS	151015977	07/19/2022	07/19/2022	08/18/2022	CAD	370.63	8	370.63	0	0	0	**370.63**
		151016043	07/26/2022	07/21/2022	08/20/2022	CAD	559.56	6	559.56	0	0	0	**559.56**
Total for V00184									**930.19**	**0.00**	**0.00**	**0.00**	**930.19**
V00185	Upper Canada Carriers	21175	07/14/2022	07/14/2022	07/14/2022	CAD	2,796.58	13	2,796.58	0	0	0	**2,796.58**
Total for V00185									**2,796.58**	**0.00**	**0.00**	**0.00**	**2,796.58**
V00190	Westcan Transport LP	I114-0032028	07/20/2022	06/13/2022	07/13/2022	CAD	250.86	44	0	250.86	0	0	**250.86**
		359077	06/25/2022	06/25/2022	07/25/2022	CAD	980.3	32	0	980.3	0	0	**980.3**
		359446	07/01/2022	07/01/2022	07/31/2022	CAD	10,565.43	26	10,565.43	0	0	0	**10,565.43**
		359447	07/01/2022	07/01/2022	07/31/2022	CAD	6,589.80	26	6,589.80	0	0	0	**6,589.80**

		359812	07/13/2022	07/08/2022	08/07/2022	CAD	3,376.58	19	3,376.58	0	0	0	**3,376.58**
		359813	07/13/2022	07/08/2022	08/07/2022	CAD	2,483.64	19	2,483.64	0	0	0	**2,483.64**
		360107	07/14/2022	07/14/2022	08/13/2022	CAD	1,180.84	13	1,180.84	0	0	0	**1,180.84**
		360108	07/14/2022	07/14/2022	08/13/2022	CAD	912.47	13	912.47	0	0	0	**912.47**
		360184	07/15/2022	07/15/2022	08/14/2022	CAD	16,746.44	12	16,746.44	0	0	0	**16,746.44**
		360185	07/15/2022	07/15/2022	08/14/2022	CAD	10,144.48	12	10,144.48	0	0	0	**10,144.48**
		360210	07/16/2022	07/16/2022	08/15/2022	CAD	1,449.21	11	1,449.21	0	0	0	**1,449.21**
		360211	07/16/2022	07/16/2022	08/15/2022	CAD	1,288.19	11	1,288.19	0	0	0	**1,288.19**
Total for V00190									**54,737.08**	**1,231.16**	**0.00**	**0.00**	**55,968.24**
V00192	Workplace Safety & Insurance Board	April 2022 premium	05/02/2022	04/30/2022	04/30/2022	CAD	11,720.60	88	0	0	11,720.60	0	**11,720.60**
		May 2022 premium	05/31/2022	05/31/2022	05/31/2022	CAD	12,119.99	57	0	12,119.99	0	0	**12,119.99**
		June 2022 premium	06/30/2022	06/30/2022	06/30/2022	CAD	17,061.69	27	17,061.69	0	0	0	**17,061.69**
Total for V00192									**17,061.69**	**12,119.99**	**11,720.60**	**0.00**	**40,902.28**
					Grand Totals				**1,440,664.55**	**351,639.23**	**34,590.61**	**201,009.01**	**2,027,903.40**

Brian Page

From: Brian Page
Sent: August 5, 2022 2:42 PM
To: 'Scott Hill'
Cc: Miles Hill; glenn.page
Subject: Canadian Western Bank Loan #2967823 for Tractor 20-05
Attachments: CWB Loan 2967823 for 20-05.pdf

Good Afternoon Scott,
I have been contacted by the CWB – National Leasing regarding a missed Equipment payment.
Attached is the Contract.
Please contact Denisha at 204-259-7927 referencing case# 50798193 to arrange for payment or surrender of the unit.
Regards,

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

Brian Page

From: Brian Page
Sent: August 17, 2022 4:06 PM
To: Miles Hill; 'Scott Hill'
Subject: July 2022 Financial Statements OTE Logistics (Formerly GEN7 Fuel Management LP)
Attachments: Custom P&L Detail - July 2022.pdf

Good Afternoon,
Attached please find the July and three month results for the Logistics Business.
Year to date profit is currently $2,000,452.24
Revenue improved June to July due to 5 Billing Periods in July vs. June.
Purchased Transportation was down slightly, however we saw large increases in Truck Maintenance and Trailer Maintenance costs.
Driver wages were down slightly, but based on the number of empty or not used trucks sitting in the yards, there appears to be a shortage of drivers.
I will continue to generate the billing for the Logistics Business, however a decision needs to be made on who will be compiling the books and records of
the business given lack of payment to our previous accounting provider and their unwillingness to continue performing the function.
I will await your comments and input and would be happy to respond to any questions.

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

OTE Logistic LP
Profit and Loss - Detail (in CAD)

	Month Ended 07/31/2022	Month Ended 06/30/2022	Month Ended 05/31/2022
Revenue			
Revenue - Services			
40700 - Freight revenue	2,144,143.21	1,739,226.74	2,075,309.67
40800 - Fuel surcharge	722,866.83	540,203.83	480,949.05
Total Revenue - Services	2,867,010.04	2,279,430.57	2,556,258.72
Total Revenue	2,867,010.04	2,279,430.57	2,556,258.72
Cost of Revenue			
Cost of Products Revenue			
50250 - COGS - Fuel cost to operations	247,251.39	246,324.77	262,017.32
52900 - COGS - Accidents & Claims Expense	0.00	1,260.00	0.00
52950 - COGS - Driver Expenses	0.00	0.00	1,492.73
Total Cost of Products Revenue	247,251.39	247,584.77	263,510.05
Cost of Services Revenue			
50750 - COGS - Driver cost	0.00	269.99	0.00
50800 - COGS - Wages and benefits	252,518.40	309,849.38	378,771.27
51150 - COGS - Licence costs	1,970.00	11,054.98	7,952.24
51200 - COGS - Travel Expense	0.00	0.00	2.01
51250 - COGS - Tractor & Trailer Leases:Rentals	59,436.92	56,038.22	49,111.71
51300 - COGS - Purchased Transportation:Delivery Charge	675,653.67	659,375.46	763,329.37
51350 - COGS - Purchased Transportation:Demurrage	9,375.00	10,450.00	7,799.81
51400 - COGS - Purchased Transportation:FSC	267,135.53	288,521.72	305,800.89
51500 - COGS - Truck Maintenance:Inspections	0.00	5,132.35	0.00
51525 - COGS - Truck fuel cost	4,368.30	6,237.55	0.00
51550 - COGS - Truck Maintenance:Truck Repairs	55,742.88	31,328.46	24,278.06
51600 - COGS - Truck Maintenance:Truck Supplies	6,771.44	14,933.45	6,320.37
51650 - COGS - Travel Expenses for Drivers	0.00	125.00	1,520.03
51700 - COGS - Trailer Maintenance: Inspections	5,159.57	7,156.82	652.77
51750 - COGS - Trailer Maintenance: Supplies	792.24	0.00	0.00
51800 - COGS - Trailer Maintenance: Trailer Repairs	34,887.37	16,027.76	28,622.08
51850 - COGS - Trailer Maintenance: Trailer Wrap	0.00	0.00	3,708.00
51875 - COGS - Driver Payroll Costs:Insurance	6,698.04	5,444.65	6,064.76
52050 - COGS - Accidents & Claims Expense	25,484.29	0.00	0.00
53000 - COGS - Driver Expenses: Uniforms	149.99	0.00	587.08
Total Cost of Services Revenue	1,406,143.64	1,421,945.79	1,584,520.45
Total Cost of Revenue	1,653,395.03	1,669,530.56	1,848,030.50
Gross Profit	1,213,615.01	609,900.01	708,228.22
Operating Expenses			
General and Administrative Expenses			
Business Licenses and Permits			
55600 - Permits & Licenses	0.00	0.00	9,417.72
Total Business Licenses and Permits	0.00	0.00	9,417.72
Education			
56050 - Training Expense	0.00	3,561.23	0.00
Total Education	0.00	3,561.23	0.00
Finance Charges			
55700 - Interest Expense	17,423.29	18,423.07	17,975.23
Total Finance Charges	17,423.29	18,423.07	17,975.23
Travel, Meals and Entertainment			
Travel Expenses			
55550 - Travel Expense	0.00	1,832.32	1,388.25
Total Travel Expenses	0.00	1,832.32	1,388.25

OTE Logistic LP
Profit and Loss - Detail (in CAD)

	Month Ended 07/31/2022	Month Ended 06/30/2022	Month Ended 05/31/2022
Total Travel, Meals and Entertainment	0.00	1,832.32	1,388.25
Office Supplies			
54650 - Office Supplies	0.00	454.01	38.98
Total Office Supplies	0.00	454.01	38.98
Total General and Administrative Expenses	17,423.29	24,270.63	28,820.18
Marketing and Advertising Expenses			
Telecommunication			
54750 - Telephone Expenses	64.26	383.00	1,026.00
54800 - Computer and Internet Expenses	1,960.95	5,227.93	786.50
Total Telecommunication	2,025.21	5,610.93	1,812.50
Total Marketing and Advertising Expenses	2,025.21	5,610.93	1,812.50
Payroll and Related Expenses			
Salary and Wages			
53500 - Payroll cost	263.16	344.80	417.36
53650 - WSIB	0.00	17,061.69	23,840.59
Total Salary and Wages	263.16	17,406.49	24,257.95
Total Payroll and Related Expense	263.16	17,406.49	24,257.95
Utilities and Facilities			
Equipment Rental			
56300 - Leases	27,321.54	32,211.35	36,451.00
Total Equipment Rental	27,321.54	32,211.35	36,451.00
Total Utilities and Facilities	27,321.54	32,211.35	36,451.00
Operating and Maintenance Expenses			
Credit Card and Other Service Charges			
55000 - Bank charges	0.00	327.65	262.05
Total Credit Card and Other Service Charges	0.00	327.65	262.05
Professional Services			
54350 - Other professional expense	56,600.00	59,500.00	56,600.00
Total Professional Services	56,600.00	59,500.00	56,600.00
Other Operating Expense			
56650 - Safety and Training	0.00	0.00	1,192.97
56800 - Head office charge	5,050.00	5,050.00	5,050.00
Total Other Operating Expense	5,050.00	5,050.00	6,242.97
Total Operating and Maintenance Expenses	61,650.00	64,877.65	63,105.02
Taxes and Insurance			
Insurance			
55150 - Insurance	0.00	44,196.15	44,196.15
Total Insurance	0.00	44,196.15	44,196.15
Total Taxes and Insurance	0.00	44,196.15	44,196.15
Total Operating Expenses	108,683.20	188,573.20	198,642.80
Net Income (Loss)	**$ 1,104,931.81**	**$ 421,326.81**	**$ 509,585.42**

Brian Page

From: Brian Page
Sent: August 22, 2022 10:04 AM
To: 'Scott Hill'
Cc: Miles Hill
Subject: Overdue Invoices for Professional Fees
Attachments: 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf

Good Morning Scott,
The attached invoices are now past due and 11222074 Canada is demanding they be paid immediately.

EFT can be sent to:
Bank # - 002
Transit # - 00117
Account # 0067016
Credit: 11222074 Canada Ltd.
420 Cambridge Street
Winnipeg, MB R3M 3G7

If you have any questions please do not hesitate to reach out to me, otherwise please provide a copy of the EFT Payment for our records.
Regards,

Brian J. Page
President
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

11222074 Canada Ltd.

Invoice No. G752

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-07-26
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 07/10/22 to 07/16/22	$5,000.00	$5,000.00
	Cheque to be made Payable to 11222074 Canada Ltd.		
	Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank you!

11222074 Canada Ltd.

Invoice No. G753

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-08-02
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 07/17/22 to 07/23/22	$5,000.00	$5,000.00
	Cheque to be made Payable to 11222074 Canada Ltd.		
	Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name:
CC #:
Expires:

Office Use Only

Thank you!

11222074 Canada Ltd.

Invoice No. G754

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-08-09
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 07/24/22 to 07/30/22	$5,000.00	$5,000.00
	Cheque to be made Payable to 11222074 Canada Ltd.		
	Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name:
CC #:
Expires:

Office Use Only

Thank you!

11222074 Canada Ltd.

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

Invoice No. G755

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-08-16
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 07/31/22 to 08/06/22	$5,000.00	$5,000.00
	Cheque to be made Payable to 11222074 Canada Ltd.		
	Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank you!

11222074 Canada Ltd.

Invoice No. G756

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-08-17
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 08/07/22 to 08/13/22	$5,000.00	$5,000.00
	Cheque to be made Payable to 11222074 Canada Ltd.		
	Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank you!

Brian Page

From: Brian Page
Sent: August 25, 2022 11:40 AM
To: 'Scott Hill'
Subject: OTE Logistics Billing for Week Ending Sunday August 21st 2022

Good Morning Scott,
Yesterday, I was going to input the Weekly Billing for OTE Logistics and send those bills for each Cost Centre (Blending Centre) to Sandra.
Unfortunately I seem to have lost access to the GVM which provides the data for the weekly revenue billing for OTE Logistics.
I will need the following to continue billing revenue for Logistics:
Six Nations – Total Litres from August 15th to 21st
Tyendinaga – Total Litres from August 15th to 21st Plus Litres for Five Nations Pump Off from August 15th to 21st
Whitefish – Total Litres from August 15th to 21st Plus Litres for Broken Canoe and French River Pump Off from August 15th to 21st
I would be happy to pull this information myself if I had access.
I trust you are in agreement that we need to maintain the financial recordkeeping as the business continues to operate.
Thanks and hope you are doing well,

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

Brian Page

From: Brian Page
Sent: August 25, 2022 2:56 PM
To: 'Scott Hill'
Cc: Miles Hill
Subject: Insurance Payment Rejected for Coverages at SNBS/TBS/WBS
Attachments: Notice of Acceptance.pdf; 1000011902221 - New.pdf; SOV79848400- Renewal.pdf; EIL356142 - Renewal.pdf

Good Afternoon Scott,
I was contacted today by the Insurance Broker who covers the Liability and Pollution Insurance protection for all 3 Blending Sites.
Three months ago I was tasked with rolling all of our OTE Insurance coverages into one coverage package for both Liability and Pollution.
At the time we were "under Insured" for both coverages as we were only running $5M coverages in an environment where a number of claims (especially for Pollution) were coming in above $5M.
There was a concern that if a claim came in above the $5M that the Business would be exposed and the Partner's at OTE could be exposed as well.
The Premium for this Insurance was $339,689.00 and was financed over 12 Months.
The initial Down Payment was returned from The RBC showing "Account Frozen".
Attached is the Payment Schedule and Coverage Details.
Let me know if I can be of any further assistance.

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

FIRST INSURANCE®
— OF CANADA — FUNDING
A WINTRUST COMPANY

Refer to this **agreement number** in all correspondence
901-3993342

Account Opening Statement

Agent or Broker submitting Agreement (Name and Address)

STONERIDGE INSURANCE BROKERS - ANCASTER
1336 SANDHILL DRIVE
SUITE 3
ANCASTER, ON L9G 4V5

Insured (Name and Address)

ORIGINAL TRADERS ENERGY (TYENDINAGA) LP
1110 HWY 54, UNIT 3
CALEDONIA, ON N3W 2G9

Withdrawal details as of 27-Jul-2022

Date account will be debited
The amount of $57,747.13 will be debited on 29-Jul-2022.

Down Payment Amount	+	Application Fee	+	Past due installments	-	Credit(s) applied	-	Amount retained by broker	=	Total amount to be withdrawn
$57,747.13		$0.00		$0.00		$0.00		$0.00		$57,747.13

NOTE: All funds are in Canadian Dollars (CAD).
Any negative balance will be applied toward future installments.

Installment Schedule

Date	Amount	Payment Type
29-Jul-2022	$57,747.13	Down Payment
13-Aug-2022	$29,501.18	Installment
13-Sep-2022	$29,501.18	Installment
13-Oct-2022	$29,501.18	Installment
13-Nov-2022	$29,501.18	Installment
13-Dec-2022	$29,501.18	Installment
13-Jan-2023	$29,501.18	Installment
13-Feb-2023	$29,501.18	Installment
13-Mar-2023	$29,501.18	Installment
13-Apr-2023	$29,501.18	Installment
13-May-2023	$29,501.18	Installment

If you have any questions, please contact your insurance broker or contact FIRST Insurance Funding of Canada at (888) 232-2238.

FIRST INSURANCE®
— OF CANADA — FUNDING
A WINTRUST COMPANY

Refer to this **agreement number** in all correspondence
901-3993342

Notice of assignment and acceptance (Broker/Agent)

Agent or Broker submitting Agreement (Name and Address)	Insured (Name and Address)
STONERIDGE INSURANCE BROKERS - ANCASTER 1336 SANDHILL DRIVE SUITE 3 ANCASTER, ON L9G 4V5	ORIGINAL TRADERS ENERGY (TYENDINAGA) LP 1110 HWY 54, UNIT 3 CALEDONIA, ON N3W 2G9

Payment schedule

Date of notice and acceptance	Anticipated funding release date	First payment due	Day of month payments are due	Number and frequency of installments
27-Jul-2022	12-Aug-2022	13-Aug-2022	13th	10 Monthly

Total Premiums	- Down Payment	= Principal balance	+ Finance Charge	= Balance Due	Amount of Installment	Application Fee	Flat rate*
$339,689.00	$57,747.13	$281,941.87	$13,069.93	$295,011.80	$29,501.18	$0.00	3.85%

*The flat rate represents an annual percentage rate of [9.99%]. This amount is based on a declining balance and accrues interest from the effective date of the policy. Interest under this Agreement is stated at an annual rate, calculated monthly.

Description of Policy(ies)

Policy prefix and number	Inception date	Name of each insurance company Name of each general agent or policy issuing agent (if applicable)	Type of coverage	Policy term in months	Premium
SOV79848400	13-Jul-2022	C00103-Sovereign General Insurance - Toronto	PKG	12	$169,002.00
EIL356142-001	13-Jul-2022	C00028-Chubb Insurance Company of Canada - Toronto	POLL	12	$89,987.00

(Policies continued on next page.)

Subtotal $339,689.00 + Taxes $0.00 + Broker fees $0.00 + Other Policy Fees $0.00 = Cash price $339,689.00
(total premiums including taxes)

To the Agent or Broker

We have, subject to insurance company verification and provided that the policies are in force and the premiums are not fully earned, accepted the Premium Finance Agreement referenced above (the Agreement) in respect of the above described policy(ies), and we have so notified the Insured and insurance company(ies).

IMPORTANT: Because of the terms of the Agreement, the following instructions must be observed.

1. If your Insured has selected pre-authorized payments for their Agreement, please notify them that any down payment, application fee or installments which are past due will be withdrawn within the next 48 hours.
2. ALL RETURN PREMIUMS which may become payable under the financed policy(ies) and LOSS PAYMENTS under said policy(ies) which reduce the unearned premiums, subject to any mortgagee or loss payee interest, must be paid to FIRST Insurance Funding of Canada.
3. The policy may not be assigned, except for the interest of any mortgagee or loss payee, without the written consent of FIRST Insurance Funding of Canada.
4. Advise FIRST Insurance Funding of Canada immediately of any change in address of the Insured.

Otherwise FIRST Insurance Funding of Canada has the right to rescind the Agreement.

Funding release contingencies

Release of funds on date specified is contingent upon:

Receipt of down payment on or before 29-Jul-2022

If the down payment is not received within 15 days of the above date, we will assume that the Insured does not wish to finance the premium. In such case, we will rescind the Financing Agreement and advise all interested parties and return any money received by FIRST Insurance Funding of Canada.

Payment release procedure

If we are advised by the insurance company that there are any discrepancies, changes or corrections which require further correspondence, our payment will not be released until the matter has been clarified.

FIRST INSURANCE®
— OF CANADA — FUNDING
A WINTRUST COMPANY

Refer to this **agreement number** in all correspondence
901-3993342

Notice of assignment and acceptance (Broker/Agent)

Description of policy(ies)

Policy prefix and number	Inception date	Name of each insurance company Name of each general agent or policy issuing agent (if applicable)	Type of coverage	Policy term in months	Premium
1000598010221	13-Jul-2022	C00210-Starr Insurance & Reinsurance Limited	COMM	12	$80,700.00

Subtotal $339,689.00 + Taxes $0.00 + Broker fees $0.00 + Other Policy Fees $0.00 = Cash price $339,689.00
(total premiums including taxes)

Installment Schedule

Date	Amount	Payment Type
29-Jul-2022	$57,747.13	Down Payment
13-Aug-2022	$29,501.18	Installment
13-Sep-2022	$29,501.18	Installment
13-Oct-2022	$29,501.18	Installment
13-Nov-2022	$29,501.18	Installment
13-Dec-2022	$29,501.18	Installment
13-Jan-2023	$29,501.18	Installment
13-Feb-2023	$29,501.18	Installment
13-Mar-2023	$29,501.18	Installment
13-Apr-2023	$29,501.18	Installment
13-May-2023	$29,501.18	Installment

Please note that credit card payments are subject to a 2.97%% System Access Fee. Changes to your Insured's amount owing will result in changes to the System Access Fee.

STARR COMPANIES

Starr Insurance & Reinsurance Limited

Toronto, Canada
200 King St W Suite 1200, Toronto, ON., M5H 3T4

Starr Insurance & Reinsurance Limited
Liability Program
Claim Reporting Guidelines

For Notice of Claims Inquiries please Contact the following:

Claims E-mail: CanadaClaims@Starrcompanies.com
24 Hour claims reporting call service: (866) 251-1374

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact Sedgwick by telephone, please do so at (866) 251-1374.

Consult Your Policy for Loss Reporting Requirements

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Insurance & Reinsurance Limited; or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Our claim's administrator will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify the person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.

STARR COMPANIES

Starr Insurance & Reinsurance Limited

Toronto, Canada
200 King St W Suite 1200, Toronto, ON., M5H 3T4

EXCESS BINDER

Date: July 22, 2022

Producer: Stoneridge Insurance Brokers
Address: 130 Clarence Street, Brantford, ON N3T 2V5
Contact: Avi Singh
Tel: 416-936-6171
Email: asingh@stoneridgeinsurance.ca

Re: Original Traders Energy LP

Dear: Avi Singh,

We are pleased to advise that coverage is **BOUND** for the captioned account according to the following terms.

The terms and conditions of this indication may differ materially from those requested in your submission. Please read the policy form and endorsements carefully.

INSURED'S NAME:	Original Traders Energy LP
INSURED'S ADDRESS:	1110 Highway 54, Suite 3, Caledonia, ON N3W 2G9
POLICY PERIOD:	From: July 13, 2022 To: July 13, 2023
RETROACTIVE DATE:	N/A
CARRIER:	Starr Insurance and Reinsurance Limited 200 King Street West, Suite 1200, Toronto, ON MH5 3T4
COVERAGE FORM:	Excess Follow Form Liability - Occurrence XS-100 (10/08)
ATTACHMENTS:	Forms and Endorsements attached to the policy form may broaden or restrict coverage. Please read the policy form and endorsements carefully.
POLICY NUMBER:	**1000011902221**
RENEWAL OF:	**1000011902211**

THE FOLLOWING EXCLUSIONS PERTAIN TO ALL SECTIONS AND ARE COMMON TO ALL COVERAGE PARTS:

Excluding: Nuclear, War, Mold Fungi, Spores, Employee Related Practices, Asbestos, Lead, Securities & Financial Interests, Silica, Pollution, Terrorism

(Sixty) 60 Day notice of Cancellation
(Ninety) 90 Day notice of automatic acquisition clause
Territory Canada & the United States of America (including it's territories and possessions) - Follow Form

LIMIT OF LIABILITY:

Each Occurrence Limit	$5,000,000	Any One Claim
General Aggregate Limit	$5,000,000	Where Applicable

ENDORSEMENTS:

Customer Advisory - SIRL (XS END 003/2017)
Common Policy Conditions - SIRL (XS END 004/2017)
Schedule of Underlying Insurance - SIRL (XS END 002/2017)
Standard Excess Auto Policy - SPF #7 - SIRL (XS END 072/2017)
Economic Sanctions - SIRL (XS END 027/2017)
AB/BC Statutory Conditions (if applicable) - SIRL (XS END 005/2017)
Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion - SIRL (XS END 007/2017)
Distribution of Materials in Violation of Statutes Exclusion - SIRL (XS END 024/2017)
War Exclusion - SIRL (XS END 082-2017)
Exclusion of Terrorism - SIRL (XS END 029-2017)
Anti-Stacking Endorsement - SIRL (XS END 013/2017)
Sub-Limited Coverage Exclusion - SIRL (XS END 073/2017)
Total Pollution Exclusion - SIRL (XS END 077-2017)
Methyl Tert-Buthyl Ether (MBTE) Exclusion
Failure to Supply Exclusion - SIRL (XS END 033-2017)

FOLLOWED POLICY:

Company:	Sovereign Insurance	
Coverage:	CGL	
Policy Number:	TBD	
Policy Period:	From: July 13, 2022 To: July 13, 2023	
Policy Limits:	$5,000,000	Per Occurrence
	$5,000,000	Products Aggregate
	$5,000,000	General Aggregate

ATTACHMENT POINT:

Excess of:	$5,000,000	Any One Claim
	$5,000,000	Annual Aggregate Wherein the Underlying

ADDITIONAL UNDERLYING:

Company:	Sovereign Insurance	
Coverage:	CGL (Naughton Ontario location)	
Policy Number:	TBD	
Policy Period:	From: January 21, 2022	To: January 21, 2023
Policy Limits:	$5,000,000	Per Occurrence
	$5,000,000	General Aggregate
	$5,000,000	Products Aggregate

Company:	Sovereign Insurance	
Coverage:	CGL	
Policy Number:	79848400	
Policy Period:	From: July 13, 2022	To: July 13, 2023
Policy Limits:	$5,000,000	Per Occurrence
	$5,000,000	General Aggregate
	$5,000,000	Products Aggregate

REVENUE:	$220,000,000
CURRENCY:	**CAD**
ADVANCED PREMIUM:	$80,700
MINIMUM PREMIUM:	$20,175
MINIMUM EARNED PREMIUM:	$20,175
COMMISSION:	12.5%

The above is subject to our receipt and satisfactory review of the following information:

Standard Terms and Conditions:

1) The premium is due 60 days from the effective date.
2) As part of the terms and conditions of your policy, Starr Insurance & Reinsurance Limited may perform an Environmental Risk Assessment (ERA) or other type of Loss Control Survey during the policy period. All surveys will be at Starr Insurance's cost. Adequate coordination and scheduling will be arranged between the Broker and the Insured prior to the visit.
3) **If an Additional Insured Endorsement is used on our policy, please note the following wordi**
   A) Due to the varying terms required by certificate holders, the obstacles when attempting to include contract language via a certificate of insurance and the difficulties involved when enforcing these requirements, Starr Insurance and Reinsurance Limited will not require copies of certificates of insurance on behalf of the named insured.
   Insured's are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates cannot be used to amend, expand, or otherwise alter the terms of the

Important: **In order to complete the underwriting process, we require that you send us the additional information requested at the beginning of this letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than 10 days. Such binding of coverages shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 10 days from the effective date of the binder. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.**

Thank you for selecting Starr Insurance and Reinsurance Limited as a market for your business. Please call with any questions.

Sincerely,

Robert Parisotto
Senior Underwriter - Casualty
Starr Insurance & Reinsurance Limited
200 King Street West, Suite 1200
Toronto, Ontario M5H 3T4
Tel: (416)-994-6023
robert.parisotto@starrcompanies.com

Brian Page

From: Brian Page
Sent: August 29, 2022 1:22 PM
To: 'Scott Hill'; Miles Hill
Cc: Mark Robinson
Subject: FW: URGENT: RE: Account Past due CAFO RE: 2496750 Ontario Inc. o/a Gen7 Fuel Management Services LP a/o Gen7 Logistics a/o OTE Logistics L

Importance: High

Good Day,
Rob Lowes was copied on this email and I trust he brought it to your attention.
If not here is the email just in case. Failure to rectify this could result in cancellation of the Fleet Insurance which may lead to seizure either by the MTO or equipment Finance Companies who require valid insurance be in force for the equipment they finance.
Please advise if you intend to pay this today or tomorrow.
I might be able to get you some time, but I need to know if you are paying this or if you intend on parking the equipment.

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

From: Allison Donaldson <Allison_Donaldson@ajg.com>
Sent: August 29, 2022 12:14 PM
To: Brian Page <brian.page@gen7fuel.com>; 'Rob Lowes' <rob.lowes@gen7fuel.com>
Cc: Rob Dempsey <Rob_Dempsey@ajg.com>
Subject: URGENT: RE: Account Past due CAFO RE: 2496750 Ontario Inc. o/a Gen7 Fuel Management Services LP a/o Gen7 Logistics a/o OTE Logistics L
Importance: High

Good Morning,

Please note that we have received a notification from CAFO Financing advising us that your August installment did not clear the bank and was not replaced. The account is now past due $45,778.02. Best and quickest method to rectify your account is to make an online bank payment for this amount of $45,778.02. To do this, please search for CAFO as the payee and then you can use your CAFO account number as the reference number. This number is 91-30-207836-8. Please confirm receipt of this email and advise when payment will be made to avoid any cancellations.

Thank you and we look forward to hearing back!

Allison Donaldson
Client Solutions Manager

Gallagher

Insurance | Risk Management | Consulting

D 519.286.1591
allison_donaldson@ajg.com

Gallagher
400-250 York Street, London, Ontario N6A 6K2
www.ajg.com/ca

2022 WORLD'S MOST ETHICAL COMPANIES™
WWW.ETHISPHERE.COM

Special Olympics

PROUD PARTNER OF SPECIAL OLYMPICS INTERNATIONAL

Arthur J. Gallagher Canada Limited

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https://cloud.cainfo.ajg.com/communications

Brian Page

From: Brian Page
Sent: August 30, 2022 10:50 AM
To: 'Scott Hill'
Subject: FW: Overdue Invoices for Professional Fees
Attachments: 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf

Good Morning Scott,
I am working on getting the Information Miles has requested regarding the outstanding Insurance Payments for both OTE (Property Coverage, Pollution Coverage and General Liability Coverage, plus the D&O Policy that protects the Directors of OTE from being sued personally), and for OTE Logistics (Truck and Tanker Insurance).
I should have a summary together for both of you today.
I am also following up on the above noted Invoices (Totaling $25,000.00) that remain outstanding and need to be paid today.
On August 24th at 4:22PM Miles noted that payment was "up to Scott".
Let me know if you will be paying this today.
Thank you,
Brian Page

EFT can be sent to:
Bank # - 002
Transit # - 00117
Account # 0067016
Credit: 11222074 Canada Ltd.
420 Cambridge Street
Winnipeg, MB R3M 3G7

From: Brian Page
Sent: August 22, 2022 10:04 AM
To: 'Scott Hill' <scott.hill@originaltradersenergy.com>
Cc: Miles Hill <miles77x@gmail.com>
Subject: Overdue Invoices for Professional Fees

Good Morning Scott,
The attached invoices are now past due and 11222074 Canada is demanding they be paid immediately.

EFT can be sent to:
Bank # - 002
Transit # - 00117
Account # 0067016
Credit: 11222074 Canada Ltd.
420 Cambridge Street
Winnipeg, MB R3M 3G7

If you have any questions please do not hesitate to reach out to me, otherwise please provide a copy of the EFT Payment for our records.
Regards,

Brian J. Page
President
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193

Brian Page

From: Brian Page
Sent: September 1, 2022 11:17 AM
To: 'Scott Hill'
Subject: FW: Overdue Invoices for Professional Fees
Attachments: 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf

Good Morning Scott,
I have not seen a response regarding these outstanding Invoices.
Please be advised that cancellation of the Insurance for OTE Sites and for the Officers and Directors Liability coverage for Miles and yourself could be cancelled as early as tomorrow if payment is not made.

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

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Brian J. Page
President
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193

OTE LOGISTICS

Brian Page

From: Brian Page
Sent: September 14, 2022 7:48 PM
To: 'Scott Hill'
Subject: FW: Overdue Invoices for Professional Fees
Attachments: 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf; Invoice G757.xls; Invoice G758.xls; Invoice G759.xls; Invoice G760.xls

Good Evening Scott,
I am following up on this correspondence sent September 1st 2022. As you recall Miles in his email to me on August 24th commented that payment was "up to Scott". In addition to this initial 5 Invoices (G752 to G756), an additional 4 Invoices are now outstanding (G757 to G760) and need to be paid immediately.
I have attached these for you to review.
If at any time you wish to cancel the Management Services Agreement between 11222074 and GEN7/OTE Logistics please let me know.
Regards,

Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

From: Brian Page
Sent: September 1, 2022 11:17 AM
To: 'Scott Hill' <scott.hill@originaltradersenergy.com>
Subject: FW: Overdue Invoices for Professional Fees

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Brian J. Page
President
A-1110 Highway 54
Caledonia, Ontario
N3W 2G9
Direct Line: (289) 787-0340

O: (519) 512-2245
C: (204) 229-2193

OTE LOGISTICS

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Subject: FW: Overdue Invoices for Professional Fees

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Brian Page

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Transit # - 00117
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Credit: 11222074 Canada Ltd.
420 Cambridge Street
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From: Brian Page
Sent: August 22, 2022 10:04 AM
To: 'Scott Hill' <scott.hill@originaltradersenergy.com>
Cc: Miles Hill <miles77x@gmail.com>
Subject: Overdue Invoices for Professional Fees

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Transit # - 00117
Account # 0067016
Credit: 11222074 Canada Ltd.
420 Cambridge Street
Winnipeg, MB R3M 3G7

If you have any questions please do not hesitate to reach out to me, otherwise please provide a copy of the EFT Payment for our records.
Regards,

Brian J. Page
President
Direct Line: (289) 787-0340
O: (519) 512-2245
C: (204) 229-2193
OTE LOGISTICS

11222074 Canada Ltd.

Invoice No. G757

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name	Gen7 Fuel Management
Address	3-1110 Highway 54
City	Caledonia State ON ZIP N3W 2G9
Phone	

Date	2022-08-24
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 08/14/22 to 08/20/22	$5,000.00	$5,000.00
	Payable to 11222074 Canada Ltd. EFT can be sent to: Bank # - 002 Transit # - 00117 Acount # 0067016 Credit: 11222074 Canada Ltd. 420 Cambridge Street Winnipeg, MB R3M 3G7 Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

Thank you!

11222074 Canada Ltd.

Invoice No. G758

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-08-30
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 08/21/22 to 08/27/22	$5,000.00	$5,000.00
	Payable to 11222074 Canada Ltd. EFT can be sent to: Bank # - 002 Transit # - 00117 Acount # 0067016 Credit: 11222074 Canada Ltd. 420 Cambridge Street Winnipeg, MB R3M 3G7 Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank you!

11222074 Canada Ltd.

Invoice No. G759

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-09-06
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 08/28/22 to 09/03/22	$5,000.00	$5,000.00
	Payable to 11222074 Canada Ltd. EFT can be sent to: Bank # - 002 Transit # - 00117 Acount # 0067016 Credit: 11222074 Canada Ltd. 420 Cambridge Street Winnipeg, MB R3M 3G7 Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank you!

11222074 Canada Ltd.

Invoice No. G760

420 Cambridge Street
Winnipeg, MB R3M 3G7
(204) 229-2193

INVOICE

Customer

Name: Gen7 Fuel Management
Address: 3-1110 Highway 54
City: Caledonia State: ON ZIP: N3W 2G9
Phone:

Date: 2022-09-13
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x $100.00 per hour Period 09/04/22 to 09/10/22	$5,000.00	$5,000.00
	Payable to 11222074 Canada Ltd. EFT can be sent to: Bank # - 002 Transit # - 00117 Acount # 0067016 Credit: 11222074 Canada Ltd. 420 Cambridge Street Winnipeg, MB R3M 3G7 Professional Fees		

	SubTotal	$5,000.00
	Shipping & Handling	$0.00
Taxes	PST	$0.00
	GST	$0.00
	TOTAL	$5,000.00

Payment Details

- ○ Cash
- ◉ Charge
- ○ Credit Card

Name
CC #
Expires

Office Use Only

Thank you!

Scott Hill Exhibit 1 Page 1

Brian Page

From: Scott Hill <scott.hill@originaltradersenergy.com>
Sent: August 4, 2022 12:27 PM
To: Brian Page; Miles Hill
Cc: Glenn Page; Sandra Smoke; gary.loft
Subject: RE: Equipment Payments and Insurance Payment

Thanks for the information Brian, please forward contacts, contracts and any documentation and our team will look after everything.

Unfortunately RBC is scrutinizing every single transaction going through ALL of our accounts right now.

Thanks,
Scott Hill
VP Development
Original Traders Energy
Cell: 519 717 0968
Office: 519 512 2245 Ext 202

OTE ORIGINAL TRADERS ENERGY

www.originaltradersenergy.com

From: Brian Page <brian.page@otelogistics.ca>
Sent: August 4, 2022 10:54 AM
To: Miles Hill <miles77x@gmail.com>; Scott Hill <scott.hill@originaltradersenergy.com>
Cc: Glenn Page <Glenn@gpmcholdings.ca>
Subject: Equipment Payments and Insurance Payment

Miles/Scott
On Tuesday August 2nd approximately $77,394.92 in Payments for Equipment such as Tractors, Pumper Units and Tankers were to be debited from the RBC Bank Account for Logistics.
Yesterday, a payment of $44,196.15 to keep the company's Insurance in good standing was to be debited from the RBC Bank Account for Logistics.
Please confirm if these debits came out as I am just starting to receive emails and a phone call from one Lender (Canadian Western Bank) who is claiming their PAD was rejected.
Obviously we do not want to see this escalate to the point where a Bailiff is engaged to take possession of certain equipment but it is a possibility if payments are not restored.
Also if our Insurance is cancelled we cannot operate on Ontario roads.
There would have been more than $1,000,000 in the Bank as of Tuesday August 2nd based on my calculations.
Please confirm if these amounts came out of our account.
Thank you,

Brian J. Page

Miles Hill
Exhibit 2 Pg 1

Brian Page

From: Miles Hill <miles77x@gmail.com>
Sent: August 24, 2022 4:22 PM
To: Brian Page
Cc: Scott Hill
Subject: Re: Overdue Invoices for Professional Fees

Hi Brian

IF you was working for me you wouldn't be making that kinda monies for starters

up to Scott as I was brought in to this BS

On Mon, Aug 22, 2022 at 3:08 PM Brian Page <brian.page@otelogistics.ca> wrote:

Hi Miles,

I have replied to your email regarding the Operating Results for OTE Logistics sent Wednesday of last week.

The Company 11222074 Canada is my Management Services Company who was contracted to provide services to GEN7 Fuel Management LP and it's successor Company OTE Logistics LP.

The rate established was 50 Hours per week at $100 per hour.

Records of Payment verifying this are easily accessible to you as you seem to have taken control of the Banking for OTE Logistics.

The Royal Bank is telling me that in order to gain access I must speak with one of you.

Let me know when you are paying these bills.

Brian J. Page

President

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193

OTE LOGISTICS

E 2
Pg 2

From: Miles Hill <miles77x@gmail.com>
Sent: August 22, 2022 10:34 AM
To: Brian Page <brian.page@otelogistics.ca>
Cc: Scott Hill <scott.hill@originaltradersenergy.com>
Subject: Re: Overdue Invoices for Professional Fees

Hi Brian

The attached invoices are now past due and The attached invoices are now past due and 11222074 Canada is demanding they be paid immediately. is demanding they be paid immediately.

What is this company 11222074 Canada THEY AND DEMANDING ??

What have they done ??

50 hrs for what ?

You still not answering my last questions ?

E 2
Pg 3

On Wed, Aug 17, 2022 at 4:06 PM Brian Page <brian.page@otelogistics.ca> wrote:

Good Afternoon,

Attached please find the July and three month results for the Logistics Business.

Year to date profit is currently $2,000,452.24

Revenue improved June to July due to 5 Billing Periods in July vs. June.

Purchased Transportation was down slightly, however we saw large increases in Truck Maintenance and Trailer Maintenance costs.

Driver wages were down slightly, but based on the number of empty or not used trucks sitting in the yards, there appears to be a shortage of drivers.

I will continue to generate the billing for the Logistics Business, however a decision needs to be made on who will be compiling the books and records of

the business given lack of payment to our previous accounting provider and their unwillingness to continue performing the function.

I will await your comments and input and would be happy to respond to any questions.

Brian J. Page

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193

OTE
LOGISTICS

E2
Pg 4

Brian Page

From: Miles Hill <miles77x@gmail.com>
Sent: August 17, 2022 4:33 PM
To: Brian Page
Cc: Scott Hill
Subject: Re: July 2022 Financial Statements OTE Logistics (Formerly GEN7 Fuel Management LP)

Hi Brian

Year to date profit is currently $2,000,452.24 **where did this number come from ??**

Revenue improved June to July due to 5 Billing Periods in July vs. June. **What do you mean ?? where are invoices and or bills to back this up**

large increases in Truck Maintenance and Trailer Maintenance costs **maybe because of lack of maintenance and doing it right now or because of a bear and or moose**

however a decision needs to be made on who will be compiling the books and records of

the business **This will be getting done on Six Nations Territory as it is a native owned company NOT IN BURLINGTON OFFICE** given lack of payment **WHY A lack of payment ??** to our previous accounting provider and their unwillingness to continue performing the function ***What accountant provider ??***

What is Professional service ? *need invoices to back this up*

further more need invoices or bills to back ALL numbers up

Keep me post

Miles Hill

miles Hill
Exhibit 3 pg1

Brian Page

From: Miles Hill <miles77x@gmail.com> ✓
Sent: September 8, 2022 4:52 PM
To: Brian Page
Cc: Sandra Smoke; Scott Hill; Austin Hill; Gary Loft
Subject: Re: FW: OTE AR report

Brian

BAD afternoon to fuck with me
thats what you should say as in good afternoon

Tell GEN 7 to pay there FUCKEN BILLS OVER 8 MILLION LATE, LATE Payment fee 160,010.36 plus 60,010.36 USD TO OTE USA FOR BRIAN AND GLENNS fuck ups look in the mirrior that who you Blame

Not the Blame Game again by you 2

ask your brother to pay OTE

24k a month for a boat for a 12 month period (ESSEX THEN PAY IT OFF) and pay for the boat an taxes to bout on top of that with OTE monies AGAIN YOU SIGNED THIS DEAL with out Scott and I KNOWING

OTE interest rate isnt 2 % IT'S gonna be a lot higher than that

Lot more to come as I told you Im gonna dig to find every penny

I call A spade A spade no sugar coating or scamming things BY ME

Miles

On Thu, Sep 8, 2022 at 3:59 PM Brian Page <brian.page@otelogistics.ca> wrote:

Afternoon Miles,

Looks like your brother decided to take a couple of days off and not pay bills. Hopefully he enjoys himself as it just cost the company $60K US.

Brian Page

✓ = emails to be included.

From: Derek Lynch <derek.lynch@otefuel.com> ✓
Sent: September 8, 2022 11:50 AM
To: Sandra Smoke <sandra.smoke@originaltradersenergy.com>; Scott Hill <scott.hill@originaltradersenergy.com> ✓

E 3 pg 2

Cc: Austin Hill <austin.hill@originaltradersenergy.com>; 'Gary Loft' <Gary.Loft@originaltradersenergy.com>
Subject: OTE AR report

Good Morning OTE,

Based on yesterday's aging and assuming no payments today or tomorrow, a 2% late fee/ Reactivation fee in the amount of $60,010.36 will need to be paid in addition to your payments. Please be advised them that on Monday September 12th you will have to make a payment of $4,755,278.43 which includes the outstanding amount of $4,695,268.07 plus a late fee of $60,010.36. This penalty can be avoided by making payment today in the amount of $1,270,757.76 and tomorrow in the amount of $1,230,178.23

Cheers!

Derek Lynch

Import/Export Co-Ordinator

C: 517-512-0071

OTE USA
1504 E Grand River Ave, Suite 200
East Lansing, MI 48823

otefuel.com

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
ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.

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

Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF BRIAN PAGE

Paliare Roland Rosenberg Rothstein LLP
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Toronto ON M5V 3H1
Tel: 416.646.4300

Massimo (Max) Starnino (LSO #41048G)
Tel: 416.646.7431
max.starnino@paliareroland.com

Joseph Berger (LSO #70822S)
Tel: 416.646.6351
joseph.berger@paliareroland.com

Lawyers for OTE USA LLC

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

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.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF OTE USA LLC
(Production of Documents)

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155 Wellington Street West, 35th Floor
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Fax: 416.646.4301

Massimo (Max) Starnino (LSO# 41048G)
Tel: 416.646.7431
max.starnino@paliareroland.com

Joseph Berger (LSO# 70822S)
Tel: 416.646.6351
joseph.berger@paliareroland.com

Counsel for OTE USA LLC