

**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

**MOTION RECORD OF THE MONITOR, KPMG INC.
(Mareva Injunction, returnable November 10, 2023)**

November 8, 2023

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I N D E X

TAB	DOCUMENT
1.	Notice of Motion
2.	Amended Endorsement of Justice Osborne dated March 21, 2023
3.	Initial Mareva Order dated March 15, 2023
4.	Monitor's Enhanced Powers and Amended Bid Process Approval Order dated October 12, 2023
5.	Sixth Report of the Monitor, KPMG Inc.
6.	Draft Order
7.	Draft Order Blackline to Model Mareva Order

TAB 1

**ONTARIO
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Applicants

**NOTICE OF MOTION
(Mareva Injunction)**

KPMG Inc. (“**KPMG**”), in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively, the “**OTE Group**”) in these proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), will make a motion to a Judge of the Ontario Superior Court (Commercial List) (the “**Court**”), on November 10, 2023, at 11:30am, at the Courthouse at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: As directed by the Court.

THE MOTION IS FOR:

1. An order, in the form of an Order provided with the Monitor’s Motion Record, expanding and extending the Initial Mareva Order (defined below) to restrain Glenn Page (“**Page**”), Mandy Cox (“**Cox**”) and 2658658 Ontario Inc. (“**265**” and with Page and Cox, collectively, the “**Mareva Respondents**”), as well as any other person or entity acting on their behalf

or at their direction or, in conjunction with any of them directly or indirectly, and all other persons to whom notice of such an Order may be given, from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of the Mareva Respondents' assets, including real property, bank accounts, insurance policies, annuities and other assets held by them or by any other person or entity on their behalf, wherever so located, without leave of this Court.

2. An order, in the form of an Order provided with the Monitor's Motion Record, expanding and extending the Initial Mareva Order to require the Mareva Respondents to each prepare and provide to the Monitor a sworn affidavit or statement within ten days describing the nature, value and location of all of their assets wherever located, whether in their own name or not and whether solely or jointly owned or whether held in trust for any other party.
3. An order, in the form of an Order provided with the Monitor's Motion Record, expanding and extending the other provisions of the Initial Mareva Order to apply all of the assets of the Mareva Respondents, wherever located, based on the provisions of the Commercial List model Mareva Order, as revised for applicability to this motion.
4. An order under Rule 40.03 of the *Rules of Civil Procedure* dispensing the requirement that the Monitor, as an officer of the Court, provide an undertaking as to damages in respect of the Mareva Order sought.
5. An Order dispensing with service of this notice of motion and permitting the matter to be heard on short notice.
6. The costs of this motion on the appropriate scale.

7. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. The OTE Group functions as a wholesale fuel supplier which services mainly First Nations' petroleum stations and First Nations' communities across Ontario. The OTE group is constituted as follows:
 - (a) Original Traders Energy LP ("**OTE LP**"), which was created under the *Limited Partnership Act* (Ontario) on August 30, 2017.
 - (b) Original Traders Energy Ltd. ("**OTE GP**"), the general partner of OTE LP, which was initially incorporated under the *Business Corporations Act* (Ontario) on July 5, 2017.
 - (c) Gen 7 Fuel Management Services LP ("**Gen 7**"), which was established on April 24, 2018 under the *Limited Partnership Act* (Ontario). As of January 20, 2022, Gen 7's current name is OTE Logistics.
 - (d) 2496750 Ontario Ltd., the general partner of Gen 7, which was incorporated under the *Business Corporations Act* (Ontario) on December 17, 2015.
2. The OTE Group has serviced or currently services gas stations throughout Southern Ontario. Most of these gas stations are situated across nine different First Nations reserves in Southern Ontario.

3. The serious financial difficulties faced by the OTE Group were triggered in part by significant executive misconduct. The primary executive misconduct is attributable to the former president of OTE GP, Page, among other of his associates and entities, including his spouse, Cox and one or more corporations held or controlled by Page, including 265.
4. As set out in greater detail below, the OTE Group is missing significant portions of their books and records. Financial information and records of the OTE Group for the entire period from January of 2021 to August of 2022 are unreliable and incomplete.
5. On January 30, 2023, the Honourable Justice Osborne granted an initial order under the CCAA (the “**Initial Order**”) which, among other things, provided protection to the OTE Group under the CCAA, appointed KPMG as the Monitor, and granted certain investigatory powers to the Monitor given the inability to locate many of the books and records of the OTE Group.
6. The Monitor has used, and continues to use, these investigatory powers to investigate the misconduct for the benefit of the stakeholders of the OTE Group.
7. On March 15, 2023 the Court (Osborne J) issued a freezing order in respect of certain property of the Mareva Respondents (the “**Initial Mareva Order**”). The scope of and circumstances leading to the Initial Mareva Order are detailed below.
8. On October 12, 2023, the Court issued the following additional Orders:
 - (a) An Order, among other things, providing the Monitor with enhanced powers in connection with the business and property of the OTE Group, including to manage

and operate the business of the OTE Group and to “preserve and protect” the property of the OTE Group.

- (b) An Order, among other things, extending the stay period and approving the activities of the Monitor.

Initial Mareva Order

- 9. On October 12, 2022, OTE Logistics, Scott Hill and Miles Hill commenced an action in this Court, bearing court file number Court File No. CV-22- 00688572-0000, against Page, Cox and twenty-two other defendants (the “**Page Claim Defendants**”) alleging, among other things, unjust enrichment, fraud, breach of fiduciary duty, breach of statutory duty and breach of contract (the “**Page Claim**”).
- 10. As pleaded in the Page Claim, in 2021 Page and Cox purchased, through 265, a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named “Cuz We Can” (the “**Yacht**”), using funds wire transferred from OTE LP’s account, and caused OTE Logistics to guarantee a chattel mortgage secured by the vessel. In addition, a directors’ resolution of OTE Logistics to authorize its guarantee of debts in respect of the purchase of the Italian Yacht was inappropriately provided by Brian Page, Page’s brother and one of the Page Claim Defendants.
- 11. On March 15, 2023, the OTE Group successfully obtained the Initial Mareva Order as against the Mareva Respondents in respect of the Yacht.
- 12. The OTE Group’s position on that motion was as follows:

- (a) The OTE Group was seeking an injunction restraining the Mareva Respondents, and those acting on their behalf or alongside them, from directly or indirectly selling, transferring, encumbering or dealing with the Yacht.
 - (b) At least USD \$3,675,687.05 of OTE Group funds were used to purchase the Yacht, owned by 265.¹
 - (c) The Mareva Respondents controlled the Yacht, which was up for sale with multiple brokers (with active listings at the time of the hearing of the motion).
 - (d) The Mareva Respondents caused a deregistration of the Yacht from Canada, changed its name, and had taken other steps all to try to remove the asset from the control or reach of the OTE Group. Further, on the date of hearing the motion for the Initial Mareva Order, counsel for Page confirmed the Yacht was at sea and being sailed from Florida to the Bahamas at the time of the hearing.
 - (e) The Mareva Respondents forged certain documents to fund the purchase of the Yacht, and were otherwise trying to frustrate the efforts of the OTE Group and the Monitor to investigate the use of OTE Group funds, the purchase of the Yacht and the whereabouts of the Yacht.
13. In granting the Initial Mareva Order, Osborne J accepted the Applicants' position and evidence. In particular, Osborne J accepted for the purposes of that motion that a strong *prima facie* case had been made out, including that:

¹ Osborne J found that 265 is an entity owned and/or controlled by Page and Cox, both of whom are directors of 265.

- (a) The Mareva Respondents transferred funds or permitted and authorized the transfer of funds from OTE Group accounts, inappropriately and without the right to do so.
 - (b) The Mareva Respondents used those funds to purchase the Yacht, in part through the alleged misuse of the signing authority of Page at OTE Logistics.
 - (c) The OTE Group received no benefit or consideration for these fund transfers.
 - (d) The Mareva Respondents further fraudulently executed and forged signatures on documents to Essex, the party that provided financing for the Yacht.
14. On the motion, Mareva Respondents submitted that the transfers of funds did not constitute strong *prima facie* evidence of fraud, “since they could be said to be distributions of profits to which the Respondents were entitled.” Osborne J rejected this submission outright. In doing so, His Honour held:
- (a) The books and records of the OTE Group are incomplete and lacking.
 - (b) There was no evidence of resolutions, meeting minutes, correspondence or any documents demonstrating or even suggesting the transfers were in fact, or were even intended to be, distributions of profit or income.
 - (c) There was no evidence of any corresponding distributions, at the same time or in the same amount, to the other partners who presumably would have been entitled to the same distribution.
 - (d) There was no evidence that the partnership had, at the time of the impugned transfers, sufficient profits to fund such distributions in any event.

- (e) Finally, even if the Mareva Respondents were entitled to distributions of profit that the relevant time, it did not follow that they were somehow entitled to simply take funds and apply them for their own uses.
15. For these and other reasons, Osborne J. held there was a strong *prima facie* case of fraud on the part of the Mareva Respondents, and granted the Initial Mareva Order.
16. Following the Initial Mareva Order, the Monitor learned from Page’s counsel that Page caused 265 to transfer title and mortgage to the Yacht to his related entities, GPMC Holdings International Inc. (“**GPMC International**”) and CWC International, Inc. (“**CWC**”).
17. In particular, the Monitor learned that Page caused 265 to transfer title to the Yacht on October 20, 2022 to GPMC International for US\$3,150,000. The very next day, GPMC International transferred the Yacht to CWC for US\$3,000,000, pursuant to a transaction in which GPMC International purportedly loaned CWC the amount of USD\$2,700,000 to facilitate the purchase of the Yacht and placed a mortgage against the Yacht in November 2022. The loan agreement is executed by Page as director of GPMC International and by Cox as director of CWC.
18. In July 2023, this Court authorized the Monitor to engage in a sales process for the Yacht. The sales process is ongoing, as described in the Sixth Report of the Monitor.

The Monitor Discovers Broader Suspicious Transactions Involving the Mareva Respondents

19. The Monitor has uncovered evidence – as detailed in the Monitor's Sixth Report, filed in conjunction with this motion – that the suspected fraudulent transactions on the part of the Mareva Respondents extended well beyond the Yacht.
20. Rather, as they did with the Yacht, the Mareva Respondents or some of them appear to have engaged in a pattern of improper conduct – directing company funds to fund lavish personal expenses, all while taking steps (primarily Page) to compromise the quality and availability of the Applicants' books and records documenting those personal expenses. Many of these expenses are detailed in the Monitor's Sixth Report. The Monitor is continuing its investigation in all regards.

AirSprint Proceeds

21. The Monitor discovered that between March 2021 and June 2022, approximately USD \$6,864,425 and approximately CAD \$1,057,681 was wired by OTE Group entities to AirSprint – a private jet company.
22. In connection with its investigation and pursuant to the Information Order granted by this Court on April 27, 2023, the Monitor received information from AirSprint, including certain flight manifests identifying individuals who travelled with AirSprint from April 20, 2021 to February 23, 2023.
23. The flight manifests contained a list of 245 flights with 110 individual passengers. Of the 110 passengers on the flight manifests, only approximately 10% were employees of the OTE Group. The Monitor identified 23 individuals that covered the 245 flights.

24. The Mareva Respondents Cox and Page were among the 23 employee individuals, and were on 101 and 138 of the 245 flights, respectively.
25. The flight manifests also outlined several flights to locations in which OTE Group does not have any operations, such as St. Lucia, Turks and Caicos, and the Balearic Islands. The Monitor is unaware of any legitimate business reason why aircraft paid for with the OTE Group's funds would have been used for travel to these and many of the other listed locations.
26. The Mareva Respondents have attempted to frustrate the Monitor's ability to obtain further information relating to the usage of the AirSprint aircraft. In particular, in late September 2023, the Monitor received letters from counsel to the Mareva Respondents asserting that the Monitor does not have the powers to compel the production of information certain letters to AirSprint because such information does not constitute "Requested Information" as set out in the Amended and Restated Initial Order. The Monitor has disputed this position.

BodyHoliday Spa

27. The Monitor discovered that in August 2021, Page and Cox authorized the transfer of USD\$1,000,000 from OTE Group to BodyHoliday Spa – a luxury wellness resort in St. Lucia.²

² BodyHoliday Spa has since indicated to the Monitor that only USD \$100,000 should have been sent. The Monitor was advised by that the amount of USD \$575,408 was wired back to the OTE Group once the error was discovered. The Monitor was also advised that the remaining amount of USD \$424,592 was held by BodyHoliday Spa to cover the additional deposits that would have otherwise been required to be paid by the OTE Group on their booking.

Other Suspected Fraudulent, Improper, or Suspicious Transactions

28. To date, the Monitor has identified numerous other suspicious transactions involving the Mareva Respondents to fund personal expenses, as detailed in the Monitor's Sixth Report. The suspicious transactions, and the beneficiary(ies) to whom the payments were made or in respect of whom the benefits thereof were apparently received, are outlined in the Monitor's Sixth Report. The Monitor notes that these payments and transfers were made at a time when the OTE Group entities were likely insolvent as they were not meeting their tax obligations based upon claims that have been asserted by the Minister of Finance and the Canada Revenue Agency as part of the Court-ordered claims procedure in these CCAA Proceedings. A summary of such transfers and transactions is set out below:

Beneficiary Category	Amount	
Suspected fraudulent, improper, or suspicious payments or transfers		
G.Page and related entities		
AirSprint	9,032,298	
Direct Cheques and Bank Wires	1,281,426	
Pride Marine	4,227,335	
Marine related transactions	207,930	
Custom home builders	500,306	
Furnishing / pool / decking / fence / contracting companies	325,627	
St. Lucia resorts	638,579	
Italian wedding	147,692	
RV camping / cottage resorts	142,868	
Receiver General/CRA	79,000	
G.Page and related entities total		16,583,061
Mr Scott Hill		3,160,752
Mr Miles Hill		2,976,335
Other disbursements to known beneficiaries under review		
G.Page and related entities		
Gpmc Holdings (2658658 Ontario Inc)	896,067	
IMA Enterprises Inc.	83,500	
2772618 Ontario Inc.	68,555	
2693472 Ontario Inc.	110,642	
G.Page and related entities total		1,158,763
B.Page and related entities		
Mr Brian Page	142,286	
11222074 Canada Ltd (Brian Page)	47,350	
7069847 Canada Inc. (Brian Page)	32,651	
B.Page and related entities total		222,287
M.Cox and related entities		
Ms Mandy Cox	13,157	
Picassofish (Mandy Cox)	77,401	
M.Cox and related entities total		90,558
Other disbursements to unknown beneficiaries		
Airsprint - Estimated operating costs	1,437,196	
Other related party disbursements	1,506,738	
Custom home builders	425,581	
Furnishing / contracting companies	377,791	
Italian venues / vendors / restaurants	313,392	
Cigarette manufacturers	233,494	
Total other disbursements		4,294,192
Total		28,485,948

* USD transactions have been adjusted for FX as at 10/03/2023 per foreign exchange rate from the Bank of Canada of 1.3711

**These bank disbursements above exclude any review of payroll or credit card payments

29. As further detailed in the Monitor's Sixth Report, to identify beneficiaries tied to the suspicious transactions, the Monitor relied on additional information in documents located by the Monitor. For example:
- (a) For the \$500,306 charge related to "Custom home builders", the Monitor discovered emails between Page and the vendor for personal home renovations (for his and Cox's residential property at 118 Main Street North, Waterdown, Ontario) around the time of the charge, a construction agreement for the renovations, emails from Page indicating he made the payments from the OTE Group's business account, and emails from Page instructing OTE Group employees to send payments to the vendor.
 - (b) Similarly, with respect to the \$325,627 charge for "Furnishing / pool / decking / fence / contracting companies", Page and the vendors corresponded over email about hiring various contractors for his home at the relevant time. Page also sent emails instructing payments be charged to OTE Group accounts.
 - (c) As for the "Italian wedding" expenses, Page and Cox were in (and got married in) Italy at and around the same time as the relevant expenses (generally attributable to hotel and restaurant expenses in Italy, with correspondence from Page in respect of the expenses).
 - (d) Over \$1.1 million was paid to 265, IMA Enterprises Inc., 2772618 Ontario Inc., and 2693472 Ontario Inc. for which the Monitor is continuing to investigate the

nature and rationale to determine if the amounts were paid for any legitimate business purpose. Page is listed as a director and officer of each of these entities.

- (e) Over \$90,000 was paid from OTE Group accounts to Cox and Picassofish – a company for which Cox is the director and officer – for which the Monitor is continuing to investigate the nature and rationale to determine if the amounts were paid for any legitimate business purpose.
30. These suspicious transactions noted above are those for which the Monitor has been able to identify a beneficiary based on its investigation to date, but are not all of the suspicious transactions identified or believed to have occurred. The Monitor’s investigation is ongoing. Even with the books and records eventually recovered thus far by the Monitor, it has identified a list of other disbursements related to 493 transactions in the amount of approximately \$59 million (separate from the summary above) for which no supporting documentation has been located by the OTE Group or the Monitor yet.

Page Compromised the Applicants’ Books and Records to Cover the Mareva Respondents Tracks

31. Page has attempted to compromise the quality of the OTE Group’s books and records. For example, the Monitor understands that:
- (a) Page primarily held custody over the business records of the OTE Group at an office he had set up in Burlington, Ontario. The OTE Group’s personnel did not have access to that office or to many business records that were under Page’s control, including accounting, payroll, purchasing, logistics, IT services, document creation and retention, and email communications.

- (b) Page and others directed by him frustrated and delayed efforts by the OTE Group's personnel to obtain user credentials and authorizations to control and maintain their business information systems. In particular, Page had control of OTE Group personnel access credentials and authorizations and terminated them.
 - (c) When the OTE Group's personnel were eventually able to obtain user credentials for and control over its business information systems, they and the Monitor discovered that Page and others directed by him had deleted the contents of their email inboxes for OTE LP and OTE Logistics.
32. The Monitor has been contacted by the Ontario Provincial Police (the "**OPP**") in respect of the OPP's investigation relation to Page and missing computer data. The Monitor does not currently have further details regarding the OPP's investigation.

Page Forged Financial Statements to Third Parties

33. As a result of the compromised books and records, with its investigatory powers and in an effort to establish a more complete set of books and records, the Monitor sent several information request letters to parties who may have been in possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group.
34. In doing so, the Monitor discovered that on top of frustrating the OTE Group's records, Page appears to have forged documents from third parties related to the OTE Group's financial affairs.

35. For example, the Monitor understands that in June 2022, Page provided to Royal Bank of Canada (“**RBC**”), a secured creditor of the OTE Group, certain unaudited statements of OTE LP dated December 31, 2021 in response to its request for financial disclosure. Those financial statements appeared to be on the letterhead of OTE LP’s auditors, Pettinelli Mastroluisi (“**Pettinelli**”). Pettinelli advised the Monitor it never issued such financial statements and denied to the Monitor that the financial statements presented to them on their letterhead were ever created by Pettinelli.
36. The Monitor’s investigation to date leads the Monitor to the conclusion that the Mareva Respondents engaged in a series of suspected fraudulent or improper personal transactions using OTE Group funds, and compromised company records to cover their tracks.

Page and Cox Sell Their Home

37. In light of the aforementioned suspected fraudulent or improper transactions and activities by the Mareva Respondents, the Monitor requires urgent relief to prevent further dissipation of assets. During the Monitor’s investigation of the improper transactions, the Monitor discovered that Page and Cox sold their home, the closing of which could be imminent.
38. Public sources state that Page’s and Cox’s home – located at 118 Main Street North, Waterdown, Ontario – was listed for sale on August 14, 2023. They also state that the home was sold for \$3.8M on September 4, 2023.
39. The Monitor reviewed the parcel register for the home, which as at November 8, 2023, indicates the home is still under Page’s and Cox’s name. The parcel register also indicates

that the charge that Page and Cox previously registered against the home was discharged in November 2022.

40. The Monitor is very concerned that the closing date for the sale of the home may be imminent (the Monitor has not been able to determine the closing date from public sources), and once Page and Cox receive the closing funds, there is a significant risk, based on their past conduct and their likely knowledge of the activities of the Monitor, that Page and Cox will endeavour to move, dissipate, or attempt to hide those funds. Indeed, there was a similar risk at play before Osborne J. in connection with the Initial Mareva Order, where the Mareva Respondents were actively trying to sell the Yacht. Only now, the relevant sale already appears to have happened but has not yet closed. The need for relief from this Court is therefore urgent.
41. The Monitor has established a strong *prima facie* case of fraud and breach of fiduciary duty (as applicable) against the Mareva Respondents.
42. Given the suspicious manner in which funds were extracted from the OTE Group, there is a real risk that the Mareva Respondents will permanently abscond with these funds or endeavour to move, dissipate or attempt to hide those funds, assets bought with or traceable to those funds, and their assets or assets held on their behalf, in order to avoid enforcement of any remedies, orders or judgments that may be granted against them. Therefore, a Mareva injunction is necessary and appropriate. This real risk is compounded by the recent sale of Page's and Cox's home.
43. There is no known prejudice that would be suffered by the Mareva Respondents if the assets were frozen on an interim basis to allow the Monitor to further investigate and trace

funds transferred from the OTE Group to the benefit of the Mareva Respondents. On the other hand, if the funds are not preserved and frozen, the OTE Group and its stakeholders may suffer substantial and irreparable harm, including financial harm that cannot be compensated for in damages because the Mareva Respondents may have moved their assets beyond this Court's reach, or otherwise dissipated or secreted them. In connection with its role as a Court officer and its duty to protect and preserve the property of the OTE Group, the Monitor believes that the Order sought is necessary and appropriate in the circumstances and at this time, and in the best interests of the OTE Group and its stakeholders.

44. In the circumstances, as an officer of the Court seeking to protect the interests of OTE Group stakeholders, the Monitor should be relieved of the provisions of Rule 40.03 of the Rules of Civil Procedure in respect of an Undertaking as to Damages.
45. In all the circumstances, it is just and equitable for the Order sought to be granted.
46. This Motion and the Monitor's Sixth Report have been served only on counsel for the Mareva Respondents and counsel for the OTE Group and have not yet been made publicly available on the Monitor's Website pending the hearing of this motion or further direction of the Court.

Authorities

47. Rules 1.04, 2.01, 2.03, 3.02, 37, 39, 40, and 57 of the *Rules of Civil Procedure*, RRO 1990, Reg 194.
48. Sections 96 and 101 of the *Courts of Justice Act*, RSO 1990, c C. 43.

49. The CCAA, including without limitation section 23(1)(k).
50. The statutory, inherent, and equitable jurisdiction of this Honourable Court.
51. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

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

1. The Sixth Report of the Monitor, including its specific references therein to other sources, and the appendices to the Sixth Report.
2. Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

November 8, 2023

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IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED
AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. and 2496750 ONTARIO INC.
Court File No. CV-23-00693758-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION
(Mareva Injunction)

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TAB 2

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

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

RE: Original Traders Energy Ltd., Applicant

BEFORE: Osborne J.

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

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

Natai Shelsen, on behalf of Mandy Cox

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

Melanie Fishbein, on behalf of Essex Financial

Doug Smith, on behalf of Royal Bank of Canada

Steven Groeneveld, on behalf of Ministry of Finance

HEARD: March 15, 2023

ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mareva Injunction

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

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

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

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

- (a) a strong *prima facie* case;
- (b) particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;
- (c) some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);
- (d) some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;
- (e) proof of irreparable harm if the injunctive relief is not granted;
- (f) the balance of convenience favours the granting of the relief; and
- (g) an undertaking as to damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[26] I do not accept the appellant's assertion. I recognize that in *Chitel* the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.

[27] However, a court's *in personam* jurisdiction over a defendant justifying the issuance of a *Mareva* injunction is not dependent, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.

[28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory injunction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".

[29] A *Mareva* injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.

[30] The availability of the equitable remedy of a *Mareva* injunction in England has evolved. This evolution was commented on by Sharpe J.A. in *Injunctions and Specific Performance*, looseleaf (Toronto: Canada Law Book, 2015), where he observed, at para. 2.910, the following:

The strict rule requiring assets in the jurisdiction has now been abandoned and, in special circumstances the English courts will grant *Mareva* Orders to restrain disposition of assets elsewhere. The basis upon which "world-wide" *Mareva* Orders are made is that the English courts assert "unlimited [page390] jurisdiction ...*in personam* against any person, whether an individual or a corporation, who is, under English procedure, properly made a party to proceedings pending before the English court".

- [31] Sharpe J.A. also observed that "orders of this kind have also been made by Canadian courts", referencing, amongst other cases, *Mooney v. Orr* [[1994] B.C.J. No. 2652, 100 B.C.L.R. (2d) 335 (S.C.)], a case considered by Weiler J.A. in *R. v. Consolidated Fastfrate Transport Inc.* (1995), 24 O.R. (3d) 564, [1995] O.J. No. 1855 (C.A.), as set out below.
- [32] The English evolution was described in the U.K. Court of Appeal decision in *Derby & Co. v. Weldon (No. 2)*, [1989] 2 W.L.R. 276, [1989] 1 All E.R. 1002 (C.A.), at para. 6, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A handwritten signature in black ink that reads "Osborne, J.". The signature is written in a cursive style with a large, looped "O" at the beginning.

Osborne J.

Date: March 21, 2023

TAB 3



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

INJUNCTIVE ORDER

NOTICE

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

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

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

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

Service

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

Defined Terms

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

Mareva Injunction

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

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule “A” to this Order, wherever situated;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

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

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

Disclosure of Information

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

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

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

Third Parties

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

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

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

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

Variation, Discharge or Extension of Order

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

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

- (a) Responding materials of the Mareva Respondents;
- (b) Reply materials of the OTE Group, if necessary;

- (c) Cross-examinations of the Mareva Respondents, per paragraph 7 of this Order;
- (d) Factum of the OTE Group of the Mareva Respondents;
- (e) Reply factum of the OTE Group, if necessary;
- (f) Motion for reversal of this Order, if sought by Mareva Respondents; and
- (g) Cost assessment hearing.

General

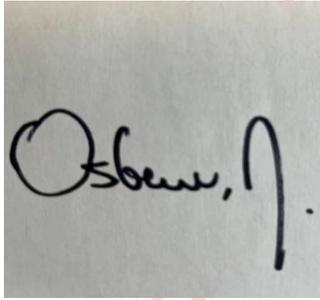
14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying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

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

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

COSTS

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



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SCHEDULE "A"

Assets:

COLLATERAL DESCRIPTION

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

COMMON DESCRIPTION

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

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

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

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

Proceedings commenced at Toronto

INJUNCTIVE ORDER

AIRD & BERLIS LLP

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Lawyers for the OTE Group

TAB 4

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

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

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

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

**ORDER
(Monitor's Enhanced Powers and Amended Bid Process Approval)**

THIS MOTION, made by KPMG Inc., in its capacity as the monitor (in such capacity, the "**Monitor**") of the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively with the Applicants, the "**OTE Group**") for an order expanding the Monitor's powers pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**") and approving a bid process for the sale of assets of the OTE Group, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the Motion Record of the Monitor, including the supplement to the Fifth Report of the Monitor (the "**Supplemental Fifth Report**"), and on hearing the submissions of counsel for the OTE Group, counsel for the Monitor, counsel for Royal Bank of Canada ("**RBC**") and those other parties listed on the counsel slip, no one else appearing although duly served as it appears from the affidavit of service of Thomas Gray dated October 6, 2023.

SERVICE

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

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the amended and restated initial order granted by this Court in the CCAA Proceedings on February 9, 2023 (the "**Amended and Restated Initial Order**").

MONITOR'S ENHANCED POWERS

3. **THIS COURT ORDERS** that without in any way limiting the powers of the Monitor pursuant to the CCAA, or other applicable law, or as set out in the Amended and Restated Initial Order, or any other Order granted in the CCAA Proceedings, the Monitor is hereby empowered and authorized, but not obligated, to do any of the following in the name of and on behalf of the OTE Group, where the Monitor considers it necessary or desirable:

- (a) take any and all actions and steps to manage, operate and carry on the Business, including, without in any way limiting the generality of the forgoing:
 - (i) any actions or steps the Monitor considers necessary or desirable to proceed with an orderly restructuring or liquidation of the Business, including any actions necessary to carry out the Amended Bid Process (as defined in the Supplemental Fifth Report);
 - (ii) any and all steps of the OTE Group authorized by any Order made in the CCAA Proceedings, including making distributions or payments and conducting the Claims Procedure approved by this Court on April 27, 2023 and as may be amended from time to time;
 - (iii) entering into any agreements;

- (iv) permanently or temporarily ceasing, downsizing or shutting down any of the OTE Group's operations;
- (v) terminating the employment of or temporarily laying off employees of the OTE Group;
- (vi) settling, extending or compromising any indebtedness owing to or by the OTE Group;
- (vii) engaging consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Monitor's powers and duties, including those conferred by this Order;
- (viii) purchasing or leasing machinery, equipment, inventories, supplies, premises or other assets to continue the Business, or any part or parts thereof;
- (ix) initiating, prosecuting and continuing the prosecution of any and all proceedings and defending all proceedings now pending or hereafter instituted with respect to the OTE Group, the Business, the Property or the Monitor and to settle or compromise any such proceeding;
- (x) engaging with any regulatory bodies or law enforcement on behalf of the OTE Group;
- (xi) applying for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and in the name of the OTE Group;
- (xii) claiming any and all insurance refunds or tax refunds to which the OTE Group is entitled on behalf of the OTE Group;
- (xiii) paying all taxes, fees, legal costs and other expenses of the OTE Group;

- (xiv) disclaiming any contracts and agreements on behalf of the OTE Group;
 - (xv) taking any and all corporate governance actions for the OTE Group; and
 - (xvi) providing instruction and direction to the advisors of the OTE Group;
- (b) preserve and protect the Property, or any parts thereof, provided that the Monitor shall not be deemed to be in possession or control of the Property;
 - (c) report to, meet with and discuss with such affected persons as the Monitor deems appropriate on all matters relating to the Business and the Property, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
 - (d) oversee and direct the preparation and dissemination of financial and other information of the OTE Group in the CCAA Proceedings, including cash flow statements;
 - (e) apply to the Court for advice and direction or for any further orders in the CCAA Proceedings, including, without in any way limiting the generality of the foregoing, sale approval and vesting orders and orders extending or terminating the stay of proceedings; and
 - (f) take any steps reasonably incidental to the exercise by the Monitor of the powers listed above or the performance of any statutory obligations.

4. **THIS COURT ORDERS** that the Monitor is hereby authorized and empowered, but not obligated, at such time as the Monitor may determine, if at all, to file an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") for and on behalf of the OTE Group or any of the OTE Group entities and to take any steps incidental thereto.

5. **THIS COURT ORDERS** that KPMG Inc. is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of any OTE Group entity that makes an assignment into bankruptcy.

6. **THE COURT ORDERS** that the Monitor is solely authorized and empowered to exercise the powers set out in this order to the exclusion of all other persons, including the OTE Group, and without interference from any other person.

7. **THIS COURT ORDERS** that the OTE Group and its respective advisors and its current and former officers, directors, employees, agents and representatives shall continue to cooperate with the Monitor and to provide full and complete access to the Property, including in connection with the exercise of any of the Monitor's enhanced powers described above, and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable to Monitor to carry out and discharge its powers as set out in this Order or any other Order of this Court in this proceeding.

LIMITATION ON THE MONITOR'S LIABILITY

8. **THIS COURT ORDERS** that the Monitor is not and shall not, for any purposes, be deemed to be a director, officer, employee, receiver, receiver-manager, or liquidator of the OTE Group.

9. **THIS COURT ORDERS** that the Monitor is not and shall not for the purposes of the *Income Tax Act*, RSC, 1985, c 1 (5th Supp) be deemed to be a legal representative or person to whom s. 150(3) of that Act applies.

10. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part and no action may be brought against the Monitor or any of its directors, officers, partners, employees, advisors or agents without leave of this Court.

11. **THIS COURT ORDERS** that the rights, protections, indemnities, charges, priorities and other provisions in favour of the Monitor set out in the CCAA or any other applicable legislation, the Amended and Restated Initial Order, and any other Order granted in the CCAA Proceedings, all shall apply and extend to the Monitor in connection with the Monitor carrying out and

exercising its enhanced powers in connection this Order, amended as necessary to give effect to the terms of this Order.

APPROVAL OF AMENDED BID PROCESS

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

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

14. **THIS COURT ORDERS** that the Monitor may redact information deemed to be commercially sensitive by the OTE Group in the course of the Amended Bid Process. The Monitor may provide such commercially sensitive information to a successful bidder following the selection of a successful bid for the purposes of confirmatory due diligence.

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

16. **THIS COURT ORDERS** that, pursuant to clause 7(30(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions the Monitor is hereby authorized and permitted to disclose and provide to its agents and any potential purchasers in the Amended Bid Process personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a

transaction pursuant to the Amended Bid Process (a “**Transaction**”). Each person to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Monitor or, in the alternative, destroy all such information and provide confirmation of its destruction to the Monitor. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the OTE Group, and shall return all other personal information to the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Monitor.

GENERAL

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

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

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

ORDER

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Lawyers for the Monitor

TAB 5

ORIGINAL TRADERS ENERGY LTD. ET AL.

**SIXTH REPORT OF KPMG INC.,
IN ITS CAPACITY AS COURT-APPOINTED MONITOR**

November 8, 2023

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

SIXTH REPORT OF KPMG INC.
In its capacity as Court-Appointed Monitor of the OTE Group

November 8, 2023

I. INTRODUCTION

1. Original Traders Energy Ltd. (“**OTE GP**”) and 2496750 Ontario Inc. (“**249 Ontario**”) (together, the “**Applicants**”) are both corporations incorporated under the *Business Corporations Act* (Ontario). OTE Logistics LP (“**OTE Logistics**”) and Original Traders Energy LP (“**OTE LP**” and together with OTE Logistics, the “**Limited Partnerships**”) are both limited partnerships formed under the *Limited Partnerships Act* (Ontario). OTE GP is the general partner of OTE LP and 249 Ontario is the general partner of OTE Logistics.
2. On January 30, 2023 (the “**Filing Date**”), the Applicants were granted relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) by Order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The relief granted under the Initial Order included a stay of proceedings in favour of the Applicants from January 30, 2023, until February 9, 2023 (the “**Initial Stay**”); the appointment of KPMG Inc. (“**KPMG**”) as the monitor in these proceedings (in such capacity, the “**Monitor**”); and other related relief. These proceedings under the CCAA are referred to herein as the “**CCAA Proceedings**”.
3. The Limited Partnerships are not Applicants in these CCAA Proceedings. However, the Initial Order extended the same protections granted to the Applicants to the Limited Partnerships, on the grounds that the Limited Partnerships are related to and carry-on operations that are integral to the business of the Applicants. The term “**OTE Group**” throughout this report refers to the Applicants and Limited Partnerships collectively.
4. The OTE Group has been engaged in the business of purchasing, blending, supplying and transporting fuel to petroleum stations and First Nations communities across Ontario. The OTE Group has operated from leased premises situated on First Nations lands in Ontario, including a head office and blending facility located at the Six Nations of the Grand River Territory and a blending location located on each of the Territory of the Tyendinaga Mohawks of Bay of Quinte of Shannonville and the Atikameksheng Anishnawbek Territory of Naughton.
5. Further background information with respect to the OTE Group’s business, operations, products and causes of insolvency prior to the commencement of the CCAA Proceedings is provided in the report of KPMG as the proposed Monitor, dated January 30, 2023 (the “**Pre-Filing Report**”), filed with the Court in connection with the application for the Initial Order.

6. The Initial Order also granted the Monitor certain enhanced investigatory powers, including compelling the production of any books, records, accountings, documents, correspondences, or papers relating to the OTE Group, electronically stored or otherwise (the “**Requested Information**”) from any person having possession, custody or control thereof, and conducting investigations, including examinations under oath of any person reasonably thought to have knowledge relating to the Requested Information.
7. Copies of materials filed with the Court and other materials pertaining to the CCAA Proceedings, including all reports issued by the Monitor in these proceedings, are available on the Monitor’s website (<http://home.kpmg/ca/OTEGroup>) (the “**Monitor’s Website**”).
8. On February 9, 2023, in addition to continuing the relief already granted under the Initial Order, the OTE Group was granted further relief under the CCAA by Order of the Court (the “**Amended and Restated Initial Order**”). The relief granted under the Amended and Restated Initial Order, among other things:
 - (i) extended the Initial Stay, as defined in the Initial Order, to April 28, 2023;
 - (ii) amended the breadth of the Initial Stay to require regulatory agencies to provide no less than ten (10) days notice if seeking leave of the Court to vary the stay in relation to the possible revocation of licenses; and
 - (iii) increased the Directors’ Charge to \$2,250,000.
9. The Amended and Restated Initial Order also continued to extend all protections in favour of the Applicants to the Limited Partnerships. The Monitor filed its First Report with the Court dated February 9, 2023, in connection with the OTE Group’s application for the Amended and Restated Initial Order.
10. On March 15, 2023, the Court (the Honourable Justice Osborne) granted a *Mareva* injunction as part of an Order (the “**Initial Mareva Order**”) which restrained Glenn Page (“**Page**”), Page’s wife Mandy Cox (“**Cox**”) and Page’s company 2658658 Ontario Inc. (“**265**”, and collectively, the “**Mareva Respondents**”) from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy-foot yacht from the Italian shipbuilder Azimut Benetti, named “Cuz We Can” (the “**Italian Yacht**”), more particularly described in Schedule “A” of the Initial Mareva Order. On March 21, 2023 and March 28, 2023, Justice Osborne granted certain endorsements (collectively, the “**Initial Mareva Endorsements**”) related to the Initial Mareva Order. In the Initial

Mareva Endorsements, Justice Osborne also noted the Applicants' intention to commence proceedings pursuant to Chapter 15 of the U.S. Bankruptcy Code in the United States to recognize and enforce orders made by the Ontario Court.

11. On April 27, 2023, the Court made the following Orders:
 - (i) an Order (the “**Information Order**”), among other things, authorizing and directing AirSprint Inc. (“**AirSprint**”), a company that sells and manages fractional ownership interests in private jets and which had been paid funds from the OTE Group’s bank account, to provide the information requested by the Monitor or its counsel in connection with the Amended and Restated Initial Order and any other Order of this Court, related to: (a) the OTE Group, (b) any of the OTE Group’s directors or officers (together with the OTE Group, the “**OTE Group Affiliates**”), or (c) any third party owned, controlled by, or otherwise related to the OTE Group Affiliates (the “**Information**”), notwithstanding that the Information may include “personal information” as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;
 - (ii) an Order (the “**Stay Extension Order**”), among other things, extending the Stay Period (as defined in paragraph 16 of the Initial Order) to August 4, 2023; and
 - (iii) an Order (the “**Claims Procedure Order**”) approving and authorizing the Monitor to conduct a claims procedure (the “**Claims Procedure**”) to call for, assess and determine claims against the OTE Group, and authorizing, directing, and empowering the Monitor to administer the Claims Procedure in accordance with the terms of the Claims Procedure Order.
12. Proceedings under Chapter 15 of the U.S. Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “**US Bankruptcy Code**”) were also commenced in respect of the OTE Group. On May 15, 2023, the United States Bankruptcy Court Southern District of Florida (Fort Lauderdale Division) granted a motion for provisional relief under s. 1519 and 1520 of the US Bankruptcy Code. In connection therewith, the U.S. Court entered an Order for provisional relief to protect assets of the OTE Group and to impose an automatic stay of proceedings in the United States in accordance with the ongoing Canadian CCAA Proceedings.
13. On May 31, 2023, the United States Bankruptcy Court, Southern District of Florida (West Palm Beach Division), granted an Order recognizing the CCAA Proceedings as a “foreign main proceeding” within the meaning of 11 U.S.C. § 1502 of the U.S. Bankruptcy Code, and granted certain other relief,

including recognizing the Initial Order, the Amended and Restated Initial Order, and the Initial Mareva Order. The aforementioned Orders are available on the Monitor's Website.

14. On July 17, 2023, the Court made the following Orders:
 - (i) an Order (the "**Second Stay Extension Order**"), among other things, extending the Stay Period (as defined in paragraph 16 of the Initial Order) to November 3, 2023; and
 - (ii) an Order (the "**Yacht Sale and AirSprint Proceeds Order**") authorizing and directing the Monitor to conduct a sales process for the Italian Yacht ("**Yacht Sale Process**") and directing AirSprint to remit to the Monitor any funds, proceeds of sale or use of any aircraft or fractional ownership or other interests therein in which the OTE Group has claimed an interest (the "**OTE Claimed AirSprint Property**").
15. The Monitor filed a report with the Court dated September 28, 2023 (the "**Fifth Report**") in support of a motion brought by the OTE Group for an extension of the stay period, approval of amendments to the Claims Procedure and approval of the bid process for the assets and undertakings of the OTE Group. On October 6, 2023, the Monitor filed a supplement to the Fifth Report (the "**Supplemental Fifth Report**"), among other things, seeking an Order approving an amended bid process and providing the Monitor with enhanced powers in connection with the business and property of the OTE Group to address concerns raised by certain stakeholders of the OTE Group.
16. On October 12, 2023, following the adjournment of several motions that were previously brought before the Court and originally scheduled to be heard on October 4, the Court issued the following Orders (which were ultimately consented to or unopposed by the relevant stakeholders):
 - (i) an Order (the "**Monitor's Enhanced Powers and Amended Bid Process Approval Order**"), among other things, providing the Monitor with enhanced powers in connection with the business and property of the OTE Group, and approving an amended bid process for the sale of the assets of the OTE Group to be carried out by the Monitor; and
 - (ii) an Order (the "**Third Stay Extension Order**"), among other things, extending the stay period to April 26, 2024, approving certain amendments to the Claims Procedure, and approving the activities of the Monitor.

II. PURPOSE OF REPORT

17. As discussed further below, the Monitor's investigation to date, including most recently based on the Monitor's enhanced powers under the Monitor's Enhanced Powers and Amended Bid Process Approval Order, has uncovered evidence that substantial payments have been improperly made, and assets including without limitation cash have been improperly transferred, by the OTE Group to or for the improper benefit of Page, Cox and 265, as well as others. The Monitor is very concerned that the Mareva Respondents have moved or dissipated, are likely to move or dissipate, and/or will attempt to move or dissipate assets (including funds) of, or emanating from, or traceable to, the OTE Group, as well as other assets of or in the possession of the Mareva Respondents, in order to attempt to put them beyond the reach of the OTE Group as an owner, beneficiary, claimant or creditor. As such, the Monitor is seeking an order (the "**Mareva Order**"), among other things:

- (i) extending the provisions of the Initial Mareva Order to apply to all of the assets of the Mareva Respondents, wheresoever located, based on the provisions of this Court's model Mareva Order;
- (ii) expanding the Initial Mareva Order to restrain the Mareva Respondents and anyone else acting on their behalf or in conjunction with any of them directly or indirectly, and all other persons to whom notice of such an Order may be given, from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of the Mareva Respondents' assets, including without limitation real property, bank accounts, insurance policies, annuities and other assets held by them or by any other person or entity on their behalf, wherever so located, without leave of this Court;
- (iii) expanding the Initial Mareva Order to require the Mareva Respondents to each prepare and provide to the Monitor a sworn affidavit within ten days describing the nature, value and location of their assets wheresoever located, whether in their own name or not and whether solely or jointly owned or whether held in trust for any other party;
- (iv) under Rule 40.03 of the Rules of Civil Procedure, dispensing the requirement that the Monitor, as an officer of the Court, provide an undertaking as to damages in respect of the Mareva Order;
- (v) dispensing with service of the notice of motion and permitting this matter to be heard on short or no notice; and
- (vi) directing costs of the motion on an appropriate scale.

18. The Monitor also intends to seek directions from the Court regarding the appropriate next steps to be taken with respect to individuals other than the Mareva Respondents that are alleged to have improperly received payments or assets including cash from the OTE Group.
19. The purpose of this Sixth Report is to provide to the Court with:
 - (i) an update on the Claims Procedure, in particular the claims filed to date;
 - (ii) information pertaining to the Monitor's investigation, asset tracing and recovery activities carried out pursuant to the Monitor's powers under the orders of the Court and the CCAA, including the Monitor's progress related to: (a) the Yacht Sale Process; (b) recovery of OTE Claimed AirSprint Property; and (c) recovery efforts with respect to funds paid to BodyHoliday spa in St. Lucia ("**BodyHoliday**");
 - (iii) a summary of the Monitor's review to date of historical bank statements from May 1, 2018 to July 31, 2023 to establish a better understanding of financial transactions in light of the OTE Group's missing books and records and review any suspicious transactions that appear to be unrelated to OTE's business activities; and
 - (iv) the Monitor's views as to why the relief sought is necessary and appropriate in the circumstances.

III. TERMS OF REFERENCE

20. In preparing the Sixth Report, the Monitor has relied on information and documents provided by the OTE Group and their advisors, including unaudited financial information, declarations, in addition to information and documents obtained from third parties that responded to the Monitor's Information Request Letters, which are defined herein and other information obtained by the Monitor (collectively, the "**Information Received**"). In accordance with industry practice, except as otherwise described in the Second Report of the Monitor dated March 13, 2023 (the "**Second Report**"), KPMG has reviewed the Information Received for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information Received in a manner that would wholly or partially comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountants of Canada Handbook* and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information Received.

21. That said, the Monitor has taken all reasonable steps available to it, much of which is described below, to verify the information presented in this Report as it pertains to the relief now sought against the Mareva Respondents.
22. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

IV. BACKGROUND

23. At the time of the application for the Initial Order, the OTE Group was missing a significant amount of its business and financial records, and certain property and funds of the OTE Group appeared to have been misappropriated. Accordingly, as noted above, the Monitor was granted certain expanded investigatory powers in the Initial Order and the Amended and Restated Initial Order. The Monitor was granted additional powers under the Monitor's Enhanced Powers and Amended Bid Process Approval Order on October 12, 2023. The Monitor has been conducting its investigation for the benefit of the OTE Group's stakeholders.

V. QUALITY OF BOOKS AND RECORDS

24. As described in the Supplemental Fifth Report, at the commencement of the CCAA Proceedings, the quality of the OTE Group's books and records were negatively impacted by the following:
 - (i) The business records of the OTE Group generally had not been maintained at the head office of OTE LP prior to the date of the filing. The Monitor has determined that these records were primarily in the possession of Page and others directed by him at an office set up in Burlington, Ontario. The Monitor believes that the OTE Group's personnel did not have access to that office or to many business records which were under the control of Page, including accounting, payroll, purchasing, logistics, IT services, document creation and retention, and email communications;
 - (ii) OTE Group's personnel were locked out of their business information systems, which continued to be controlled by Page and others directed by him after Page's departure on July 14, 2022, until early September 2022. Although the OTE Group's personnel had operational access to those systems prior to Page's resignation, their user credentials and authorizations were ultimately in Page's control and, as the Monitor has learned, were terminated by Page following his departure. After his departure, Page and others directed by him frustrated and delayed efforts by the OTE Group's personnel to obtain user credentials and authorizations to control and maintain those systems; and

- (iii) When the OTE Group's personnel were able to obtain user credentials for and control over its business information systems, it was discovered that Page and others directed by him had deleted the contents of their e-mail inboxes for OTE LP and OTE Logistics.
25. Shortly after the CCAA Filing Date, in an effort to establish a more complete set of books and records, the Monitor sent 38 letters (the "**Information Request Letters**") to 38 parties (collectively, the "**Requested Parties**") who may have been in possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**").
26. As at the date of this Report, the Monitor has received 31 responses in connection with the Information Request Letters, with one respondent, in a number of cases, responding on behalf of other parties. The responses consisted of the following:
- (i) A USB drive provided by Page on or about July 21, 2023 containing a Microsoft Outlook data file of the e-mail account used during Page's employment with the OTE Group that the Monitor advised was found by Page when trading in a vehicle;
 - (ii) Information obtained by the Monitor directly from Pride Marine Group ("**Pride Marine**") pertaining to the Italian Yacht, particularly wire transfer details, purchase details, and related agreements as discussed below;
 - (iii) Information from AirSprint with respect to the OTE Claimed AirSprint Property, as discussed below;
 - (iv) Certain documents relating to the 2017 to 2021 review engagements performed preceding the commencement of CCAA Proceedings by the auditors of OTE LP, Pettinelli Mastroluisi LLP ("**Pettinelli**");
 - (v) Certain documents previously discovered as part of an investigation performed by AM Law;
 - (vi) Certain physical books and records, provided by Page, containing a random assortment of documentation, including contracts/agreements, e-mails, invoices, and historical financial statements;
 - (vii) An assortment of books and records (finance and tax documentation, driver logistics, marketing, HR/administrative, contracts/agreements, e-mails, invoices/bills of lading/fuel price

lists, etc.) provided by certain law firms, namely Thornton Grout Finnigan LLP, Lenczner Slaght LLP, Goldman Sloan Nash & Haber LLP and Goldblatt Partners LLP, representing Page, Cox, Page's brother Brian Page, and Kellie Hodgins; and

- (viii) Contracting summaries and consulting agreements from Claybar Contracting Inc. and CCD Investments Inc.
27. The OTE Group utilizes an operational and accounting software operated by BookWorks (the "**BookWorks System**") which houses the OTE Group's accounting data. The Monitor understands that the BookWorks System was initially a software program used by fuel distribution companies to manage their operations and was later updated with bookkeeping and other accounting functions. At the onset of the CCAA Proceedings and through the Requested Information, the Monitor has received data extracts of the general ledger which contained accounting transactions from October 1, 2018 to December 31, 2023. The Monitor also had access to the BookWorks System through OTE Group personnel since prior to the commencement of the CCAA Proceedings. The Monitor obtained direct access to the BookWorks System after it was granted enhanced powers by this Court on October 12, 2023.
28. The missing books and records discussed above relate mainly to supporting and source documents underlying the financial information. Although the BookWorks System contains accounting data, it is merely a ledger-based accounting system that records financial entries. The nature of certain entries cannot be determined without the underlying purchase orders, invoices or authorization. Additionally, it appears that certain balances and accounts on the BookWorks System, in particular, relating to cost of goods sold, inventory purchases and foreign exchange, have not been reconciled and adjusting entries have not been recorded or have been recorded incorrectly.
29. As a result of the issues noted above, the Monitor is unable to determine the completeness or accuracy of the historical accounting information within the BookWorks System and the Monitor does not have confidence in the accuracy or correctness of the BookWorks System in cases where further evidence or source documents are not available. Accordingly, the Monitor is undertaking a review of historical transactions based on the OTE Group's bank statements as discussed below.

VI. FRAUDULENT FINANCIAL STATEMENTS PROVIDED BY PAGE

30. Finally, the Monitor also understands that, on June 6, 2022, Page provided to Royal Bank of Canada ("**RBC**"), a secured creditor of the OTE Group, certain unaudited statements of OTE LP dated

December 31, 2021 in response to its request for financial disclosure. Those financial statements appeared to be on the letterhead of Pettinelli. However, Tony De Luca, Partner at Pettinelli confirmed to the Monitor on or around April 10, 2023 that Pettinelli never issued such financial statements. The Monitor believes that the financial statements presented to RBC on Pettinelli's letterhead are fraudulent given that they were never created by Pettinelli.

VII. ONTARIO PROVINCIAL POLICE INVESTIGATION

31. The Monitor has been contacted by the Ontario Provincial Police (the “**OPP**”) in respect of the OPP's investigation relating to Glenn Page and missing computer data. The Monitor does not currently have further details regarding the OPP's investigation.

VIII. AIRSPRINT PROCEEDS UPDATE

32. As discussed in the Monitor's Third Report, the Monitor discovered that, between March 2021 and June 2022, approximately USD \$6,864,425 and approximately CAD \$1,057,681 was wired by OTE Group entities to AirSprint. The Monitor sent an Information Request Letter to AirSprint on February 23, 2023, requesting further information funds wired by OTE Group to AirSprint.
33. As a result of AirSprint's concerns with sharing the information it had relating to the OTE Group (the “**AirSprint Information**”) absent Court authorization, the OTE Group, with the support of the Monitor, brought a motion for the Information Order. On April 27, 2023, the Court issued the Information Order, which authorized and directed AirSprint to provide the Monitor with the AirSprint Information relating to the OTE Group Affiliates (as defined in the Information Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates.
34. The Monitor has received information from AirSprint with respect to the OTE Claimed AirSprint Property, which includes summaries of payments received by AirSprint from OTE Group's bank accounts (the “**AirSprint Payments**”), the OTE Group's fractional aircraft ownership interests sold and listed for sale, as well as a breakdown of the OTE Group related funds being held in trust by AirSprint from the re-sale of certain fractional aircraft ownership interests purchased with the AirSprint Payments.
35. As set out in its Fourth Report dated July 12, 2023 (the “**Fourth Report**”), the Monitor requested the Court direct that the OTE Claimed AirSprint Property be paid to it in trust pending judicial determination of the claims and entitlements to such proceeds as between the OTE Group entities and the Mareva Respondents or any of them. On July 17, 2023, pursuant to the Yacht Sale and AirSprint

Proceeds Order, the Court ordered that payment be made by AirSprint to the Monitor of the \$5,482,779.85 that was held in trust by AirSprint and any accrued interest thereon. The Monitor is continuing its investigation and is in discussion with AirSprint as to whether additional funds may be recoverable for the OTE Group.

36. In connection with its provision of the AirSprint Information, AirSprint also provided the Monitor with flight manifests identifying the individuals who travelled with the OTE Claimed Airsprint Property (the “**Flight Manifest**”) between April 20, 2021 and February 23, 2023 (the “**Review Period**”).
37. The Monitor reviewed the Flight Manifest and identified persons who traveled on OTE Claimed AirSprint Property during the Review Period.
38. On or about September 15, 2023, the Monitor sent letters (the “**AirSprint Letters**”) to certain persons to allow the Monitor to obtain further information relating to the use of the OTE Claimed AirSprint Property, particularly with respect to the nature of each trip taken and whether it was personal or business related.
39. The Flight Manifest contained a list of 245 flights with 110 individual passengers. Of the 110 passengers on the Flight Manifest, only approximately 10% were employees of the OTE Group. The Monitor identified 23 individuals that covered the 245 flights. For the purposes of efficiency, the AirSprint Letters were sent to 23 individuals as detailed below:

AirSprint Letters Mailing Summary		
Passengers	Flights	Date Sent
ANDREE, HARVEY	6	9/15/2023
BLOIS, DAVID	24	9/15/2023
CAMPBELL, KIMBERLY	8	9/15/2023
CERRUTI, LOU	4	9/18/2023
COX, MANDY	101	9/18/2023
DAY, MATT	1	9/18/2023
DE NOBRIGA, BRIAN	74	9/18/2023
DICOCCO, ANTHONY	4	9/18/2023
FERLAND, ANDY	6	9/18/2023
GOODYEAR, BARRY	2	9/15/2023
GORDON, DAVID	2	9/15/2023
HARVIE, GHISLAIN	8	9/15/2023
HILL, SCOTT	24	9/15/2023
HODGINS, KELLIE	11	9/15/2023
MARTIN, HOPE	8	9/18/2023
MCLEOD, MATHEW	24	9/15/2023
MORRISSEAU, DALE	2	9/15/2023
NOOTCHTAI, CRAIG	2	9/15/2023
PAGE, BRIAN	34	9/15/2023
PAGE, GLENN	138	9/15/2023
PAGE, MATTHEW	8	9/15/2023
SMITH, GRAYSON	13	9/15/2023
STAATS, RANDY	8	9/18/2023

40. Cox and Page were among the 23 employee individuals, and were on 101 and 138 of the 245 flights, respectively.
41. The Flight Manifest also outlined a significant number of flights to locations in which OTE Group does not have any operations as detailed below:

Summary of AirSprint Travel to Non-OTE Business Travel Locations		
	To:	From:
UNITED STATES OF AMERICA	30	30
FLORIDA	12	12
MARYLAND	3	5
NEW JERSEY	4	3
OHIO	2	2
NEVADA	1	1
COLORADO	1	1
ARIZONA	1	1
NORTH CAROLINA	1	1
CALIFORNIA	1	1
KENTUCKY	1	1
VERMONT	2	0
SOUTH CAROLINA	0	1
MASSACHUSETTS	0	1
HAWAII	1	0
ST. LUCIA	12	12
ST. LUCIA	12	12
CANADA	9	6
QUEBEC	4	2
BRITISH COLUMBIA	3	2
NOVA SCOTIA	1	1
NEWFOUNDLAND	1	1
TURKS AND CAICOS	1	1
PROVIDENCIALES	1	1
FRANCE	1	1
NOUVELLE-AQUITAINE (BORDEAUX)	1	1
SPAIN	1	0
BALEARIC ISLANDS (PALMA)	1	0
TOTAL	54	50
TOTAL NUMBER OF FLIGHTS		104

42. As the OTE Group's business operations are situated in Ontario, the Monitor is not aware of any legitimate business reason why aircraft paid for with the OTE Group's funds would have been used for travel to most of the above locations. As noted above, many of the 245 flights appear to destinations where the OTE Group had no business operations. Accordingly, the Monitor's purpose for sending the Airsprint Letters was to determine if the use of aircraft funded by the OTE Group may constitute improper transfers by OTE of funds used to finance aircraft services for the benefit of the named individuals for purposes unrelated to the business of OTE, or otherwise entitle the OTE Group to seek compensation from the passengers for the benefit of the OTE Group's creditors.

43. The Monitor intends to seek reimbursement for any travel determined not to be for legitimate use in relation to OTE's business. The recipients of the AirSprint Letters were provided a deadline of fourteen (14) days from the date of the letter to provide a response, which has now passed. As at the date of this report, the Monitor has received only four responses stating that the nature of travel was business-related. The Monitor received an additional response from one of the above passenger requesting that a response relating to his flights be obtained through Page.
44. On or about September 29, 2023, the Monitor received letters from counsel to the Mareva Respondents asserting that the Monitor does not have the powers to compel the production of information within the AirSprint Letters because such information does not constitute "Requested Information" as set out in the Amended and Restated Initial Order.
45. The Monitor's counsel responded to the Mareva Respondents by letter dated October 3, 2023. In that letter, the Monitor's counsel noted that the Monitor was conducting its investigation for the benefit of the OTE Group's creditors in accordance with the powers given to the Monitor under the CCAA and the *Bankruptcy and Insolvency Act* and prior orders of the Court. The Monitor's counsel noted in particular that:
 - (i) the powers given to the Monitor under the Amended and Restated Initial Order and any other orders of the Court are in addition to any powers of the Monitor pursuant to the CCAA and otherwise at law. As an officer of the Court, the Monitor's role includes reviewing past transactions involving the OTE Group and seeking to recover any funds or property for which OTE Group did not receive any or adequate consideration. The Monitor is empowered to review and investigate such transactions, including without limitation, pursuant to section 36.1 of the CCAA and section 96 of the BIA; and
 - (ii) the Information Order gave the Monitor express authority to use the AirSprint Information "for the purpose of investigating the business and affairs of the OTE Group and pursuing legal proceedings to recover any Property (as defined in the Amended and Restated Initial Order) or seek recourse in respect of any reviewable transactions, payments or preferences, for the general benefit of the OTE Group and its creditors".
46. The Monitor intends to advise the parties who have not responded to the AirSprint Letters that their AirSprint travel is determined to be related to personal matters. As such, the Monitor will be seeking reimbursement, subject to this Court's approval, with respect to their AirSprint travel for the benefit

of the OTE Group’s estate. The Monitor intends to seek Court approval of the Monitor’s determination of value related to these personal flights related to AirSprint usage at a later date.

IX. ITALIAN YACHT UPDATE

47. As detailed in Second Report, the Monitor understands that 265 purchased the Italian Yacht from Pride Marine substantially using funds wired directly from the OTE Group’s bank accounts, and that 265 caused OTE Logistics to guarantee a chattel mortgage held by Essex Lease Financial Corporation (“Essex”), secured on the Italian Yacht.
48. In the course of its investigations, the Monitor received information from one of the Requested Parties, Pride Marine, indicating that approximately USD \$3,218,500 in funds had been transferred from OTE Group (including Gen7 Fuel Management and OTE) bank accounts to fund the purchase of the Italian Yacht by 265 from Pride Marine, as detailed in the chart below:

Summary of Italian Yacht Payments					
Date	Payor	Payee	Payment Currency	USD \$	
9/22/2020	ORIGINAL TRADERS ENERGY	Pride of Muskoka Marine Limited	USD	500,000.00	
10/9/2020	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
11/10/2020	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
11/20/2020	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
12/8/2020	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
12/15/2020	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
1/15/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
1/20/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
2/5/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
2/16/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
3/9/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
3/30/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
4/15/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
4/28/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
5/14/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
5/18/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	118,500.00	
6/7/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
6/10/2021	GEN7 FUEL MANAGEMENT	Pride of Muskoka Marine Limited	USD	100,000.00	
8/5/2021	ORIGINAL TRADERS ENERGY	Pride of Muskoka Marine Limited	USD	1,000,000.00	
Purchase Price Funded by OTE Group			USD	3,218,500.00	
8/12/2021	2658658 ONTARIO INC.	Pride of Muskoka Marine Limited	USD	100,000.00	
Purchase Price Funded by 265			USD	100,000.00	
Total Purchase Price			USD	3,318,500.00	
8/26/2021	ORIGINAL TRADERS ENERGY	North Cove Marina	USD	8,400.00	
9/20/2021	ORIGINAL TRADERS ENERGY	North Cove Marina	USD	8,400.00	
6/9/2022	ORIGINAL TRADERS ENERGY	Azimut Benetti SPA	USD	5,751.00	
Other Italian Yacht Related Payments			USD	22,551.00	
Grand Total Italian Yacht Payments			USD	3,341,051.00	

49. On the date of the hearing of the motion for the Initial Mareva Order, the Monitor was informed that the Italian Yacht was being sailed from Florida to the Bahamas. As part of the Initial Mareva Order made on March 15, 2023, the Court ordered that the Italian Yacht be returned to the territorial jurisdiction of the Florida courts forthwith.
50. After the Initial Mareva Order was granted by the Court, the Monitor and its counsel engaged in follow-up correspondence with counsel to the Mareva Respondents (the “**Mareva Respondents’ Counsel**”) to obtain specific details as to the location of the Italian Yacht and other information that, in the Monitor’s view, was necessary in connection with its duties to safeguard the Italian Yacht and investigate the matter further for the benefit of the OTE Group’s creditors.
51. On March 16, 2023, the Monitor was advised by the Mareva Respondents’ Counsel that the Italian Yacht was in the waters of the Bahamas islands, despite Initial Mareva Order requiring that it return forthwith. The Mareva Respondents’ Counsel sent an email to the Monitor stating:
- “The vessel is currently in the waters of the Bahamas islands. The captain reported that there are 18 knot winds which are creating 10-16 foot swells. I understand that, in such conditions, it is unsafe to operate the vessel at any speed”*
52. The Monitor subsequently requested additional information with respect to the Italian Yacht, including the name and contact details of the captain in possession and control of the Italian Yacht and requesting that the captain be immediately instructed to activate the tracking systems within the Italian Yacht to enable the Monitor to track the location same (the “**Italian Yacht Information**”). The Mareva Respondents failed or refused the Monitor’s request to provide the Italian Yacht Information.
53. On March 23, 2023, the Mareva Respondents’ Counsel notified the Monitor that the Italian Yacht was returned to the territorial waters of Florida, pursuant to the Initial Mareva Order. However, the Mareva Respondents continued to refuse to provide the Italian Yacht Information to the Monitor. Details of the correspondence between the Monitor and the Mareva Respondents’ Counsel are set out in the Supplement to the Second Report of the Monitor dated March 27, 2023.
54. On March 28, 2023, the Court further directed, by way of the Endorsement of Justice Osborne (the “**March 28 Endorsement**”), that the Mareva Respondents provide the Monitor with the Italian Yacht Information and that once it was provided, the Italian Yacht would be moved to a marina located in Hollywood, Florida (the “**Hollywood Marina**”). After the March 28 Endorsement, the Monitor confirmed that all required Italian Yacht Information had been received from the Mareva Respondents,

and the Monitor independently confirmed with representatives of the Hollywood Marina that the Italian Yacht was parked there.

55. As discussed in the Fourth Report, the Monitor requested the Court provide direction that the Monitor commence the Yacht Sale Process to monetize the Italian Yacht in a timely manner. On July 17, 2023, the Court authorized the Yacht Sales process, pursuant to the Yacht Sale and AirSprint Proceeds Order.
56. Pursuant to the Yacht Sale and AirSprint Proceeds Order, the Monitor commenced the Yacht Sale Process. The Monitor was to select one or more boat dealers or brokers (the “**Boat Broker**”) in Florida to market the Italian Yacht for sale. The Monitor has not yet formally engaged the recommended Boat Broker because upon commencement of the search for a Boat Broker, the Monitor was made aware of certain legal issues, particularly with respect to unpaid duties, surrounding the Italian Yacht that would prohibit the sale of same in Florida, USA.
57. The Monitor has retained U.S. marine counsel to investigate the unpaid duties and has been advised by same that the payment of these duties will expedite the Italian Yacht Sale Process.
58. The Monitor’s selection of the Boat Broker is also dependent on the arrangement of insurance for the Italian Yacht. The Monitor was informed by Page’s counsel on September 8, 2023 that existing insurer that insured the Yacht as at the date of the Initial Mareva Order refused to renew the insurance and, in the Monitor’s view, the replacement insurance arranged by Page was not satisfactory in providing adequate coverage that protects the OTE Group against potential loss or damage to the Italian Yacht since it did not include the OTE Group or the Monitor as a loss payee and was from an insurer situated in Trinidad and Tobago unknown to the Monitor.
59. The Monitor has been working with the insurance broker referred by the Recommended Boat Broker to arrange alternate insurance for the Italian Yacht. At the date of this Sixth Report, new insurance has been obtained. The Monitor is continuing in its efforts to prepare the yacht for sale, including working with U.S. counsel to address any regulatory issues.
60. On October 4, 2023, the Court amended the original Initial Mareva Order on the consent of the parties, to delete the requirement for the Mareva Respondents to provide a sworn statement and submit to examinations in respect of the Italian Yacht. The deletion of those paragraphs does not affect the Monitor’s ability to examine the Mareva Respondents pursuant to the Initial Order and Amended and Restated Initial Order or other orders of the Court or otherwise pursuant to its powers under applicable law.

X. PAGE TRANSFERS TITLE AND MORTGAGES YACHT TO RELATED ENTITIES

61. On July 14, 2023, counsel for Page sent a letter to counsel for the Monitor and counsel for the OTE Group. This letter informed counsel that Page had apparently caused 265 to transfer title to the Italian Yacht on October 20, 2022 to GPMC Holdings International Inc. (“**GPMC International**”), for the amount of US\$3,150,000 and that, on the very next day (October 21, 2022), the Italian Yacht was further transferred by GMPC International to CWC International, Inc. (“**CWC**”) for US\$3,000,000, pursuant to a transaction in which GPMC International purportedly loaned CWC the amount of USD\$2,700,000 to facilitate the purchase of the Italian Yacht and placed a mortgage against the Yacht on November 21, 2022. Copies of the certain sale and loan documents purporting to support these transactions were provided via email by Page’s counsel to counsel for the Monitor and the OTE Group on July 15, 2023. The Monitor notes that the Loan Agreement dated October 21, 2022 in respect of this purported transaction is executed by Page as director of GPMC International and by Cox as director of CWC. Therefore, it is the Monitor’s understanding that GMPC International and CWC are owned by or otherwise non-arms’ length to Page and Cox. The July 14 letter is attached hereto as **Appendix “A”**, and the July 15 supporting documentation is attached hereto as **Appendix “B”**.

XI. BODYHOLIDAY SPA RECOVERIES

62. Pursuant to its investigatory powers in the Initial Order and the Amended and Restated Initial Order, the Monitor discovered on or around May 12, 2023 that USD \$1,000,000 was wired to BodyHoliday Spa in St. Lucia on August 26, 2021 with authorization by Page and Cox. On or about May 12, 2023, the Monitor contacted BodyHoliday and its management company Sunswept Resorts (“**Sunswept**”) via e-mail to request additional details with respect to the funds paid by the OTE Group.
63. On May 18, 2023, the Monitor received a response from a representative of Sunswept confirming receipt of USD \$1,000,000 from the OTE Group. Through e-mail correspondence with Sunswept, the Monitor was advised by a Sunswept representative that the OTE Group inadvertently wired a deposit of USD \$1,000,000 instead of USD \$100,000, the amount requested by BodyHoliday.
64. The Monitor was advised by Sunswept that the amount of USD \$575,408 was wired back to the OTE Group once the error was discovered. The Monitor noted, through review of the OTE Group’s bank statements, that the amount was received by OTE Group from BodyHoliday on August 31, 2021.

65. The Monitor was advised by Sunswept that the remaining amount of USD \$424,592 (the “**Remaining Amount**”) was held by BodyHoliday to cover the additional deposits that would have otherwise been required to be paid by the OTE Group for the booking. The Monitor made numerous efforts to contact Sunswept to further understand whether the Remaining Amount was still in the possession of the BodyHoliday or Sunswept, and if not, how the funds were spent and by whom. Moreover, the Monitor has not been able to recover any supporting documentation related to the BodyHoliday matter or the remaining USD \$424,592 noted above. The Monitor is not aware of any legitimate reason in relation to the OTE Group’s business as to why any payments would have been made to the BodyHoliday Spa in St. Lucia, nor any legitimate reason why BodyHoliday or Sunswept should be entitled to keep USD \$424,492. The Monitor believes the above-noted BodyHoliday payments to be an improper personal benefit for Page and Cox, paid by OTE Group at one or both of their direction, unconnected to the business of OTE Group.
66. As at the date of this report, the Monitor has not received any further correspondence from Sunswept or BodyHoliday responding to its request for further information on the Remaining Amount, as Sunswept has claimed that the matter is confidential. The Monitor is continuing to review this matter with counsel to determine what additional steps can be taken to seek to recover these funds and may seek further assistance of the Court in that regard.

XII. BANKING REVIEW UPDATE & POTENTIAL SUSPICIOUS TRANSACTIONS

67. As noted, the Company is missing significant books and records, and some of the accounting records are unreliable. The Monitor is working to recreate the historical business details of the OTE Group based on a complete set of banking information provided to the Monitor by RBC (the “**Historical Transactions Review**”).
68. Based on a preliminary review of payments from the OTE Group’s bank accounts covering the period from May 1, 2018 to July 31, 2022, the Monitor has identified more than \$28 million of payments from OTE Group’s bank accounts thus far that appear to be suspicious (in that they appear not to be for any legitimate business purposes and in some cases require further investigation). A detailed line-by-line summary of these transactions (the “**Detailed Summary**”) was prepared by the Monitor based on, among other things, the books and records of the OTE Group, discussions with Pettinelli, and a review of responses received in respect of the Requested Information. The Detailed Summary is attached at **Appendix “C”** hereto. The table below highlights the suspected beneficiaries of these transactions and details the transaction categories.

Beneficiary Category	Amount	
Suspected fraudulent, improper, or suspicious payments or transfers		
G.Page and related entities		
AirSprint	9,032,298	
Direct Cheques and Bank Wires	1,281,426	
Pride Marine	4,227,335	
Marine related transactions	207,930	
Custom home builders	500,306	
Furnishing / pool / decking / fence / contracting companies	325,627	
St. Lucia resorts	638,579	
Italian wedding	147,692	
RV camping / cottage resorts	142,868	
Receiver General/CRA	79,000	
G.Page and related entities total		16,583,061
Mr Scott Hill		3,160,752
Mr Miles Hill		2,976,335
Other disbursements to known beneficiaries under review		
G.Page and related entities		
Gpmc Holdings (2658658 Ontario Inc)	896,067	
IMA Enterprises Inc.	83,500	
2772618 Ontario Inc.	68,555	
2693472 Ontario Inc.	110,642	
G.Page and related entities total		1,158,763
B.Page and related entities		
Mr Brian Page	142,286	
11222074 Canada Ltd (Brian Page)	47,350	
7069847 Canada Inc. (Brian Page)	32,651	
B.Page and related entities total		222,287
M.Cox and related entities		
Ms Mandy Cox	13,157	
Picassofish (Mandy Cox)	77,401	
M.Cox and related entities total		90,558
Other disbursements to unknown beneficiaries		
Airsprint - Estimated operating costs	1,437,196	
Other related party disbursements	1,506,738	
Custom home builders	425,581	
Furnishing / contracting companies	377,791	
Italian venues / vendors / restaurants	313,392	
Cigarette manufacturers	233,494	
Total other disbursements		4,294,192
Total		28,485,948

* USD transactions have been adjusted for FX as at 10/03/2023 per foreign exchange rate from the Bank of Canada of 1.3711

**These bank disbursements above exclude any review of payroll or credit card payments

69. Further details on the Monitor's basis for identifying the transactions as improper or suspicious on its review are below:

Suspected fraudulent, improper, or suspicious payments or transfers:

- (i) *Payments made to AirSprint:* As discussed in detail above and in previous Reports, between March 2021 and June 2022, approximately USD \$6,864,425 and approximately CAD \$1,057,681 was wired by OTE Group entities to AirSprint, which converted to Canadian dollars amounts to \$10,469,494. Majority of this amount appears to be for non-business travel and fractional ownerships of private jets. An estimated CAD \$9,032,298 has been corroborated by the Monitor and relates to purchase agreements between Airsprint and 2658658 Ontario Inc. / GPMC Holdings Inc. Per the Monitor's understanding, the remaining \$1,437,196 relates to operating costs paid by the OTE Group pertaining to the travel of passengers as discussed above. This amount is currently under review by the Monitor to determine the appropriate beneficiary.
- (ii) *Direct cheques and bank wires to Glenn Page:* The Monitor understands that approximately \$1.3 million was paid directly to Glenn Page. The Monitor is continuing to investigate these disbursements to ascertain the nature and rationale for same to determine if they were made for legitimate business purposes of the OTE Group. Those transactions are identified in the Detailed Summary in **Appendix "C"**.
- (iii) *Payments made to Pride Marine:* As further discussed above, approximately USD \$3,218,500 was transferred from OTE Group bank accounts to fund the purchase of the Italian Yacht by 265 from Pride Marine. The Monitor notes that this information was presented to the Court in respect of the Initial Mareva Order granted in respect of the Italian Yacht, and the Monitor's findings were reflected in the endorsement of Justice Osborne.
- (iv) *Marine-related transactions:* Over \$207,000 of marine-related transactions were funded from OTE Group accounts. This includes wire transfer to NorthCove Marina and to Azimut Benetti, the builder of the Italian Yacht. Glenn Page also instructed that payments be made to Bayland Enterprises, a marine systems provider, from OTE, and for the amounts to be charged to "**R&D**". Finally, payments were made from OTE Group accounts in respect of several invoices from ICBM, Inc. Based on emails between Page and G.L. Harvie, it appears that ICBM, Inc. is an operating company for G.L. Harvie and relate to a scope of work through which Harvie was to maintain and captain the Italian Yacht. All transactions are identified in the Detailed

Summary. The correspondence and receipts related to Bayland Enterprises are attached hereto at **Appendix “D”**, and the correspondence and invoices related to ICBM, Inc. are attached hereto at **Appendix “E”**.

- (v) *Custom home builders*: Page and Cox’s home address is 118 Main Street North, Waterdown, Ontario (“**118 Main Street**”). Over \$500,000 of OTE Group funds have been paid to Tru Custom Homes Inc. (“**Tru Custom**”) in respect of work completed on 118 Main Street. Correspondence and documents identified by the Monitor include a Construction Management Agreement between Page and Tru Custom contemplating the construction of 118 Main Street; a progress payment schedule in respect of same; emails from Page indicating that he had made payments from the OTE Group’s business account; and emails from Page instructing OTE Group employees to charge cheques to Tru Custom to “Blending Repairs & maintenance” and to “Repairs”, despite these clearly being personal expenses. The transactions are each identified in the Detailed Summary, and the correspondence and related documents are attached hereto at **Appendix “F”**.
- (vi) *Furnishing, Pool, Decking, Fence and Contracting Companies*: Payments totaling over \$325,000 were made from OTE Group accounts to the following companies:
- Oasis Pools Ltd.: Emails from Oasis Pools Ltd. addressed to “Ms. Cox & Mr. Page” or to “Cox / Page Residence” show Page agreeing to make payments in respect of a pool and related add-ons. In other emails, Page instructed that these payments be charged to OTE Group accounts. The relevant emails are attached hereto at **Appendix “G”**.
 - Subzero-Wolf Canada: Emails from Page indicate that Page ordered a delivery from Subzero-Wolf Canada, a luxury appliance store, to 118 Main Street. That email is attached hereto at **Appendix “H”**.
 - Closet Envy: In emails with Closet Envy, Page indicates that he wants to convert “the cabinet in the master walking” [*sic*], indicating that the closet installation will take place in his home. That email is attached hereto at **Appendix “I”**.
 - Other: In an email dated June 24, 2020, Page tells an OTE Group employee that “We will be doing a distribution this week but I need cheques as usual”, and goes on to request cheques for Home Leisure, The Deck Store, and Rustic Design. Similarly, in an email dated August 19, 2020, in connection with another distribution, Page requests cheques for

Rosehill Cellars (a wine cellar company) and Eden Tile (among others). All of these amounts were ultimately paid by the OTE Group. The Monitor is not aware of any legitimate business purpose for these payments. The June 24 email is attached hereto at **Appendix “J”**, and the August 19 email is attached hereto at **Appendix “K”**.

- (vii) *St. Lucia Resorts*: Over \$638,000 was paid in respect of resorts in St. Lucia. The payments to BodyHoliday are discussed in detail above. Payment was also made to RJB Hotel Supplies. In an email to RBC, Page indicated that the payment was in respect of a facility being built in St. Lucia. The Monitor is unaware of any OTE Group operations or facilities in St. Lucia. The email from Page is attached hereto at **Appendix “L”**.
- (viii) *Italian Wedding*: Over \$147,000 was spent in respect of a wedding in Italy. The Monitor understands that Page and Cox were married in Italy on or about June 18, 2022, and has reviewed email correspondence from Page sent in advance of this time coordinating the wedding and an order confirmation with the restaurant, Davittorio. An Instagram post by Varna Studios Ltd., a destination wedding photographer, shows a picture from that wedding. Various vendors in Italy received payments from the OTE Group during this time, and most of these vendors were tagged in another Instagram post by Varna Studios Ltd. The correspondence, order confirmation, and Instagram posts are attached hereto at **Appendix “M”**.
- (ix) *RV Camping / Cottage Resorts*: Payments totaling over \$142,000 were made to Parkbridge Lifestyle. Email correspondence and the related invoice appear to indicate that these payments were made in respect of an RV/cottage for Page. The correspondence and invoice are attached hereto at **Appendix “N”**.
- (x) *Payments made to Receiver General/CRA*: The Monitor understands that a payment of \$79,000 was made directly to the Receiver General/CRA on behalf of Glenn Page, likely pertaining to his income taxes owing to the CRA. This was identified by the Monitor through the related wire details which referenced Page’s social insurance number. The wire details are attached hereto at **Appendix “O”**.
- (xi) *Payments Scott Hill and Miles Hill*: In total, over \$6.13 million was paid to Scott Hill and Miles Hill from the OTE Group bank accounts. The Monitor is continuing to investigate these disbursements to ascertain the nature and rationale for same to determine if they were made for legitimate business purposes of the OTE Group.

Other disbursements to known beneficiaries under review:

- (xii) *Payments made to companies related to Glenn Page:* In total, over \$1.1 million was paid to 265, IMA Enterprises Inc., 2772618 Ontario Inc., and 2693472 Ontario Inc. for which the Monitor is continuing to investigate the nature and rationale for payments to determine if it was paid for legitimate business purposes. Glenn Page is listed as a director and officer of each of these entities (and Cox is also a director of 265). These transactions are identified in the Detailed Summary, and the corporate profile reports for each of these entities are attached hereto at **Appendix “P”**.
- (xiii) *Payments to Brian Page and related parties:* In total, over \$222,000 was paid from OTE Group accounts to Page’s brother Brian Page and two companies of which he is a director, 11222074 Canada Ltd. and 7069847 Canada Inc. Corporate profile searches for these companies are attached hereto at **Appendix “Q”**. The Monitor is continuing their investigation to better understand the nature and reason for payments to determine if it was paid for legitimate business purposes.
- (xiv) *Payments to Cox and related parties:* In total, over \$90,000 was paid from OTE Group accounts to Cox and Picassofish, a company of which Cox is a director and officer (along with Page). The corporate profile search for Picassofish is attached hereto at **Appendix “R”**. The Monitor is continuing to investigate these disbursements to ascertain the nature and rationale for same to determine if they were made for legitimate business purposes of the OTE Group.

Other disbursements to unknown beneficiaries:

- (xv) During its review, the Monitor identified additional disbursements, in the amount of \$4.3 million, to payees such as cigarette manufacturers, Italian vendors and other related parties that appear to be improper or unrelated to the business of the OTE Group. The Monitor continues to investigate these disbursements to determine the beneficiary of these disbursements and confirm the purpose of same.
70. In many cases, the Monitor notes that the email correspondence reviewed suggests that Page was electing to have the OTE Group pay vendors on his behalf for personal projects, rather than having such amounts paid to him as distributions.

Additional Disbursements Under Investigation

71. The Monitor has also identified a list of additional disbursements related to 493 transactions, in the amount of approximately \$59 million, *in addition to the summary above*, for which no supporting documentation has been located by the OTE Group or the Monitor. This further confirms that the OTE Group is missing significant books and records and that neither the limited Requested Information received from the Requested Parties nor the BookWorks system provide sufficient information to substantiate these 493 transactions as being for legitimate business purposes in relation to the OTE Group's business.
72. The Monitor has formally requested the support of RBC for the purposes of obtaining supporting payment details with respect to these disbursements so that the Monitor can continue investigating whether or not all such payments were for legitimate purposes in relation to the OTE Group's business.
73. At the date of this Report, the Historical Transactions Review is ongoing and additional suspicious transactions may be further discovered. The goal of the Historical Transactions Review is to better establish and/or identify:
 - (i) a complete set of the books and records;
 - (ii) the historic profitability of the business;
 - (iii) the historic sources and uses of cash; and
 - (iv) possible reviewable transactions, including without limitation, transfers at undervalue, preferences and/or misappropriated funds and assets.

XIII. SALE OF 118 MAIN STREET

74. During the Monitor's investigation, it was recently discovered that Page's and Cox's home has been sold. Public sources such as Zolo, a Canadian real estate marketplace, state that 118 Main Street was listed for sale on August 14, 2023. The sources also state that the home was sold for \$3.8M on September 4, 2023.
75. The Monitor reviewed the parcel register for the home, which as at November 8, 2023 indicates the home is still under Page's and Cox's name. The parcel register also indicates that the charge that Page and Cox previously registered against the home was discharged a year ago, in November 2022. A copy of the parcel register is attached hereto at **Appendix "S"**.

76. The Monitor is concerned that the closing date for the sale of the home is imminent. In all of the circumstances, including Page's and Cox's past conduct in respect of the improper transfers of OTE assets and cash, and their likely knowledge that the Monitor is conducting further investigations and seeking information and protective orders, the Monitor also believes that there is a significant risk that Page and Cox are likely to move, dissipate or attempt to hide the proceeds from the sale of the home, when the sale closes imminently.

XIV. RELIEF SOUGHT

77. Based on the improper and suspicious payments and transactions detailed above, the Monitor believes it is necessary and appropriate in the circumstances to seek the Mareva Order. The Monitor believes that there is a strong *prima facie* case of fraud against the Mareva Respondents. There is plain evidence that very significant funds were improperly diverted from the OTE Group to or for the benefit of the Mareva Respondents. The Mareva Respondents, and particularly Page, have attempted to compromise OTE Group's books and records. Given the improper and fraudulent manner in which funds were extracted from the OTE Group, the Monitor believes that there is a real risk that the Mareva Respondents will abscond with or attempt to transfer or hide these funds or assets obtained with them, or other assets held by the Mareva Respondents, and/or dissipate (or continue to dissipate) their assets or assets held on their behalf, in order to avoid enforcement of any remedies, orders or judgments that may be granted against them. This risk is compounded by the recent sale of Page and Cox's home.
78. There is no known prejudice that would be suffered by the Mareva Respondents if the assets were frozen on an interim basis to allow the Monitor to further investigate as well as trace funds and assets transferred from the OTE Group to the improper benefit of the Mareva Respondents. On the other hand, if the assets and funds are not preserved and frozen on an interim basis, the OTE Group and its stakeholders may suffer substantial and irreparable harm, including harm that cannot be cured or compensated for in damages because the Mareva Respondents will have moved their assets beyond this Court's reach, or otherwise dissipated them. In connection with its role as a Court officer and its duty to protect and preserve the property of the OTE Group (including as provided in the Monitor's Enhanced Powers and Amended Bid Process Approval Order), the Monitor believes that the Order sought is necessary and appropriate in the circumstances, and in the best interests of the OTE Group and its stakeholders.
79. Given that the Monitor as an officer of the Court is seeking the relief for the benefit of the stakeholders of OTE Group, and not for its own benefit, and in all the circumstances, the Monitor asks that it be

relieved under Rule 40.03 of the *Rules of Civil Procedure* of any obligation to provide an undertaking as to damages.

80. In all the circumstances, the Monitor believes it is just and equitable for a freezing order to be issued.

XV. CLAIMS PROCEDURE UPDATE¹

80. Pursuant to the Claims Procedure Order, the Monitor commenced the Claims Procedure to determine the nature, quantum, and validity of claims against the OTE Group and its current and former Directors and Officers, for the purposes of providing clarity to the OTE Group, its stakeholders, and the Monitor, as to the number, nature, and quantum of Claims (other than Unaffected Claims) against the OTE Group and its Directors and Officers.

81. The claims bar date was June 27, 2023 (the “**Claims Bar Date**”). Prior to the Claims Bar Date, 49 Claims with a gross value of approximately \$462 million were filed, which included duplicative Claims that were filed under separate categories (i.e., a Claim filed as both a Pre-Filing Claim against the OTE Group and a D&O Claim would be counted twice). After correcting for duplicative claims, the net value of the Claims was approximately \$204 million. Four additional claims totaling approximately \$300,000 were received after the Claims Bar Date (the “**Late Claims**”). A summary of Claims received by the Monitor is below:

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed in the Claims Procedure.

Summary of Claims Received				
Claimant Category	Claim Type	# of Claims	Total Claim Amount (CAD)	Notes
Tax authorities	D&O	3	255,429,118	2
	Pre-Filing	2	135,998,852	1
	Restructuring	1	814,602	
	Total	6	392,242,572	
Litigation claims	D&O	3	-	1
	Pre-Filing	19	54,915,324	1
	Restructuring	2	500,794	
	Total	24	55,416,118	
Trade creditors	Pre-Filing	9	827,023	
	Restructuring	3	4,123,401	1
	Total	12	4,950,423	
Construction	Pre-Filing	1	3,606,077	
	Restructuring	1	15,064	
	Total	2	3,621,141	
Insurance claim	Pre-Filing	2	3,420,000	
	Total	2	3,420,000	
Employee claims	D&O	3	56,055	2
	Pre-Filing	2	52,999	
	Restructuring	2	40,962	
	Total	7	150,016	
Total claims		53	459,800,271	
<i>Less amounts that are accounted for in other claims</i>			(255,485,173)	
Total net claims			204,315,097	

Notes:

(1) Includes placeholder claims where the claim amounts have not been quantified.

(2) Amounts are accounted for in other claims.

82. As part of the Claims Procedure, the Ministry of Finance (Ontario) (“**MOF**”) has submitted a claim of approximately \$137 million with respect to unremitted fuel and gas taxes subject to the ongoing fuel and gas tax audits. The Canada Revenue Agency (“**CRA**”) has also submitted a claim without a fixed amount because the CRA is still in the process of quantifying its claim. Based upon preliminary discussions with CRA, the Monitor expects that the quantum of CRA’s claim will exceed \$200 million in respect of unremitted carbon and excise taxes and other items.
83. As indicated in their proof of claim, the MOF noted significant variances between the volumes of fuel imported and sold as reported by the OTE Group and volumes imported and sold as determined by the MOF through their audit. The MOF’s proof of claim suggests that the volumes were materially underreported by the OTE Group resulting in significant unpaid tax debts to the MOF.

84. As at the date of this report, the Monitor is continuing its review and has not accepted, revised or rejected any claims.

XVI. MONITOR'S CONCLUSIONS

85. As at the date of this report, the Monitor has not accepted, revised or rejected any claims under the Claims Process Order. However, on a preliminary basis, it appears that the quantum owing to creditors, including in particular CRA and the MOF will be significant. The MOF alone has asserted claims for \$137 million in respect of unpaid fuel and gasoline taxes, much of which are claimed to have accrued during the time period that funds were paid from the OTE Group's bank accounts to purchase the AirSprint interests, the Italian Yacht and the other assets under review as described above. The CRA has asserted a placeholder claim and the Monitor understands it is in the process of evaluating the quantum of taxes owing to it.
86. The Monitor is continuing to conduct the Historical Transaction Review to establish a more complete set of books and records to better understand (i) the root causes leading to the claims received by the Monitor and (ii) other potential areas of asset recovery for the benefit of the creditors.
87. As indicated above, the Historical Transactions Review is ongoing, and the Monitor intends to attend this Court at a later date to report more fully on the status of the Monitor's Historical Transactions Review and appropriate next steps the Monitor will need to pursue.
88. The Monitor believes the Mareva Order is necessary and appropriate now, in all the circumstances, for the reasons described in this Report, including the risk that funds and assets held by the Mareva respondents (including without limitation the proceeds of sale of the Waterdown home) will be moved, dissipated or potentially secreted in view of the Mareva Respondents' past conduct in respect of the improper transfers of OTE assets and cash, and their likely knowledge that the Monitor is conducting further investigations and seeking information and protective orders. The Monitor also intends to seek directions from this Court regarding appropriate next steps for other parties that may have received improper payments from the OTE Group.

All of which is respectfully submitted this 8th day of November 2023.

KPMG Inc.
In its capacity as Monitor of
Original Traders Energy Group
And not in its personal or corporate capacity

Per:



Paul van Eyk
CPA, CA-IFA, CIRP, LIT, Fellow of INSOL
President



Duncan Lau
CPA, CMA, CIRP
Senior Vice President

APPENDIX “A”

July 14, 2023

Monique Jilesen
Direct line: 416-865-2926
Email: mjilesen@litigate.com

Via Email

Steven L. Graff (sgraff@airdberlis.com)
Aird & Berlis LLP
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Raj S. Sahnir (sahnir@bennettjones.com)
Bennett Jones LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

Dear Counsel:

**RE: In the Matter of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended and in the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc.
Court File No.: CV-23-00693758-00CL
Our File No.: 101134**

We have now had an opportunity to review the OTE Group's Motion Record dated July 10, 2023, which includes the Affidavit of Scott Hill sworn on July 10, 2023 ("**Hill Affidavit**"). Paragraph 29 of the Hill Affidavit states that 2658658 Ontario Inc. ("**265**") is the registered owner of the Yacht and that Mr. Hill understands that GPMC Holdings International is the business name under which 265 operates. To clarify, it is our understanding that CWC International, Inc. ("**CWC**") is the current owner of the Yacht. CWC was incorporated on October 6, 2022 in the Cayman Islands and is owned by Mr. Glenn Page and Ms. Mandy Cox.

On October 20, 2022, we understand that 265 transferred the Yacht to GPMC Holdings International Inc. ("**GPMC International**"), a St. Lucia-based company, for the amount of USD\$3,150,000. On October 21, 2022, CWC agreed to purchase the Yacht from GPMC International for USD\$3,000,000, and GPMC International agreed to loan CWC the amount of USD\$2,700,000 to facilitate the purchase of the Yacht. As security for the loan, GPMC International placed a mortgage over the Yacht on November 21, 2022.

Separately, we understand that the OTE Group is seeking relief to be added as a loss payee under the current insurance policy with Spheric Assurance Company ("**Spheric Assurance**"), Ltd. for the Yacht. On July 11, 2023, Spheric Assurance advised our client that it has decided to not renew the current policy, which is set to expire on August 12, 2023, and that the coverage under the existing policy will cease as of the policy expiration date. Attached is a copy of the Spheric Assurance letter dated July 11, 2023.

We are currently looking into the insurer's reason for non-renewal. In the meantime, would you please advise whether the Monitor or the OTE Group has recently reached out to Spheric Assurance, and, if so, to advise what was discussed and/or provide all correspondence with Spheric Assurance.

Yours truly,



Monique Jilesen

Encl.

- c. Jonathan Chen, Keely Kinley (Lenczner Slaght LLP)
Jessica Orkin, Natai Shelsen (Goldblatt Partners LLP)

REGISTERED MAIL

July 12, 2023

2658658 Ontario Inc.
Glenn Page and Brian Page
1005 Skyview Dr. Suite 200
Burlington, ON L7P 5B1

RE: Boats, Yachts & Watercraft P/L - Policy No. 22GMI00768
Spheric Assurance

**** Spheric Assurance is NOT offering renewal terms****

Dear Glenn Page and Brian Page:

Spheric Assurance has advised our office that they will not be offering a renewal due to risk not meeting their underwriting requirements. All insurance coverage will lapse at 12:01 a.m. on August 12, 2023.

As your broker, we have done our best to negotiate alternative insurance with other carriers on your behalf. Unfortunately, we have been unsuccessful in our endeavors. We recommend that you pursue other insurance providers as different brokerages may have access to markets to which we may not have access.

To confirm, coverage with Spheric Assurance and StoneRidge Insurance, for the above mentioned policy will cease at 12:01 a.m. on August 12, 2023.

Should you have any questions or require further assistance, please feel free to contact us.

Sincerely,



Dawne Smith, CIP
Commercial Account Manager

|

APPENDIX “B”

Official No.	Name of Ship	No., Year and Port of Registry	Whether a Sailing, Steam or Motor Ship	Horse Power of Engines, if any
	HOMESOUTH	No. in 2022, George Town	Motor Ship	1764 kW
Length, from forepart of stem, to the aft side of the head of the stern post		<u>Metres</u> 20.94	Gross	71.18
Main breadth to outside of plating		5.13	Number of Tons Register	53.39
Depth in hold from tonnage deck to ceiling amidships and as described in more detail in the Certificate of the Surveyor and the Register Book.		2.79		

Whereas ^(a) there is an account current between CWC International, Inc., a Cayman Islands exempted company formed under the laws of the Cayman Islands with registered office at c/o 68 Fort Street, George Town, Grand Cayman, Cayman Islands (the "Mortgagor") and CPMC Holdings International Inc., with a place of business at 20 Micoud Street, Castries, Saint Lucia (the "Mortgagee") which account is set forth in and regulated by and subject as to repayment and other conditions by a Loan Agreement and a Deed of Covenants both dated 21 NOVEMBER, 2022 and all by or between the Mortgagor and the Mortgagee (in each case as modified, replaced, restated (including without limitation any replacement loan agreement or note issued in respect thereof), amended and supplemented from time to time, all of which documents (as so modified, replaced, restated, amended and supplemented, if applicable) are together hereinafter referred to as the "Security Documents") whereby the amount of principal, interest, and other sums due at any time may be ascertained by reference to the books or other records of account of the Mortgagee and the Security Documents in which are set out the manner, terms and conditions of payment, with the terms of all the Security Documents being deemed to be incorporated herein as if the same were set out in full.

AND, Whereas the Mortgagor has agreed, inter alia, to hereby grant to the Mortgagee a mortgage on the ship above particularly described (the "Ship") to secure to the Mortgagee the due and punctual payment of all sums for the time being owing to the Mortgagee on the said account current and/or pursuant to the Security Documents.

Now we the ^(b) Mortgagor in consideration of the premises for ourselves and our successors, covenant with the said ^(c) Mortgagee and ^(d) its assigns, to pay to him or them or it the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid. And for the purpose of better securing to the said ^(c) Mortgagee and its assigns the payment of such sums as last aforesaid, we do hereby mortgage to the said ^(c) Mortgagee 64/64 shares, of which we are the Owners in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances.

Furthermore, it is hereby provided that it is prohibited to create further mortgages over the Ship, transfer the ownership of the Ship or terminate the registration of the Ship on application by the Mortgagor without, in each case, the prior written consent of the Mortgagee.

Lastly, we for ourselves and our successors, covenant with the said ^(c) Mortgagee and ^(d) its assigns that we have power to mortgage in manner aforesaid the above-mentioned shares, and that the same are free from incumbrances

In witness whereof we have executed this Mortgage as a Deed this 21 NOVEMBER, 2022.

Executed as a Deed and Delivered by)
 acting by its Patrice Boothe)
 in the presence of Patrice Boothe)
Patrice Boothe)
 Notary Public)
 Peter A. de Vere, for an on behalf of CWC International, Inc.

Patrice Boothe
 Patrice Boothe
 Notary Public in and for the Cayman Islands
 My commission expires 31 January, 2023
 Date: 15 December, 2022

Mortgage 'A'
 Entered 30th day of DECEMBER 2022
 Registrar of British Ships
 Cayman Islands
 09:30 HAS (LMS)

[510298-0002/1028394/1] (a) Here state by way of recital that there is an account current between the Mortgagor (describing the Company and giving its address), and the Mortgagee (giving address and description - if the Mortgagee is a Body Corporate the full title and address must be given, and if Joint Mortgagees are concerned they must be so described), and describe the nature of the transaction so as to show how the amount of principal and interest due at any given time is to be ascertained, and the manner and time or payment. (b) Name of the Company. (c) Full name of Mortgagee. (d) "his", "their" or "its". (e) If any prior incumbrance add, "save as appears by the Registry of the said Ship". ISignatures and description of witnesses, i.e., Directors, Secretary, etc. (as the case may be).
 Note.- The prompt registration of a Mortgage Deed at the Port of Registry of the Ship is essential to the security of Mortgagee, as a Mortgage takes its priority from the date of production for registry, *not from the date of the instrument*.
 Note.- Registered Owners or Mortgagees are reminded of the importance of keeping the Registrar of British Ships informed of any change of residence on their part.

N.B. - In the case of Transfer it must be made by Indorsement in one of the following forms ---

TRANSFER OF MORTGAGE - by Individual or Joint Mortgagees

(a) "I" or "we" (a).....the within-mentioned..... in consideration of..... this day paid to (b)..... by..... (c) "him", "them" or "it". hereby transfer to (c).....the benefit of the within-written security. In witness whereof (d)..... have hereunto subscribed (d).....name.....and affixed (d).....seal.....this..... day of.....two thousand and.....

Executed by the above named.....))

(e) Name, address and description of witness. If the ship is registered in Scotland two witnesses are required.

in the presence of (e)

TRANSFER OF MORTGAGE - by Body Corporate

The within mentioned..... in consideration of..... this day paid to it by..... hereby transfer to (c).....the benefit of the within-written security. In witness whereof we have hereunto affixed our common seal this.....day of.....two thousand and.....

The Common Seal of the.....)) was affixed in the presence of*.....)))

N.B. - In case a Mortgage is paid off, a Memorandum of its Discharge in one of the following forms must be used.

By Individual or Joint Mortgagees

Received the sum of..... in discharge of this within written security. Dated at..... this.....day of.....20..... Witness (e)..... of.....

By Bodies Corporate

Received the sum of..... in discharge of the within-written security. In witness whereof we have hereunto affixed our common seal this.....day of.....20.....at..... The Common Seal of the.....)) was affixed in the presence of*.....)))

*Signatures and description of witnesses, i.e., Director, Secretary, etc. (as the case may be).



CERTIFICATE OF BRITISH REGISTRY

PARTICULARS OF SHIP

NAME OF SHIP	NUMBER, YEAR AND PORT OF REGISTRY	OFFICIAL NUMBER
HOMESOUTH	231 IN 2022, GEORGE TOWN	752253
NAME & ADDRESS OF BUILDERS	TYPE OF SHIP	SIGNAL LETTERS
AZIMUT - BENETTI S.p.A. VIA MARTIN LUTHER KING 9/11 10051 AVIGLIANA (TORINO) ITALY	PLEASURE YACHT	ZGPO8
	MATERIAL USED TO CONSTRUCT HULL	IMO NUMBER (IF ANY)
	FABRIC / GRP	-
NUMBER, YEAR AND PORT OF PREVIOUS REGISTRY (IF ANY)	DATE KEEL LAID	DATE MEASURED
844825 CUZ WE CAN HAMILTON	JUN-2021	2-APR-2022

PRINCIPAL DIMENSIONS

LENGTH (m):	20.94	THE TONNAGE(S) OF THIS SHIP IN ACCORDANCE WITH HER CAYMAN ISLANDS TONNAGE CERTIFICATE IS:	
BREADTH (m):	5.13		
MOULDED DEPTH (m):	2.79	TONNAGE(GROSS AND NET):	47.95
MOULDED DRAUGHT (m):	1.87	-	-
OVERALL LENGTH (m):	20.94	<i>For ships under 24 metres length, the tonnage is the gross tonnage and net tonnage.</i>	

PARTICULARS OF ACCOMMODATION

NUMBER OF SEAMEN (INCLUDING APPRENTICES) FOR WHOM ACCOMMODATION IS PROVIDED:	2
NUMBER OF PASSENGERS FOR WHOM ACCOMMODATION IS PROVIDED:	12

ENGINE AND BOILER PARTICULARS

DESCRIPTION OF ENGINES	NAME & ADDRESS OF ENGINE MAKERS	ENGINE DETAILS	
VOLVO PENTA D13 IPS	-	NO. OF SETS:	3
		NO. OF SHAFTS:	3
		WHEN MADE:	2021
NUMBER OF CYLINDERS IN EACH SET	DIAMETER OF CYLINDERS (mm)	LENGTH OF STROKE (mm)	
DESCRIPTION OF BOILERS	NAME & ADDRESS OF BOILER MAKERS	BOILER DETAILS	
-	-	NUMBER:	-
		WORKING PRESSURE:	-
		WHEN MADE:	-

ADDITIONAL PARTICULARS

ESTIMATED BRAKE POWER (kW)	ESTIMATED SPEED OF SHIP (knots)	METHOD OF PROPULSION
1764	32	MOTOR

NAME AND ADDRESS OF THE OWNER

NUMBER OF SIXTY-FOURTH SHARES

CWC International, Inc. c/o HSM Corporate Services Limited 68 Fort Street George Town Grand Cayman CAYMAN ISLANDS		64 SHARES
<p>DATED AT GEORGE TOWN, CAYMAN ISLANDS ON 30 DECEMBER 2022.</p>		 REGISTRAR OF BRITISH SHIPS

NOTICE: A Certificate of Registry is not a document of Title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship. In case of any change of ownership it is important for the protection of the interests of all parties that the change should be registered according to law. Changes of ownership, address or other registered particulars should be notified to the Registrar at the Port of Registry. Should the Vessel be lost, broken up, or cease to be entitled to be registered in the Cayman Islands, notice thereof, together with the Certificate of Registry, if in existence, should within 30 days be given to the Registrar of Shipping at George Town in the Cayman Islands under a penalty for default.

NOTE: For the purpose of this Certificate, when a Pleasure Yacht is engaged in trade (by carrying passengers for hire, reference SOLAS Chapter 1, Part A, Regulation 3(a)(v)) it may also be referred to as a Commercial Vessel.

CR-394618

Certificate Of Incorporation

I, **JOYA A. RANKINE** Assistant Registrar of Companies of the Cayman Islands
DO HEREBY CERTIFY, pursuant to the Companies Act, that all requirements of the said
Act in respect of registration were complied with by

CWC International, Inc.

an Exempted Company incorporated in the Cayman Islands with Limited Liability with effect from the
6th day of October Two Thousand Twenty-Two

Given under my hand and Seal at George Town in the
Island of Grand Cayman this 6th day of October
Two Thousand Twenty-Two



A handwritten signature in black ink, appearing to read "J. Rankine", followed by a horizontal line.

**Assistant Registrar of Companies,
Cayman Islands.**

DATED

21st October 2022

LOAN AGREEMENT

between

GPMC HOLDINGS INTERNATIONAL INC.

and

CWC INTERNATIONAL, INC.

CONTENTS**CLAUSE**

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THIS AGREEMENT is dated

2022

PARTIES

- (1) **GPMC Holdings International Inc.** a company duly incorporated in Saint Lucia with its registered office situated at 20 Micoud Street, Castries, Saint Lucia, represented herein by its duly appointed director Glenn Page (**Lender**).
- (2) **CWC International, Inc.** a company duly incorporated in the Cayman Islands with its registered office situated at C/o HSM Corporate Services Ltd., 68 Fort Street, George Town, Grand Cayman represented herein by its duly appointed director Mandy Cox (**Borrower**).

BACKGROUND

The Lender has agreed to sell and the Borrower has agreed to purchase one (1) S7 Azimut powerboat named "Cuz You Can" (the "Vessel") more particularly described below, for the purchase price of US\$3,000,000.00.

The Lender has agreed as part of the sale and purchase transaction, to loan to the Borrower the sum of US\$2,700,000.00, to facilitate the purchase of the Vessel by the Borrower from the Lender, subject to the terms of this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause, apply in this Agreement.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in Saint Lucia.

Loan: US\$2,700,000.00 being the principal amount of the loan to be made by the Lender to the Borrower under this Agreement or (as the context requires) the principal amount outstanding for the time being of that loan.

Vessel: S7 Azimut Powerboat, hull no. 47, registration no. 844825 (Canada)

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A reference to this Agreement (or any provision of it) shall be construed as a reference to this Agreement as it is in force for the time being and as amended, varied or supplemented from time to time.

- 1.4 A reference to writing or written includes faxes but not e-mail.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
- 1.7 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- 1.8 A reference to the Borrower and the Lender shall include their respective successors, permitted transferees and permitted assigns.

2. THE FACILITY

- 2.1 The Lender grants to the Borrower the Loan with interest repayable in full on demand.
- 2.2 The Lender shall advance the full amount of the Loan on the 21st October 2022 or such other date as the parties may agree to facilitate the purchase of the Vessel by the Borrower from the Lender.

3. PURPOSE

- 3.1 The Borrower shall use the Loan proceeds under this Agreement towards the purchase of the Vessel and for no other purpose whatsoever.

4. SECURITY

The Lender shall be entitled to take a registrable mortgage / registrable charge over the Vessel immediately upon the Vessel being registered in the Cayman Islands Ship Registry.

5. INTEREST

The Borrower shall pay interest on the Loan at the rate of 1% per annum. Interest shall accrue daily and shall be payable annually in arrears; or less frequently as is agreed between the Parties.

All payments made by the Borrower under this Agreement (interest or principal repayment) will be to any such account as the Lender may notify to the Borrower.



6. PAYMENT, REPAYMENT AND PREPAYMENT

Covenant to pay

The Borrower hereby promises and covenants to pay the Lender, the Loan plus all accrued interest on or before 1st January 2033.

Illegality

If it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Loan:

- i) the Lender shall promptly notify the Borrower in writing upon becoming aware of that event;
- ii) the Borrower shall repay the Loan which has become unlawful to the extent required by applicable law on the date specified by the Lender (such date being no earlier than the last day of any applicable grace period permitted by law).

Voluntary prepayment

The Borrower may, in its sole discretion, repay all or any portion of the Loan in advance of the payment deadline of 1st January 2033.

No prepayment may be effected under this clause unless the Borrower shall have given the Lender at least ten (10) Business Days' notice of its intention to make such prepayment. Every notice of prepayment shall be irrevocable without the consent of the Lender, but any such notice of prepayment may be made contingent on the occurrence of certain events.

No re-borrowing

No amount repaid or prepaid may be re-borrowed.

7. CALCULATIONS

All interest and other payments of an annual nature under this Agreement shall accrue from day to day and be calculated on the basis of actual days elapsed and a year of 365/366 days. In calculating the actual number of days elapsed in a period which is one of a series of consecutive periods with no interval between them or a period on the last day of which any payment fails to be made in respect of such period, the first day of such period shall be included but the last day excluded.

8. EVENTS OF DEFAULT

The following events shall each constitute an "**Event of Default**" for the purposes of this Agreement:

Non-payment - The Borrower fails to pay any portion of the Loan within three (3) Business Days after the due date for payment thereof.

Breach of undertaking - The Borrower fails duly to perform or comply with any of its material obligations hereunder (other than an obligation to pay the Loan Sum), and such failure continues for five (5) Business Days after written notice has been given to the Borrower by the Lender requiring the same be remedied.

Insolvency and creditors' process

- A)** The Borrower is unable or admits its inability to pay its debts as they fall due or, by reason of actual or anticipated financial difficulties, suspends making payments on any of its debts or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- B)** The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities).
- C)** Any action, legal proceeding or other procedure or step is taken in relation to:
- i) the Dissolution of the Borrower;
 - ii) the suspension of payments on or a moratorium of any material indebtedness of the Borrower;
 - iii) a composition, compromise, assignment or arrangement with any creditor of the Borrower; or
 - iv) the expropriation, attachment, sequestration, distress or execution of any material asset of the Borrower, unless any such action, proceeding or procedure is frivolous or vexatious and is discharged, stayed or dismissed as soon as is reasonably practicable following its commencement and in any event within twenty (20) Business Days.
- D)** A liquidator, receiver, administrative receiver, administrator, compulsory manager, or other similar officer is appointed in respect of the Borrower or any of its material assets.

Illegality- It is or becomes unlawful for the Borrower to perform or comply with any of its obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this Agreement the following:

Status - It is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

Power, capacity and authority - It has full power, capacity and authority and has taken all actions and obtained all consents, licences and authorizations necessary to execute and deliver this Agreement and the transactions contemplated hereby and to perform its obligations hereunder, and all such consents, licences and authorizations remain in full force and effect and have not been superseded or amended in any way.

Legal, valid and binding

- (a) Its obligations under this Agreement are valid, legal, binding and enforceable in accordance with their terms.
- (b) It will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in relation to this Agreement.

No conflict or default - Its entry into and its performance of its obligations under this Agreement will not:

- (a) breach or conflict with any applicable law, rule or regulation or its constitutional documents (if applicable); or
- (b) breach, conflict with or constitute (with or without the elapsing of time) an event of default under any document which is binding upon it or any of its present or future assets.

10. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 10.1 Any amendment to this Agreement shall be in writing and signed by, or on behalf of, each party.

- 10.2 Any waiver of any right or remedy or any consent given under this Agreement is only effective if it is in writing and signed by the waiving or consenting party. It shall apply only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 10.3 No delay or failure to exercise any right or remedy under this Agreement on the part of the Lender shall operate as a waiver of any such right or remedy.
- 10.4 No single or partial exercise of any right or remedy under this Agreement by the Lender shall prevent any further or other exercise or the exercise of any other right or remedy under this Agreement.
- 10.5 Rights and remedies under this Agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise.

11. ASSIGNMENT

- 11.1 The Lender may assign any of its rights under this Agreement or transfer all its rights or obligations by novation.
- 11.2 The Borrower may not assign any of its rights or transfer any of its rights or obligations under this Agreement.

12. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts, by scanned email, fax or docusign, each of which is an original and which, together, have the same effect as if each party had signed the same document.

13. THIRD PARTY RIGHTS

A person who is not a party to this Agreement cannot enforce, or enjoy the benefit of, any term of this Agreement.

14. NOTICES

- 14.1 Each notice or other communication required to be given under, or in connection with, this Agreement shall be:
- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
 - (b) sent to the parties at the addresses shown in this Agreement or such other addresses as are notified in writing by one party to the other from



time to time for the purpose of receiving notices.

14.2 Any notice or other communication given by either party shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day following the day on which it was dispatched by pre-paid first-class post.

14.3 A notice or other communication given as described in clause 15 on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day.

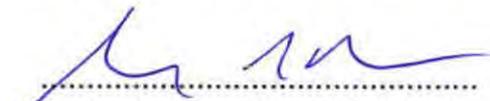
15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of Saint Lucia.

15.2 The parties to this Agreement irrevocably agree that the courts of Saint Lucia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non- contractual disputes or claims).

This agreement has been entered into on the date stated at its beginning.

Signed by:
GPMC Holdings International Inc.


.....
By its director – Glenn Page

Signed by:
CWC International, Inc.


.....
By its director – Mandy Cox

YACHT PURCHASE AND SALE AGREEMENT

DATE: 21st day of October 2022

This is an Agreement (the "Agreement") made by and between **CWC International, Inc.** a company incorporated under the laws of the Cayman Islands office situated at c/o HSM Corporate Services Ltd., 68 Fort Street, George Town, Grand Cayman represented herein by its duly appointed director Mandy Cox (the "BUYER"), and **GPMC Holdings International Inc.** a Company incorporated under the laws of Saint Lucia having its registered office at 20 Micoud Street, Castries, Saint Lucia and represented by its duly appointed director Glenn Page, (the "SELLER"), owner of the Yacht - a S7 Azimut powerboat (hull no. 47 / registration no. 844825 (Canada)) with 3 x Volvo Penta diesel engines called "CUZ WE CAN" (the "YACHT").

1. PRICE: The "SELLING PRICE" shall be US\$3,000,000.00 for which the BUYER agrees to buy and the SELLER agrees to sell the YACHT, subject to the terms and conditions set forth in this Agreement. The SELLING PRICE shall be paid in full at the closing.

2. SURVEY: The BUYER has waived the need for a survey and sea trial.

3. ACCEPTANCE OF THE YACHT: This agreement executed by the BUYER and delivered to the SELLER constitutes the BUYER's acceptance of the YACHT as is where is.

4. CLOSING: The "closing" on this sale shall take place by five o'clock p.m. local time on 22nd October 2022 or such other date as the parties may agree at a mutually agreed location. (**Seller and Buyer need not be present**). The closing of the sale shall be deemed completed when:

A. All documents necessary to transfer good and absolute title (including a Bill of Sale) to the YACHT made out to the BUYER or its appointed nominee have been received by the BUYER or its representative.

B. The SELLING PRICE is paid in collected funds to the SELLER.

IT IS THE BUYER'S RESPONSIBILITY TO OBTAIN ANY ASSURANCES IT REQUIRES REGARDING THE AVAILABILITY OF SATISFACTORY FINANCING AND INSURANCE PRIOR TO THE ABOVE MENTIONED DATE.

INITIALS:

BUYER

SELLER

5. ADDITIONAL PROVISIONS: OTHER RIGHTS, OBLIGATIONS AND MISCELLANEOUS PROVISIONS

SELLER'S REPRESENTATIONS: The SELLER warrants and/or agrees as follows:

- A. That it has full power and legal authority to execute and perform this Agreement, that it has good and marketable title to the YACHT, and that it will obtain permission from any authority to sell the YACHT, if necessary.
- B. That the YACHT will be sold free and clear of any mortgages, liens, bills encumbrances, or claims whatsoever.
- C. To deliver the YACHT and its inventory as accepted in paragraph #3, on or before the closing date and upon payment in full of the SELLING PRICE.
- D. To pay any and all duties, taxes, fees, or other charges assessed against the YACHT by any governmental authority prior to the closing, to hold harmless and indemnify the BUYER against any claims or actions for such fees, taxes etc. and to provide validation of such payments at the closing, upon written request by the BUYER.
- E. To hold harmless and defend the BUYER against any and all claims incurred prior to closing that may impair or adversely affect the BUYER's receipt, use and possession of the YACHT including good and absolute title thereto; and to assume all costs incident to defending the BUYER against such claims, including their reasonable attorney's fees.
- F. To lend the BUYER the sum of US\$2,700,000.00 under the terms of a loan agreement to partially facilitate the purchase of the YACHT.

BUYER'S REPRESENTATIONS: The BUYER warrants and/or agrees as follows:

- A. That it has full power and legal authority to execute and perform this Agreement and to obtain the permission of any authority to buy the YACHT, if required.
- B. To deliver the following at closing:
 - (1) Collected funds payable to the SELLER, or for the SELLER's account, in any amount equal to the SELLING PRICE as set forth in Paragraph #1.
 - (2) Any and all documents, including authorization, required to complete this purchase.
- C. The BUYER will have the right of possession of the YACHT only upon completion of the closing.
- D. To utilized any funds loaned to the BUYER by the SELLER towards the purchase of the YACHT and to ensure that a mortgage / charge is registered against the YACHT at any port of Registry where the YACHT is registered after closing.

INITIALS:

BUYER

SELLER

6. INTERIM RESPONSIBILITIES: The SELLER shall bear all risk of loss or damage to the YACHT, or to any person or property on said YACHT, until closing. Any damages to the YACHT subsequent to acceptance as set forth in Paragraph #3, and prior to completion of closing, shall be repaired by the SELLER at its expense, subject to approval of the BUYER who has the right to request a reasonable price adjustment or to cancel the sale if substantial damages cannot be repaired to his satisfaction. The SELLER agrees not to use the YACHT after acceptance by the BUYER, save and except with the BUYER's permission.

7. DEFAULT BY SELLER: The SELLER's failure to deliver the YACHT to the BUYER or otherwise to perform the terms of Agreement, due to any reason (including loss of or substantial damage to the YACHT caused by the SELLER's negligence which prevents completion of the sale), shall obligate the SELLER to repay to the BUYER any funds paid by the BUYER to the SELLER in advance of closing. The SELLER's obligation is without prejudice to any other rights the BUYER might also have as a result of the SELLER's default.

8. DEFAULT BY BUYER: The BUYER and SELLER agree that the amount of damages sustainable in the event of a default by the BUYER are not capable of ascertainment. Therefore, in the event that the BUYER, after accepting the YACHT under the terms of this Agreement, fails to fulfill any or all of the obligations set forth in this Agreement, the SELLER shall be entitled to a sum equivalent to 10% of the sale price of the YACHT within 14 days of closing as liquidated damages and the BUYER and SELLER shall be relieved of all obligations under the Agreement.

9. NO WARRANTIES: THE BUYER EXPRESSLY AGREES THAT NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, HAVE BEEN OR WILL BE MADE DIRECTLY OR INDIRECTLY BY THE SELLER CONCERNING THE CONDITION OR USE OF THE YACHT SAVE FOR ANY REPRESENTATIONS MADE IN THIS AGREEMENT. THE BUYER FURTHER EXPRESSLY AGREES THAT HE HAS NOT RELIED UPON ANY ORAL REPRESENTATION BY THE SELLER AS TO THE CONDITION OR CAPABILITY OF THE YACHT OR ITS INVENTORY. THE BUYER ALSO RECOGNIZES AND ACKNOWLEDGES THAT THE YACHT AND ITS INVENTORY MAY HAVE BOTH APPARENT AND/OR HIDDEN DEFECTS AND THE BUYER ACCEPTS RESPONSIBILITY FOR DETERMINING THE CONDITION OF THE YACHT, ITS INVENTORY, AND THE EXISTENCE OF ANY DEFECTS.

INITIALS:

BUYER



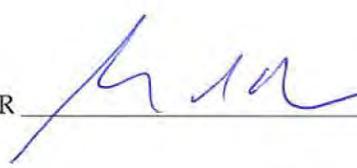
SELLER



10. COUNTERPARTS: This Agreement may be executed in several counterparts, by fax or scanned email, each counterpart shall be deemed an original.

IN WITNESS WHEREOF the BUYER and SELLER have hereunto placed their signatures as of the date written below.

WITNESS  BUYER  DATE Nov 1/22

WITNESS  SELLER  DATE Nov 1/22

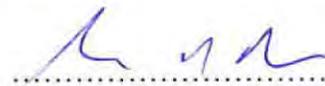
BILL OF SALE
(INDIVIDUALS OR JOINT OWNERS)

Official Number	Hull No. 47		
Name of Ship	CUZ WE CAN		
Number, Year and Port of Registry	844825 / 31st August 2021 / Ottawa Canada		
Whether a sailing, stem or motor ship	MOTOR SHIP- Triple Screw		
Engines (if any)	Volvo x 3		
Length from fore part of stem, to the aft side of the head of the stem post/fore side of the rudder stock	<u>Meters</u>	<u>Tenths</u>	<u>Number of KG</u>
	20	94	Gross Register
Main breadth to outside of plating	5	13	71.18 53.39
Depth in hold from tonnage deck to ceiling amidships	2	79	

We, the undersigned **2658658 ONTARIO INC.** of 118 Main Street North, Waterdown, On, Canada, L0R 2H0 (hereinafter called "the Transferor") for the sum of **US\$3,150,000.00** given to me by **GPMC HOLDINGS INTERNATIONAL INC.** of 20 Micoud Street, Castries, Saint Lucia (hereinafter called "the Transferee") the receipt whereof is hereby acknowledged, transfer **24/24** shares in the Ship above particularly described, and in her boats and appurtenances, to the said Transferee.

Further, we the said Transferor for our heirs and assigns, covenant with the said Transferee and its assigns that we have power to transfer in the manner aforesaid the premises hereinbefore expressed to be transferred, and that the same is free from encumbrances of any nature or kind.

In witness whereof we have hereunto subscribed our name on the 20th October 2022.


.....
2658658 Ontario Inc.
By its Director *Glenn Page*
(Transferor)

Executed by the above named Transferor
In the presence of:


.....
NOTARY PUBLIC

Hussein S. Kudrati
Lawyer & Notary Public
LSUC #70349F



APPENDIX “C”

ACCOUNT	DATE	DESCRIPTION	DISBURSEMENTS	CURRENCY	DISBURSEMENTS (CAD)	PAYEE
OTHER DISBURSEMENTS TO KNOWN BENEFICIARIES UNDER REVIEW						
G.PAGE AND RELATED ENTITIES						
AIRSPRINT						
ACCOUNT 1640	3/3/2021	WEB PAYMENT WIRE5106202367	305,100.00	USD	418,322.61	AIRSPRINT
ACCOUNT 436	3/3/2021	WEB PAYMENT WIRE5106202368	157,270.00	CAD	157,270.00	AIRSPRINT
ACCOUNT 1640	3/4/2021	WEB PAYMENT WIRE5106301092	305,100.00	USD	418,322.61	AIRSPRINT
ACCOUNT 436	3/4/2021	WEB PAYMENT WIRE5106301093	157,263.24	CAD	157,263.24	AIRSPRINT
ACCOUNT 1640	3/10/2021	WEB PAYMENT WIRE5106900859	435,520.84	USD	597,142.62	AIRSPRINT
ACCOUNT 436	3/16/2021	WEB PAYMENT WIRE5107500710	146,925.80	CAD	146,925.80	AIRSPRINT
ACCOUNT 1640	3/19/2021	WEB PAYMENT WIRE5107800231	395,500.00	USD	542,270.05	AIRSPRINT
ACCOUNT 1640	4/15/2021	WEB PAYMENT WIRE5110501495	435,520.84	USD	597,142.62	AIRSPRINT
ACCOUNT 1640	4/30/2021	WEB PAYMENT WIRE5112001693	435,520.84	USD	597,142.62	AIRSPRINT
ACCOUNT 436	5/4/2021	WEB PAYMENT WIRE5112400827	230,935.84	CAD	230,935.84	AIRSPRINT
ACCOUNT 1640	5/25/2021	WEB PAYMENT WIRE5114501492	240,125.00	USD	329,235.39	AIRSPRINT
ACCOUNT 1640	6/1/2021	WEB PAYMENT WIRE5115201104	240,125.00	USD	329,235.39	AIRSPRINT
ACCOUNT 1640	6/4/2021	WEB PAYMENT WIRE5115501533	240,125.00	USD	329,235.39	AIRSPRINT
ACCOUNT 1640	6/17/2021	WEB PAYMENT WIRE5116802545	240,125.00	USD	329,235.39	AIRSPRINT
ACCOUNT 1640	7/14/2021	WEB PAYMENT WIRE5119500079	217,760.41	USD	298,571.30	AIRSPRINT
ACCOUNT 1640	7/29/2021	WEB PAYMENT WIRE5121001713	217,760.41	USD	298,571.30	AIRSPRINT
ACCOUNT 1640	8/3/2021	WEB PAYMENT WIRE5121500233	217,760.41	USD	298,571.30	AIRSPRINT
ACCOUNT 1640	8/6/2021	WEB PAYMENT WIRE5121801385	217,760.41	USD	298,571.30	AIRSPRINT
ACCOUNT 1640	8/31/2021	WEB PAYMENT WIRE5124300669	344,650.02	USD	472,549.64	AIRSPRINT
ACCOUNT 436	8/31/2021	WEB PAYMENT WIRE5124301399	230,935.84	CAD	230,935.84	AIRSPRINT
ACCOUNT 1640	9/1/2021	WEB PAYMENT WIRE5124400956	217,760.41	USD	298,571.30	AIRSPRINT
ACCOUNT 1640	9/1/2021	WEB PAYMENT WIRE5124401874	217,760.41	USD	298,571.30	AIRSPRINT
ACCOUNT 436	9/1/2021	WEB PAYMENT WIRE5124400959	88,820.29	CAD	88,820.29	AIRSPRINT
ACCOUNT 1640	9/3/2021	WEB PAYMENT WIRE5124600460	344,650.02	USD	472,549.64	AIRSPRINT
ACCOUNT 1640	5/13/2022	WEB PAYMENT WIRE5213300625	290,400.00	USD	398,167.44	AIRSPRINT
ACCOUNT 1640	5/24/2022	WEB PAYMENT WIRE5214400533	290,400.00	USD	398,167.44	AIRSPRINT
TOTAL AIRSPRINT					9,032,297.65	
CHEQUE/BANK WIRE						
LOGISTICS (CAD)	2/22/2019	CHEQUE - 96	7,500.00	CAD	7,500.00	MR GLENN D PAGE
LOGISTICS (CAD)	2/22/2019	CHEQUE - 88	415.28	CAD	415.28	MR GLENN D PAGE
LOGISTICS (CAD)	4/5/2019	CHEQUE - 151	7,500.00	CAD	7,500.00	MR GLENN D PAGE
LOGISTICS (CAD)	4/5/2019	CHEQUE - 152	7,500.00	CAD	7,500.00	MR GLENN D PAGE
LOGISTICS (CAD)	4/17/2019	CHEQUE - 143	7,500.00	CAD	7,500.00	MR GLENN D PAGE
ACCOUNT 1436	4/23/2019	CHEQUE - 1524	7,728.27	CAD	7,728.27	MR GLENN D PAGE
ACCOUNT 1436	6/25/2019	CHEQUE - 1595	241,858.00	CAD	241,858.00	MR GLENN D PAGE
ACCOUNT 1436	9/19/2019	CHEQUE - 1736	30,104.81	CAD	30,104.81	MR GLENN D PAGE
ACCOUNT 1436	11/19/2019	CHEQUE - 1827	2,783.31	CAD	2,783.31	MR GLENN D PAGE
ACCOUNT 1436	1/31/2020	CHEQUE - 1984	6,484.11	CAD	6,484.11	MR GLENN D PAGE
ACCOUNT 1436	3/12/2020	CHEQUE - 2040	8,242.04	CAD	8,242.04	MR GLENN D PAGE
ACCOUNT 1436	5/6/2020	WEB PAYMENT WIRE5012500940	6,575.51	CAD	6,575.51	MR GLENN D PAGE
ACCOUNT 1436	10/8/2020	BILL PAYMENT - 4007 VISA ROYAL BNK	15,000.00	CAD	15,000.00	MR GLENN D PAGE
ACCOUNT 1436	10/15/2020	WEB PAYMENT WIRE5028705585	4,040.22	CAD	4,040.22	MR GLENN D PAGE
ACCOUNT 1436	10/15/2020	WEB PAYMENT WIRE5028705608	4,030.71	CAD	4,030.71	MR GLENN D PAGE
ACCOUNT 1436	10/15/2020	WEB PAYMENT WIRE5028705579	2,376.60	CAD	2,376.60	MR GLENN D PAGE
ACCOUNT 1436	11/9/2020	BILL PAYMENT - 6561 VISA ROYAL BNK	25,230.00	CAD	25,230.00	MR GLENN D PAGE
ACCOUNT 1640	11/23/2020	WEB PAYMENT WIRE5032800566	20,000.00	USD	27,422.00	MR GLENN D PAGE
ACCOUNT 1640	12/3/2020	WEB PAYMENT WIRE5033800475	100,000.00	USD	137,110.00	MR GLENN D PAGE
ACCOUNT 1436	12/23/2020	BILL PAYMENT - 8481 VISA ROYAL BNK	25,000.00	CAD	25,000.00	MR GLENN D PAGE
ACCOUNT 1436	12/24/2020	WEB PAYMENT WIRE5035901489	75,000.00	CAD	75,000.00	MR GLENN D PAGE
ACCOUNT 436	12/31/2020	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	13,664.67	CAD	13,664.67	MR GLENN D PAGE
ACCOUNT 436	1/13/2021	WEB PAYMENT WIRE5101301118	28,620.00	CAD	28,620.00	MR GLENN D PAGE
ACCOUNT 436	1/28/2021	WEB PAYMENT WIRE5102801023	14,774.12	CAD	14,774.12	MR GLENN D PAGE
ACCOUNT 436	2/1/2021	BILL PAYMENT - 2155 VISA ROYAL BNK	14,300.00	CAD	14,300.00	MR GLENN D PAGE
ACCOUNT 436	3/1/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	200,000.00	CAD	200,000.00	MR GLENN D PAGE
ACCOUNT 436	3/1/2021	BILL PAYMENT - 7615 VISA TD BANK	25,000.00	CAD	25,000.00	MR GLENN D PAGE
ACCOUNT 436	3/1/2021	BILL PAYMENT - 7610 VISA ROYAL BNK	20,000.00	CAD	20,000.00	MR GLENN D PAGE
ACCOUNT 1640	3/2/2021	WEB PAYMENT WIRE5106100386	11,850.00	USD	16,247.54	MR GLENN D PAGE
ACCOUNT 436	3/8/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	30,000.00	CAD	30,000.00	MR GLENN D PAGE
ACCOUNT 436	4/23/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	7,863.99	CAD	7,863.99	MR GLENN D PAGE
ACCOUNT 436	5/18/2021	BILL PAYMENT - 2536 VISA ROYAL BNK	13,800.00	CAD	13,800.00	MR GLENN D PAGE
ACCOUNT 436	7/14/2021	BILL PAYMENT - 6112 VISA ROYAL BNK	54,000.00	CAD	54,000.00	MR GLENN D PAGE
ACCOUNT 436	7/26/2021	BILL PAYMENT - 7611 CRA-REV TX OWI	56,000.00	CAD	56,000.00	MR GLENN D PAGE
ACCOUNT 436	9/10/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	2,751.23	CAD	2,751.23	MR GLENN D PAGE
ACCOUNT 436	9/27/2021	BILL PAYMENT - 9726 VISA ROYAL BNK	65,000.00	CAD	65,000.00	MR GLENN D PAGE
ACCOUNT 1640	10/8/2021	WEB PAYMENT WIRE5128105158	51,056.80	USD	70,003.98	MR GLENN D PAGE
TOTAL G. PAGE - CHEQUE/BANK WIRE					1,281,426.38	
PRIDE MARINE						
ACCOUNT 1640	9/22/2020	WEB PAYMENT WIRE5026603474	500,000.00	USD	685,550.00	PRIDE
ACCOUNT 624	10/9/2020	WEB PAYMENT WIRE5028304737	100,000.00	CAD	100,000.00	PRIDE
ACCOUNT 624	11/10/2020	WEB PAYMENT WIRE5031500591	100,000.00	CAD	100,000.00	PRIDE
ACCOUNT 624	11/20/2020	WEB PAYMENT WIRE5032504968	100,000.00	CAD	100,000.00	PRIDE
ACCOUNT 624	12/8/2020	WEB PAYMENT WIRE5034300785	100,000.00	CAD	100,000.00	PRIDE
ACCOUNT 624	12/15/2020	WEB PAYMENT WIRE5035001932	100,000.00	CAD	100,000.00	PRIDE
LOGISTICS (USD)	1/15/2021	WEB PAYMENT WIRE5101506403	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	1/20/2021	WEB PAYMENT WIRE5102002884	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	2/5/2021	WEB PAYMENT WIRE5103605606	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	2/16/2021	WEB PAYMENT WIRE5104704899	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	3/9/2021	WEB PAYMENT WIRE5106800428	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	3/30/2021	WEB PAYMENT WIRE5108904346	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	4/15/2021	WEB PAYMENT WIRE5110507057	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	4/28/2021	WEB PAYMENT WIRE5111801432	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	5/14/2021	WEB PAYMENT WIRE5113402789	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	5/18/2021	WEB PAYMENT WIRE5113801207	118,500.00	USD	162,475.35	PRIDE
LOGISTICS (USD)	6/7/2021	WEB PAYMENT WIRE5115802149	100,000.00	USD	137,110.00	PRIDE
LOGISTICS (USD)	6/10/2021	WEB PAYMENT WIRE5116104167	100,000.00	USD	137,110.00	PRIDE
ACCOUNT 1640	8/5/2021	WEB PAYMENT WIRE5121705025	1,000,000.00	USD	1,371,100.00	PRIDE
PRIDE MARINE					4,227,335.35	
MARINE RELATED TRANSACTIONS						
ACCOUNT 1640	8/26/2021	WEB PAYMENT WIRE5123800625	8,400.00	USD	11,517.24	NORTHCOVE MARINA
ACCOUNT 1640	9/20/2021	WEB PAYMENT WIRE5126300548	8,400.00	USD	11,517.24	NORTHCOVE MARINA
ACCOUNT 1640	10/27/2021	WEB PAYMENT WIRE5130005690	7,000.00	USD	9,597.70	ICBM INC
ACCOUNT 436	11/30/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	31,075.00	CAD	31,075.00	BAYLAND ENTERPRISES
ACCOUNT 1640	4/1/2022	WEB PAYMENT WIRE5209101326	10,627.12	USD	14,570.84	ICBM INC
ACCOUNT 1640	4/26/2022	WEB PAYMENT WIRE5211600496	12,867.73	USD	17,642.94	ICBM INC
ACCOUNT 1640	5/5/2022	WEB PAYMENT WIRE5212500776	1,064.63	USD	1,459.71	ICBM INC
ACCOUNT 1640	5/5/2022	WEB PAYMENT WIRE5212500781	15,186.16	USD	20,821.74	ICBM INC
ACCOUNT 1640	5/11/2022	WEB PAYMENT WIRE5213104916	19,447.28	USD	26,664.17	ICBM INC
ACCOUNT 1640	5/20/2022	WEB PAYMENT WIRE5214000046	13,202.39	USD	18,101.80	ICBM INC
ACCOUNT 1640	6/9/2022	WEB PAYMENT WIRE5215903925	5,751.00	USD	7,885.20	AZIMUT BENETTI SPA
ACCOUNT 1640	6/14/2022	WEB PAYMENT WIRE5216500624	16,701.71	USD	22,899.71	ICBM INC
ACCOUNT 1640	6/24/2022	WEB PAYMENT WIRE5217500757	10,977.45	USD	15,051.18	ICBM INC
ACCOUNT 1640	7/13/2022	WEB PAYMENT WIRE5219400311	16,161.97	USD	22,159.68	ICBM INC
MARINE RELATED TRANSACTIONS					230,964.16	
CUSTOM HOME BUILDERS						
LOGISTICS (CAD)	4/30/2019	CHEQUE - 186	26,600.00	CAD	26,600.00	TRU CUSTOM HOMES INC.
ACCOUNT 1436	6/5/2019	CHEQUE - 1581	53,142.00	CAD	53,142.00	TRU CUSTOM HOMES INC.
ACCOUNT 1436	12/6/2019	CHEQUE - 1840	127,125.00	CAD	127,125.00	TRU CUSTOM HOMES INC.
ACCOUNT 1436	12/19/2019	CHEQUE - 1911	152,550.00	CAD	152,550.00	TRU CUSTOM HOMES INC.
ACCOUNT 1436	1/24/2020	CHEQUE - 1972	8,503.25	CAD	8,503.25	TRU CUSTOM HOMES INC.
ACCOUNT 1436	2/12/2020	CHEQUE - 1988	16,644.90	CAD	16,644.90	TRU CUSTOM HOMES INC.
ACCOUNT 1436	3/17/2020	CHEQUE - 2018	81,619.92	CAD	81,619.92	TRU CUSTOM HOMES INC.
ACCOUNT 1436	3/17/2020	CHEQUE - 1970	34,121.00	CAD	34,121.00	TRU CUSTOM HOMES INC.
CUSTOM HOME BUILDERS					500,306.07	
FURNISHING / POOL / DECKING / FENCE / CONTRACTING COMPANIES						
ACCOUNT 1436	9/23/2019	CHEQUE - 1742	20,000.00	CAD	20,000.00	OASIS POOLS LTD.
ACCOUNT 1436	12/4/2019	CHEQUE - 1805	30,000.00	CAD	30,000.00	OASIS POOLS LTD.
ACCOUNT 1436	12/16/2019	CHEQUE - 1910	25,000.00	CAD	25,000.00	OASIS POOLS LTD.
ACCOUNT 1436	1/27/2020	CHEQUE - 1969	50,000.00	CAD	50,000.00	OASIS POOLS LTD.
ACCOUNT 1436	3/30/2020	CHEQUE - 2042	48,669.82	CAD	48,669.82	SUBWOLF CANADA
ACCOUNT 1436	6/18/2020	CHEQUE - 2116	27,691.44	CAD	27,691.44	OASIS POOLS LTD.
ACCOUNT 1436	6/19/2020	CHEQUE - 2114	20,910.56	CAD	20,910.56	CLOSET ENVY
ACCOUNT 1436	6/30/2020	CHEQUE - 2134	32,749.00	CAD	32,749.00	THE DECK STORE
ACCOUNT 1436	6/30/2020	CHEQUE - 2132	22,303.56	CAD	22,303.56	HOME LEISURE
ACCOUNT 1436	7/8/2020	CHEQUE - 2133	18,549.44	CAD	18,549.44	RUSTIC DESIGN
ACCOUNT 1436	8/28/2020	CHEQUE - 2150	8,900.00	CAD	8,900.00	ROSEHILL CELLARS
ACCOUNT 1436	8/28/2020	CHEQUE - 2146	5,411.46	CAD	5,411.46	EDEN TILE
ACCOUNT 1436	9/18/2020	CHEQUE - 2147	10,442.20	CAD	10,442.2	

ACCOUNT 1436	6/1/2022	WEB PAYMENT	WIRE5215003857	20,290.82	CAD	20,290.82	VILLA DURAZZO
ACCOUNT 1436	6/3/2022	WEB PAYMENT	WIRE5215202284	30,415.00	CAD	30,415.00	DA VITTORIO SRL
ACCOUNT 1436	6/3/2022	WEB PAYMENT	WIRE5215204019	36,254.07	CAD	36,254.07	SIMONE BIANCHINI
ACCOUNT 1436	6/7/2022	WEB PAYMENT	WIRE5215406649	4,372.19	CAD	4,372.19	VARNA STUDIOS LTD
ACCOUNT 1436	6/9/2022	WEB PAYMENT	WIRE5215803804	7,879.48	CAD	7,879.48	FALDON BARUCH VIA CASAL BOCCONE
ACCOUNT 1436	6/9/2022	WEB PAYMENT	WIRE5215806181	10,100.11	CAD	10,100.11	FLOW-D ROMA VIA ROMO RODRIGUEZ
ACCOUNT 1436	6/17/2022	WEB PAYMENT	WIRE5216601878	20,680.50	CAD	20,680.50	ROBERTA POLLICI
ACCOUNT 1436	6/21/2022	WEB PAYMENT	WIRE5216803009	8,021.23	CAD	8,021.23	FALDON BARUCH VIA CASAL BOCCONE
WEDDING VENUES / VENDORS / RESTAURANTS						147,691.81	

RV CAMPING / COTTAGE RESORTS							
ACCOUNT 1436	8/15/2019	CHEQUE - 1678		77,187.50	CAD	77,187.50	PARKBRIDGE LIFESTYLE
ACCOUNT 1436	10/1/2019	CHEQUE - 1744		65,680.00	CAD	65,680.00	PARKBRIDGE LIFESTYLE
RV CAMPING / COTTAGE RESORTS						142,867.50	

Receiver General/CRA		RECEIVER GENERAL/CRA					
ACCOUNT 436	10/29/2021	BILL PAYMENT - 8813	CRA-REV TX OWI	79,000.00	CAD	79,000.00	RECEIVER GENERAL
RV CAMPING / COTTAGE RESORTS						79,000.00	

G.PAGE AND RELATED ENTITIES						16,606,095.26	
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MR SCOTT HILL							
ACCOUNT 6820	5/8/2018	CHEQUE - 1008		3,000.00	CAD	3,000.00	MR SCOTT HILL
ACCOUNT 6820	5/14/2018	CHEQUE - 1012		3,000.00	CAD	3,000.00	MR SCOTT HILL
ACCOUNT 6820	5/24/2018	CHEQUE - 1028		3,000.00	CAD	3,000.00	MR SCOTT HILL
ACCOUNT 1436	4/26/2019	CHEQUE - 1525		979.22	CAD	979.22	MR SCOTT HILL
ACCOUNT 1436	6/10/2019	CHEQUE - 1575		92,113.00	CAD	92,113.00	MR SCOTT HILL
ACCOUNT 1436	8/9/2019	CHEQUE - 1639		92,113.00	CAD	92,113.00	MR SCOTT HILL
ACCOUNT 1436	8/12/2019	CHEQUE - 1667		2,012.54	CAD	2,012.54	MR SCOTT HILL
ACCOUNT 1436	8/15/2019	CHEQUE - 1677		145,798.00	CAD	145,798.00	MR SCOTT HILL
ACCOUNT 1436	9/6/2019	CHEQUE - 1710		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 1436	9/16/2019	CHEQUE - 1718		10,000.00	CAD	10,000.00	MR SCOTT HILL
ACCOUNT 1436	9/26/2019	CHEQUE - 1737		145,798.00	CAD	145,798.00	MR SCOTT HILL
ACCOUNT 1436	10/2/2019	CHEQUE - 1763		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 1436	11/4/2019	CHEQUE - 1810		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 1436	11/13/2019	CHEQUE - 1801		130,000.00	CAD	130,000.00	MR SCOTT HILL
ACCOUNT 1436	11/25/2019	CHEQUE - 1843		150,549.00	CAD	150,549.00	MR SCOTT HILL
ACCOUNT 1436	11/25/2019	CHEQUE - 1829		15,000.00	CAD	15,000.00	MR SCOTT HILL
ACCOUNT 1436	12/3/2019	CHEQUE - 1857		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 1436	12/13/2019	CHEQUE - 1908		150,549.00	CAD	150,549.00	MR SCOTT HILL
ACCOUNT 1436	12/13/2019	CHEQUE - 1913		67,500.00	CAD	67,500.00	MR SCOTT HILL
ACCOUNT 1436	12/13/2019	CHEQUE - 1915		15,000.00	CAD	15,000.00	MR SCOTT HILL
LOGISTICS (CAD)	1/23/2020	WEB PAYMENT	WIRE5002302975	15,000.00	CAD	15,000.00	MR SCOTT HILL
ACCOUNT 1436	2/3/2020	CHEQUE - 1967		150,549.00	CAD	150,549.00	MR SCOTT HILL
ACCOUNT 1436	2/3/2020	CHEQUE - 1971		15,000.00	CAD	15,000.00	MR SCOTT HILL
ACCOUNT 1436	2/3/2020	CHEQUE - 1985		2,841.63	CAD	2,841.63	MR SCOTT HILL
ACCOUNT 1436	2/3/2020	CHEQUE - 1956		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 1436	2/3/2020	CHEQUE - 1990		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 1436	2/21/2020	CHEQUE - 1994		165,604.00	CAD	165,604.00	MR SCOTT HILL
ACCOUNT 1436	3/5/2020	CHEQUE - 2012		3,000.00	CAD	3,000.00	MR SCOTT HILL
ACCOUNT 1436	3/16/2020	CHEQUE - 2015		165,604.00	CAD	165,604.00	MR SCOTT HILL
ACCOUNT 1436	3/16/2020	CHEQUE - 2039		15,000.00	CAD	15,000.00	MR SCOTT HILL
ACCOUNT 1436	6/25/2020	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		30,000.00	CAD	30,000.00	MR SCOTT HILL
ACCOUNT 1436	11/3/2020	GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	12/31/2020	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,241.97	CAD	1,241.97	MR SCOTT HILL
ACCOUNT 436	1/6/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	1/13/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	2/1/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	2/1/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	2/26/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		270,000.00	CAD	270,000.00	MR SCOTT HILL
ACCOUNT 436	3/1/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	3/8/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	4/1/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	4/14/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	5/3/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	5/18/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	6/30/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	7/2/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		1,000.00	CAD	1,000.00	MR SCOTT HILL
ACCOUNT 436	9/3/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR SCOTT HILL
ACCOUNT 436	11/19/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		60,000.00	CAD	60,000.00	MR SCOTT HILL
ACCOUNT 1436	2/7/2022	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		2,500.00	CAD	2,500.00	MR SCOTT HILL
MR SCOTT HILL						3,160,752.36	

MR MILES HILL							
LOGISTICS (CAD)	4/17/2019	CHEQUE - 172		13,000.00	CAD	13,000.00	MR MILES HILL
LOGISTICS (CAD)	4/26/2019	CHEQUE - 171		13,000.00	CAD	13,000.00	MR MILES HILL
ACCOUNT 1436	6/7/2019	CHEQUE - 1576		92,113.00	CAD	92,113.00	MR MILES HILL
LOGISTICS (CAD)	8/1/2019	CHEQUE - 258		13,000.00	CAD	13,000.00	MR MILES HILL
ACCOUNT 1436	8/5/2019	CHEQUE - 1646		92,113.00	CAD	92,113.00	MR MILES HILL
LOGISTICS (CAD)	8/9/2019	CHEQUE - 259		13,000.00	CAD	13,000.00	MR MILES HILL
ACCOUNT 1436	8/16/2019	CHEQUE - 1681		123,017.00	CAD	123,017.00	MR MILES HILL
ACCOUNT 1436	9/30/2019	CHEQUE - 1738		123,017.00	CAD	123,017.00	MR MILES HILL
ACCOUNT 1436	11/6/2019	CHEQUE - 1802		130,000.00	CAD	130,000.00	MR MILES HILL
LOGISTICS (CAD)	11/14/2019	CHEQUE - 367		9,360.00	CAD	9,360.00	MR MILES HILL
LOGISTICS (CAD)	11/25/2019	CHEQUE - 368		9,360.00	CAD	9,360.00	MR MILES HILL
ACCOUNT 1436	11/26/2019	CHEQUE - 1830		150,549.00	CAD	150,549.00	MR MILES HILL
ACCOUNT 1436	12/12/2019	CHEQUE - 1909		150,549.00	CAD	150,549.00	MR MILES HILL
ACCOUNT 1436	12/12/2019	CHEQUE - 1914		67,500.00	CAD	67,500.00	MR MILES HILL
ACCOUNT 1436	1/29/2020	CHEQUE - 1968		150,549.00	CAD	150,549.00	MR MILES HILL
ACCOUNT 1436	2/20/2020	CHEQUE - 1995		165,604.00	CAD	165,604.00	MR MILES HILL
ACCOUNT 1436	3/11/2020	CHEQUE - 2016		165,604.00	CAD	165,604.00	MR MILES HILL
ACCOUNT 436	1/13/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
ACCOUNT 436	2/1/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
ACCOUNT 436	2/26/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		270,000.00	CAD	270,000.00	MR MILES HILL
ACCOUNT 436	3/8/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
ACCOUNT 436	4/14/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
ACCOUNT 436	5/18/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
ACCOUNT 436	6/30/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
ACCOUNT 436	9/3/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		175,000.00	CAD	175,000.00	MR MILES HILL
MR MILES HILL						2,976,335.00	

TOTAL DISBURSEMENTS TO PARTNERS UNDER INVESTIGATION						22,743,182.62	
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GPMC HOLDINGS (2658658 ONTARIO INC)							
GPMC HOLDINGS (2658658 ONTARIO INC)							
LOGISTICS (CAD)	4/17/2019	CHEQUE - 145		3,750.00	CAD	3,750.00	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	4/26/2019	CHEQUE - 1535		3,337.50	CAD	3,337.50	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	5/9/2019	CHEQUE - 1545		3,439.81	CAD	3,439.81	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	6/4/2019	CHEQUE - 1570		5,191.31	CAD	5,191.31	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	6/7/2019	CHEQUE - 1571		3,557.20	CAD	3,557.20	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	6/24/2019	CHEQUE - 1591		3,921.87	CAD	3,921.87	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	7/9/2019	CHEQUE - 1609		2,382.89	CAD	2,382.89	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	8/9/2019	CHEQUE - 1660		10,836.71	CAD	10,836.71	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	8/27/2019	CHEQUE - 1688		3,382.18	CAD	3,382.18	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	9/19/2019	CHEQUE - 1730		6,648.68	CAD	6,648.68	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	11/1/2019	CHEQUE - 1798		40,000.00	CAD	40,000.00	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	11/1/2019	CHEQUE - 1809		6,312.06	CAD	6,312.06	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	11/22/2019	CHEQUE - 1844		8,534.70	CAD	8,534.70	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	11/22/2019	CHEQUE - 1845		6,696.00	CAD	6,696.00	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	12/13/2019	CHEQUE - 1906		16,271.00	CAD	16,271.00	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	1/31/2020	CHEQUE - 1982		14,541.36	CAD	14,541.36	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 1436	4/15/2020	CHEQUE - 2077		5,000.00	CAD	5,000.00	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 436	3/12/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		4,364.37	CAD	4,364.37	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 436	3/22/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		56,479.65	CAD	56,479.65	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 436	3/29/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		20,462.79	CAD	20,462.79	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 436	4/9/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		56,479.65	CAD	56,479.65	GPMC HOLDINGS (2658658 ONTARIO INC)
ACCOUNT 436	4/14/2021	DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000		31,000.00	CAD	31,000.0	

2772618 ONTARIO INC.				68,555.00
2693472 ONTARIO INC.				
ACCOUNT 1436	2/20/2020 CHEQUE - 1991	110,641.72	CAD	110,641.72 2693472 ONTARIO INC.
2693472 ONTARIO INC. (GLENN PAGE)				110,641.72
G.PAGE AND RELATED ENTITIES				1,158,763.49
B.PAGE AND RELATED ENTITIES				
MR BRIAN PAGE				
LOGISTICS (CAD)	1/7/2019 CHEQUE - 41	3,348.96	CAD	3,348.96 BRIAN PAGE
LOGISTICS (CAD)	1/14/2019 CHEQUE - 49	1,299.30	CAD	1,299.30 BRIAN PAGE
LOGISTICS (CAD)	1/18/2019 CHEQUE - 51	1,560.84	CAD	1,560.84 BRIAN PAGE
LOGISTICS (CAD)	1/28/2019 CHEQUE - 65	1,168.97	CAD	1,168.97 BRIAN PAGE
LOGISTICS (CAD)	2/8/2019 CHEQUE - 74	5,869.45	CAD	5,869.45 BRIAN PAGE
LOGISTICS (CAD)	2/12/2019 CHEQUE - 77	997.59	CAD	997.59 BRIAN PAGE
LOGISTICS (CAD)	2/13/2019 CHEQUE - 81	2,759.07	CAD	2,759.07 BRIAN PAGE
LOGISTICS (CAD)	2/22/2019 CHEQUE - 97	15,000.00	CAD	15,000.00 BRIAN PAGE
LOGISTICS (CAD)	2/22/2019 CHEQUE - 93	6,819.65	CAD	6,819.65 BRIAN PAGE
LOGISTICS (CAD)	2/25/2019 CHEQUE - 86	2,900.32	CAD	2,900.32 BRIAN PAGE
LOGISTICS (CAD)	2/28/2019 CHEQUE - 105	2,444.39	CAD	2,444.39 BRIAN PAGE
LOGISTICS (CAD)	3/7/2019 CHEQUE - 121	3,072.66	CAD	3,072.66 BRIAN PAGE
LOGISTICS (CAD)	3/14/2019 CHEQUE - 124	2,777.72	CAD	2,777.72 BRIAN PAGE
LOGISTICS (CAD)	3/21/2019 CHEQUE - 134	2,119.28	CAD	2,119.28 BRIAN PAGE
LOGISTICS (CAD)	3/28/2019 CHEQUE - 138	2,031.21	CAD	2,031.21 BRIAN PAGE
LOGISTICS (CAD)	4/3/2019 CHEQUE - 144	12,000.00	CAD	12,000.00 BRIAN PAGE
LOGISTICS (CAD)	4/8/2019 CHEQUE - 154	5,500.00	CAD	5,500.00 BRIAN PAGE
LOGISTICS (CAD)	4/10/2019 CHEQUE - 163	1,444.01	CAD	1,444.01 BRIAN PAGE
LOGISTICS (CAD)	4/17/2019 CHEQUE - 153	12,000.00	CAD	12,000.00 BRIAN PAGE
LOGISTICS (CAD)	4/17/2019 CHEQUE - 173	12,000.00	CAD	12,000.00 BRIAN PAGE
LOGISTICS (CAD)	4/17/2019 CHEQUE - 170	2,003.75	CAD	2,003.75 BRIAN PAGE
LOGISTICS (CAD)	4/26/2019 CHEQUE - 174	12,000.00	CAD	12,000.00 BRIAN PAGE
LOGISTICS (CAD)	4/29/2019 CHEQUE - 185	1,889.00	CAD	1,889.00 BRIAN PAGE
LOGISTICS (CAD)	7/31/2019 CHEQUE - 260	12,000.00	CAD	12,000.00 BRIAN PAGE
LOGISTICS (CAD)	11/15/2019 CHEQUE - 366	8,640.00	CAD	8,640.00 BRIAN PAGE
LOGISTICS (CAD)	11/19/2019 CHEQUE - 369	8,640.00	CAD	8,640.00 BRIAN PAGE
MR BRIAN PAGE				142,286.17
11222074 CANADA LTD (BRIAN PAGE)				
LOGISTICS (CAD)	2/11/2019 CHEQUE - 78	4,700.00	CAD	4,700.00 11222074 CANADA LTD
LOGISTICS (CAD)	2/15/2019 CHEQUE - 82	2,400.00	CAD	2,400.00 11222074 CANADA LTD
LOGISTICS (CAD)	2/22/2019 CHEQUE - 87	2,350.00	CAD	2,350.00 11222074 CANADA LTD
LOGISTICS (CAD)	3/1/2019 CHEQUE - 106	2,900.00	CAD	2,900.00 11222074 CANADA LTD
LOGISTICS (CAD)	3/11/2019 CHEQUE - 118	2,800.00	CAD	2,800.00 11222074 CANADA LTD
LOGISTICS (CAD)	3/14/2019 CHEQUE - 123	2,900.00	CAD	2,900.00 11222074 CANADA LTD
LOGISTICS (CAD)	3/21/2019 CHEQUE - 135	4,500.00	CAD	4,500.00 11222074 CANADA LTD
LOGISTICS (CAD)	3/29/2019 CHEQUE - 140	4,800.00	CAD	4,800.00 11222074 CANADA LTD
LOGISTICS (CAD)	4/5/2019 CHEQUE - 150	5,100.00	CAD	5,100.00 11222074 CANADA LTD
LOGISTICS (CAD)	4/11/2019 CHEQUE - 162	4,900.00	CAD	4,900.00 11222074 CANADA LTD
LOGISTICS (CAD)	4/17/2019 CHEQUE - 169	5,100.00	CAD	5,100.00 11222074 CANADA LTD
LOGISTICS (CAD)	4/24/2019 CHEQUE - 184	4,900.00	CAD	4,900.00 11222074 CANADA LTD
11222074 CANADA LTD (BRIAN PAGE)				47,350.00
7069847 Canada Inc. (Brian Page)				
LOGISTICS (CAD)	11/15/2018 CHEQUE - 5	2,421.50	CAD	2,421.50 7069847 CANADA INC.
LOGISTICS (CAD)	11/15/2018 CHEQUE - 7	2,300.00	CAD	2,300.00 7069847 CANADA INC.
LOGISTICS (CAD)	11/20/2018 CHEQUE - 8	3,304.32	CAD	3,304.32 7069847 CANADA INC.
LOGISTICS (CAD)	12/14/2018 CHEQUE - 17	4,450.00	CAD	4,450.00 7069847 CANADA INC.
LOGISTICS (CAD)	12/14/2018 CHEQUE - 18	3,319.38	CAD	3,319.38 7069847 CANADA INC.
LOGISTICS (CAD)	12/24/2018 CHEQUE - 23	2,655.66	CAD	2,655.66 7069847 CANADA INC.
LOGISTICS (CAD)	12/24/2018 CHEQUE - 24	2,400.00	CAD	2,400.00 7069847 CANADA INC.
LOGISTICS (CAD)	1/7/2019 CHEQUE - 42	4,250.00	CAD	4,250.00 7069847 CANADA INC.
LOGISTICS (CAD)	1/14/2019 CHEQUE - 50	2,550.00	CAD	2,550.00 7069847 CANADA INC.
LOGISTICS (CAD)	1/18/2019 CHEQUE - 52	2,450.00	CAD	2,450.00 7069847 CANADA INC.
LOGISTICS (CAD)	1/28/2019 CHEQUE - 68	2,550.00	CAD	2,550.00 7069847 CANADA INC.
7069847 CANADA INC. (BRIAN PAGE)				32,650.86
B.PAGE AND RELATED ENTITIES				222,287.03
MS MANDY COX				
ACCOUNT 6820	5/11/2018 CHEQUE - 1007	1,052.27	CAD	1,052.27 MANDY COX
ACCOUNT 6820	5/17/2018 CHEQUE - 1011	1,052.27	CAD	1,052.27 MANDY COX
ACCOUNT 6820	5/30/2018 CHEQUE - 1027	1,052.27	CAD	1,052.27 MANDY COX
ACCOUNT 1436	1/16/2020 CHEQUE - 1877	10,000.00	CAD	10,000.00 MANDY COX
MS MANDY COX				13,156.81
ACCOUNT 1436	4/29/2019 CHEQUE - 1493	110.00	CAD	110.00 PICASSOFISH
ACCOUNT 1436	7/10/2019 CHEQUE - 1615	539.11	CAD	539.11 PICASSOFISH
ACCOUNT 1436	7/31/2019 CHEQUE - 1628	1,466.30	CAD	1,466.30 PICASSOFISH
ACCOUNT 1436	7/31/2019 CHEQUE - 1642	29.00	CAD	29.00 PICASSOFISH
LOGISTICS (CAD)	7/31/2019 CHEQUE - 243	247.50	CAD	247.50 PICASSOFISH
ACCOUNT 1436	8/30/2019 CHEQUE - 1672	356.00	CAD	356.00 PICASSOFISH
LOGISTICS (CAD)	8/30/2019 CHEQUE - 274	33.00	CAD	33.00 PICASSOFISH
ACCOUNT 1436	9/11/2019 CHEQUE - 1713	15,390.50	CAD	15,390.50 PICASSOFISH
ACCOUNT 1436	9/26/2019 CHEQUE - 1745	186.45	CAD	186.45 PICASSOFISH
LOGISTICS (CAD)	11/12/2019 CHEQUE - 352	179.27	CAD	179.27 PICASSOFISH
ACCOUNT 1436	12/2/2019 CHEQUE - 1834	197.47	CAD	197.47 PICASSOFISH
ACCOUNT 1436	12/13/2019 CHEQUE - 1860	3,938.00	CAD	3,938.00 PICASSOFISH
ACCOUNT 1436	1/6/2020 CHEQUE - 1929	357.50	CAD	357.50 PICASSOFISH
ACCOUNT 1436	2/6/2020 CHEQUE - 1958	164.09	CAD	164.09 PICASSOFISH
ACCOUNT 1436	3/12/2020 CHEQUE - 2033	212.74	CAD	212.74 PICASSOFISH
ACCOUNT 1436	4/30/2020 CHEQUE - 2084	973.50	CAD	973.50 PICASSOFISH
ACCOUNT 1436	6/9/2020 CHEQUE - 2112	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	1/11/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	1/28/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	2/12/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	3/12/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	4/22/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	6/11/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
ACCOUNT 436	7/7/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	5,020.50	CAD	5,020.50 PICASSOFISH
ACCOUNT 436	9/10/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	16,000.00	CAD	16,000.00 PICASSOFISH
ACCOUNT 436	9/17/2021 DIRECT DEPOSITS (PDS) SERVICE TOTAL GRADS2078820000	4,000.00	CAD	4,000.00 PICASSOFISH
PICASSOFISH (MANDY COX)				77,400.93
M.COX AND RELATED ENTITIES				90,557.74

APPENDIX “D”

From: [Glenn Page](#)
To: [Kellie Hodgen](#)
Subject: Fwd: Invoice 2284
Date: Monday, November 29, 2021 9:48:13 AM

This needs to go from OTE to Bayland
\$27,500 plus HST in Cdn Funds
Charge to R&D

Glenn

Sent from my iPhone

Begin forwarded message:

From: Brian Kelly <baylandbrian@gmail.com>
Date: November 29, 2021 at 9:46:38 AM EST
To: Glenn Page <glenn.page@originaltradersenergy.com>
Cc: Glenn Page <glenn@gpmcholdings.ca>
Subject: Re: Invoice 2284

120

Bayland Enterprises

844 Portage Park Lane

Midland ON L4R 5G3

(705) 543-1234

brian@baylandenterprises.com

<http://www.baylandenterprises.com>

HST (ON) Registration No.:

891095465RT0001



BAYLAND
Marine Systems

BILL TO

Original Traders Energy LP

1110 Hwy 54

Caledonia Ontario

SHIP TO

Original Traders Energy LP

1110 Hwy 54

Caledonia Ontario

INVOICE 2282

DATE 26-08-2021

DUE DATE 26-08-2021

SALES REP

Brian Kelly

ACTIVITY	QTY	RATE	TAX	AMOUNT
Electronics:Electronics TracPhone V7-HTS; 3-axis Ku-band Antenna; Rack-mountable Integrated CommBox Modem (ICM); No Labels11	1	39,876.50	H	39,876.50
Electronics:Electronics Conversion Kit to place TracVision TV6/HD7 Antenna into a TracPhone V7- HTS Base (includes baseplate, riser, pedestal & hardware)	1	2,500.00	H	2,500.00
Electronics:Electronics Raymarine Axiom+ 9 Multi-function Display	1	1,800.00	H	1,800.00
Electronics:Electronics Raymarine CAM210 Bullet IP Camera	1	1,075.00	H	1,075.00

SUBTOTAL 45,251.50

HST (ON) @ 13% 5,882.70

TOTAL 51,134.20

TOTAL DUE \$51,134.20

TAX SUMMARY

	RATE	TAX	NET
	HST (ON) @ 13%	5,882.70	45,251.50

APPENDIX “E”

From: [G L Harvie](#)
To: [Glenn Page](#)
Subject: Re: Scope of Work
Date: Thursday, October 28, 2021 9:21:49 AM
Attachments: [image002.jpg](#)

Related to insurance I had sent you a quote from a guy I used with a bunch of friends not sure if you still had the quote.

Thank You,

G.L. Harvie
[REDACTED]

On Thu, Oct 28, 2021 at 9:03 AM Glenn Page <glenn.page@originaltradersenergy.com> wrote:

GL

Can you resend you Captain Certificate and Log

I cant find it and want to submit to our new insurance guys... Lloyds gave us a great rate so we are switching from Royal Sun Alliance

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: [REDACTED]

www.originaltradersenergy.com



From: G L Harvie <glharvie@gmail.com>
Sent: October 28, 2021 8:39 AM
To: Glenn Page <glenn.page@originaltradersenergy.com>; Mandy Cox <Mandy@gpmcholdings.ca>
Subject: Re: Scope of Work

Received it yesterday afternoon.

Thank You,

G.L. Harvie

[REDACTED]

On Wed, Oct 27, 2021 at 9:49 AM GL Harvie <glharvie@gmail.com> wrote:

Thank you,

G.L. Harvie

[REDACTED]

Begin forwarded message:

From: GL Harvie <glharvie@gmail.com>
Date: October 27, 2021 at 9:47:02 AM EDT
To: Julie Murray <julie@gpmcholdings.ca>
Subject: Re: Scope of Work

Go with the number given with the Swift code. BofA has multiple routing #.
So don't use the one on the invoice use the one suggested from the Swift.

Send me a copy once it goes through, previous wire done with the Swift have
been very fast.

Thank you,

G.L. Harvie

[REDACTED]

On Oct 27, 2021, at 9:38 AM, Julie Murray
<julie@gpmcholdings.ca> wrote:

Good morning GL,

We are setting up the wire on our side and when we enter the swift code, our bank is giving us a different routing number –

Can you please confirm the routing number?

Thank you ,

Julie Murray



<image001.png>

A CREATIVE INVESTMENT & LEASING ENTERPRISE

CONFIDENTIALITY NOTICE: This e-mail and any documents accompanying it contain information from GPMC Holdings Inc. which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on the transmission. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this e-mail and attachments are strictly prohibited. In this regard, if you have received this e-mail and any accompanying documents in error, please contact the sender by using the phone number above and delete the material from your computer.

From: G L Harvie <glharvie@gmail.com>
Sent: October 26, 2021 8:10 PM
To: Glenn Page <Glenn@gpmcholdings.ca>
Cc: Julie Murray <julie@gpmcholdings.ca>; Mandy Cox <Mandy@gpmcholdings.ca>
Subject: Re: Scope of Work

Glenn,

As per our discussion attached is the Invoice for November 2021 related to our Consulting and Management Fee.

The wiring instructions are indicated on the invoice. Please indicate when the wire is done in order for us to be able to track it and confirm receipt.

Please be aware that all numbers are US Dollars.

Julie, please let me know when it would be convenient for us to communicate in order to set up an administrative protocol related to expenditures that cannot be pre arranged with accounts and so forth.

Thank You,

G.L. Harvie



On Tue, Oct 26, 2021 at 5:07 PM Glenn Page
<Glenn@gpmcholdings.ca> wrote:

GL

Thanks for the discussion today

Scope of work

1. Takeover all repairs and warranty work oversight and boat management as of Oct 27 2021 to ensure all technical issues with Volvo Penta, Kohler, Azimut and Raymarine Systems are addressed and repaired to our satisfaction (GL and Pages)
2. Setup and Manage the change out of the props that have been poorly repaired in New York with three new props

- including checking shafts and seals and possibly replacing pod oil (JAS Marine has two and one is on the S7)
3. Inspect other props and pods for any potential issues and repair as required
 4. Oversee the work plan and workmanship of the deficiency list for Azimut (Feature and Appearance items etc. list to follow from Kevin / us)
 5. Manage ongoing maintenance of the Azimut S7 wherever it is moored (Key West til December, St Lucia from Dec 26 to Feb 26 and the spring summer plans)
 6. Captain the S7 for various locations as needed by the Pages Schedule to be worked out at least 2 weeks in advance
 7. Source local cleaning services to maintain the teak and keep the boat pristine in all locations it moors including the interiors, laundry etc.)
 8. Higher temp staff as needed to assist with onboard functions from time to time (deck hands, cook/bartend staff, etc)
 9. Do cost analysis on long journey trips and look at options such as Boat Carriage options etc.
 10. Keep the owners updated on the status of issues and support required
 11. Coordinate accounts/ payments through Julie our EA

We would welcome your presences in St Lucia we are not using the boat as a residences as we have a villa but would like to understand your interests and associated costs

Please send us your thoughts and proposal

Thanks

Glenn Page

President

GPMC Holdings Inc.

"A Creative Investment and Leasing Enterprise"

From: [G.L. Harvie](#)
To: [Mandy Cox](#); [Glenn Page](#); [Julie Murray](#)
Subject: GLH Out of Pocket Expenses up to date
Date: Monday, November 15, 2021 7:43:22 PM
Attachments: [2021.11.15 Out of Pocket Expense Research Vessel.pdf](#)

Mandy, Glenn & Julie,

Attached is an invoice for reimbursement for items I have paid for in the last two weeks while we iron out the protocol to do it more directly.

Let me know when you wire the expenses so I can confirm reception

All Receipts as well as the invoice are here:

[REDACTED]

Thank You,

G.L. Harvie

[REDACTED]

ICBM, INC.

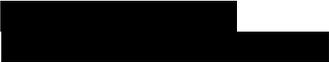
150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435

BILL TO: 2658658 ONTARIO INC., 118 Main St N, Waterdown, ON, L0R 2H0 Canada
RE: Consulting Fees

INVOICE: 21-011272

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322


Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 7,000.00 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT
1	10/26/21	2021 NOVEMBER CONSULTING FEE CONSULTING AND MANAGEMENT WORK ON AZIMUT RESEARCH VESSEL	\$ 7,000.00
TOTAL			\$ 7,000.00 US DOLLARS

-IT IS IMPLIED THAT ICBM,INC. OR ANY OF IT'S ASSOCIATES AND EMPLOYEES ARE NOT TO BE HELD REPOSNSIBLE FOR ANY EVENT/DAMAGE/LIABILITY OR CHANGE IN SCHEDULE. THE VESSEL OWNERS HAVE CONFIRMED THAT G.L. HARVIE AS CONSULTANT AND CONSULTING ENTITY ICBM, INC. ARE COVERED UNDER THEIR INSURANCE POLICY.

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435

BILL TO: OTE LP, Caldonia, Ontario, Canada
 RE: Out of Pocket Expenditures

INVOICE: 21-012115

For Funding:
 ICBM Inc.
 150 Dorset St Suite 245-307
 South Burlington VT 05403
 802-825-5435

Bank Routing: 021000322
 SWIFT CODE: [REDACTED]
 Checking Account: [REDACTED]
 Bank Of America
 100 North Tyron Street
 Charlotte NC 28255
 800-432-1000

TOTAL TO WIRE \$ 5,134.03 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	REFERENCE
1	21.10.30	21.10.30 \$46.48 M&G Gas Rental Car FLExec-KeyWest	\$ 46.48	[REDACTED]
2	21.11.01	21.11.01 \$46.39 Uber for Crew Dr. John Prondecki back to his car	\$ 46.39	[REDACTED]
3	21.11.05	21.11.05 \$201.85 West Marine Supplies	\$ 201.85	[REDACTED]
4	21.11.05	21.11.05 \$231.72 Car Rental to Pick up prop and errands	\$ 231.72	[REDACTED]
5	21.11.07	21.11.07 \$400.00 CwC Fuel	\$ 400.00	[REDACTED]
6	21.11.08	21.11.08 \$12.46 Uber to Harbortown from Dock in FLL to scope docking for Haulout	\$ 12.46	[REDACTED]
7	21.11.09	21.11.09 \$1585.67 CwC Supply	\$ 1,585.67	[REDACTED]
8	21.11.10	21.11.10 \$13.38 Fuel Rental Car	\$ 13.38	[REDACTED]
9	21.11.10	21.11.10 \$13.65 Uber-FLL-Harbortown Rental return Green egg and prop moving	\$ 13.65	[REDACTED]
10	21.11.10	21.11.10 \$26.73 CwC Supply	\$ 26.73	[REDACTED]
11	21.11.11	21.11.11 \$537.17 CwC Fuel FLL-Key West	\$ 537.17	[REDACTED]
12	21.11.12	21.11.12 \$265.78 Rental-gas-car to get green Egg and errands	\$ 265.78	[REDACTED]
13	21.11.13	21.11.13 \$165.94 Return flight Crew YD KeyW-FLL	\$ 165.94	[REDACTED]
14	21.11.13	21.11.13 \$348.20 GLH-KW-BTV	\$ 348.20	[REDACTED]
15	21.11.15	21.11.14 \$1238.61 Fuel Conch Harbor Key West	\$ 1,238.61	[REDACTED]
TOTAL			\$ 5,134.03	US DOLLARS

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435

BILL TO: 2658658 ONTARIO INC., 118 Main St N, Waterdown, ON, L0R 2H0 Canada
RE: Consulting Fees

INVOICE: 21-012211

For Funding:
ICBM Inc.
1658 South Ocean Lane
Fort Lauderdale, FL 33316
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 14,000.00 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT
1	12/21/21	2022 JANUARY CONSULTING FEE	\$ 7,000.00
		2022 FEBRUARY CONSULTING FEE	\$ 7,000.00
		CONSULTING AND MANAGEMENT WORK ON AZIMUT RESEARCH VESSEL	
TOTAL			\$ 14,000.00 US DOLLARS

-IT IS IMPLIED THAT ICBM,INC. OR ANY OF IT'S ASSOCIATES AND EMPLOYEES ARE NOT TO BE HELD REPOSNSIBLE FOR ANY EVENT/DAMAGE/LIABILITY OR CHANGE IN SCHEDULE. THE VESSEL OWNERS HAVE CONFIRMED THAT G.L. HARVIE AS CONSULTANT AND CONSULTING ENTITY ICBM, INC. ARE COVERED UNDER THEIR INSURANCE POLICY.

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435

BILL TO: 2658658 ONTARIO INC., 118 Main St N, Waterdown, ON, L0R 2H0 Canada
RE: Consulting Fees

INVOICE: 22-0222

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 11,602.49 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT
1	2/25/22	MARCH 2022 CONSULTING FEE	\$ 7,000.00
2	2/24/22	Fuel Paid By ICBM, Inc.Flying Fish Marina Bahamas	\$ 4,602.49



TOTAL \$ 11,602.49

-IT IS IMPLIED THAT ICBM,INC. OR ANY OF IT'S ASSOCIATES AND EMPLOYEES ARE NOT TO BE HELD RESPONSIBLE FOR ANY EVENT/DAMAGE/LIABILITY OR CHANGE IN SCHEDULE. AZIMUT/OWNER OF BOAT HAS CONFIRMED THAT GHISLAIN L HARVIE AS FERRYING PERSON AND ICBM, INC. IS COVERED UNDER THEIR INSURANCE POLICY.

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435

INVOICE: 22-0330

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

TOTAL TO WIRE \$ 10,627.12 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT
1	3/28/22	Travel Belvider VT to Burlingotn ON 536 Miles@ \$0.585	\$ 313.56
2	4/1/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00
3	4/5/22	Travel Burlington ON to Belvider VT 536 Miles@ \$0.585	\$ 313.56
4	4/8/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00
TOTAL			\$ 10,627.12

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435

INVOICE: 22-00414

For Funding:

ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322

SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

TOTAL TO WIRE \$ 12,867.73 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	4/3/22	Meal Port House Burlington ON	\$ 83.83	[REDACTED]
	4/4/22	Cab Hotel To Hamilton Airport Trip to Ft Frances	\$ 75.60	[REDACTED]
	4/4/22	Flight Toronto-West Palm Beach for Apr 6/22	\$ 516.36	[REDACTED]
	4/6/22	Cab Hotel To Train Station to go to Pearson Airport	\$ 60.97	[REDACTED]
	4/6/22	Uber Train To Hotel Pearson	\$ 17.80	[REDACTED]
	4/5/22	Meal Pearson Airport	\$ 75.00	[REDACTED]
	4/6/22	Westin Hotel Toronto Airport	\$ 215.48	[REDACTED]
	4/7/22	Fairfield Inn Boca 4/6	\$ 194.36	[REDACTED]
	4/9/22	Fairfield Inn Palm Beach 4/7,4/8	\$ 326.57	[REDACTED]
	4/10/22	Hotel Stay 8Nights 04/09-4/17	\$ 1,301.76	[REDACTED]
	4/15/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	4/22/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
TOTAL			\$ 12,867.73	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 05/04/2022

BILL TO: GPMC Holdings, Ontario CAN
RE: Consulting Fees

INVOICE: 22-00503

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 1,064.63 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	5/3/22	Sailfish Marina Florida Deposit 05/09-05/18	\$ 296.93	[REDACTED]
	5/4/22	Perry Hotel Marina Deposit 11/01-12/01	\$ 767.70	[REDACTED]
TOTAL			\$ 1,064.63	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 05/04/2022

INVOICE: 22-00504

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

TOTAL TO WIRE \$ 15,186.16 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	4/8/22	Phillip Seafood Travel Toronto-PBI	\$ 69.92	[REDACTED]
	4/20/22	Hotel Stay Deerfield FL 04/17-04/20	\$ 464.06	[REDACTED]
	4/24/22	Flight to International Falls MN 04/25/22	\$ 541.60	[REDACTED]
	4/25/22	Hotel Stay Coral Springs FL 04/20-04/25	\$ 592.34	[REDACTED]
	4/25/22	Flight International Falls MN- Toronto 04/26/22	\$ 496.40	[REDACTED]
	4/25/22	Hotel International Falls MN	\$ 178.98	[REDACTED]
	4/25/22	Avis Car Rental IFMN	\$ 71.58	[REDACTED]
	4/26/22	Food travel IFM-YYZ	\$ 52.08	[REDACTED]
	4/26/22	Gas Rental Car MN	\$ 10.29	[REDACTED]
	4/26/22	Flight YYZ-PBI 04/27/2022	\$ 497.71	[REDACTED]
	4/27/22	Avis Rental YYZ	\$ 150.37	[REDACTED]
	4/27/22	Hotel Toronto	\$ 160.82	[REDACTED]
	4/27/22	Gas Rental Car YYZ	\$ 21.26	[REDACTED]
	4/27/22	Food Travel YYZ-FLL	\$ 47.02	[REDACTED]
	4/28/22	Hotel Stay Fairfield Inn Deerfield FL 04/27-05/07	\$ 1,831.73	[REDACTED]
	4/29/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	5/2/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
TOTAL			\$ 15,186.16	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 05/10/2022

BILL TO: GPMC Holdings, Ontario CAN
RE: Consulting Fees

INVOICE: 22-00510

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 19,447.28 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	5/10/22	Broward Shipyard Bottom Paint & Lower Unit/Prop Protect Work	\$ 15,947.28	[REDACTED]
	5/10/22	Deposit for Haul Out 6/13-6/18	\$ 3,500.00	[REDACTED]
		Copy of Check Issued by ICBM Inc.		[REDACTED]
TOTAL			\$ 19,447.28	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 05/112022

BILL TO: GPMC Holdings, Ontario CAN
RE: Consulting Fees

INVOICE: 22-00511

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 2,533.76 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	5/12/22	Loggerhead Marina Holluwood FL 05/10 to 05/18	\$ 2,533.76	[REDACTED]
TOTAL			\$ 2,533.76	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 06/06/2022

BILL TO: GPMC Holdings, Ontario CAN
RE: Consulting Fees

INVOICE: 22-00606

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 1,523.34 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	5/19/22	Loggerhead Marina Hollywood FL 05/19 to 05/31	\$ 1,523.34	[REDACTED]
TOTAL			\$ 1,523.34	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 05/12/2022

INVOICE: 22-00512

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

TOTAL TO WIRE \$ 10,668.63 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	5/7/22	Hotel Stay Fairfield Inn Deerfield FL 05/07-05/09	\$ 465.23	[REDACTED]
	5/11/22	AC Hotel Stay 05/09-05/10	\$ 203.40	[REDACTED]
	5/9/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	5/16/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
TOTAL			\$ 10,668.63	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 06/07/2022

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

INVOICE: 22-00607

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 16,701.71 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	6/2/22	Avis Rental Car Toronto	\$ 286.49	[REDACTED]
	6/2/22	Flight Back to FLL United	\$ 495.60	[REDACTED]
	6/2/22	Courtyard Marriott Burlington Ontario 05/30/06/1	\$ 552.42	[REDACTED]
	5/30/22	Fligth to Toronto AA	\$ 367.20	[REDACTED]
	5/23/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	5/30/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	6/6/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
TOTAL			\$ 16,701.71	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 06/21/2022

BILL TO: GPMC Holdings, Ontario CAN
RE: Consulting Fees

INVOICE: 22-00621

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 6,152.64 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	6/21/22	Loggerhead Marina Hollywood FL 06/01to 06/30	\$ 6,152.64	[REDACTED]
TOTAL			\$ 6,152.64	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 06/21/2022

BILL TO: GPMC Holdings, Ontario CAN
RE: Consulting Fees

INVOICE: 22-00621

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 6,152.64 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	6/21/22	Loggerhead Marina Hollywood FL 06/01to 06/30	\$ 6,152.64	[REDACTED]
TOTAL			\$ 6,152.64	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 06/07/2022

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

INVOICE: 22-00621

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE: [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 10,977.45 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	6/21/22	Avis Rental Car International Falls MN	\$ 154.89	[REDACTED]
	6/21/22	Flight FLL to International Falls MN	\$ 581.60	[REDACTED]
	6/21/22	Hotel international Falls MN	\$ 240.96	[REDACTED]
	6/13/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	6/20/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
TOTAL			\$ 10,977.45	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
 Date: 06/21/2022

BILL TO: GPMC Holdings, Ontario CAN
 RE: Consulting Fees

INVOICE: 22-00712

For Funding:
 ICBM Inc.
 150 Dorset St Suite 245-307
 South Burlington VT 05403
 802-825-5435

Bank Routing: 021000322
 SWIFT CODE: [REDACTED]
 Checking Account: [REDACTED]
 Bank Of America
 100 North Tyron Street
 Charlotte NC 28255
 800-432-1000

TOTAL TO WIRE \$ 20,965.84 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	6/1/22	Docking Loggerhead June 2022		Previous Invoice \$6,152 Invoice 22-0621 Attached
	7/3/22	Ed Cozzi, Survey	\$ 1,960.00	[REDACTED]
	7/7/22	Sailfish Marina Parking for R. Silberman	\$ 119.98	[REDACTED]
	7/7/22	Sailfish Marina Palm Beach FL Fuel	\$ 1,187.28	[REDACTED]
	7/7/22	Sailfish Marina Meal GLH-R. Silberman	\$ 119.99	[REDACTED]
	7/8/22	Morning Star Marina St Simeon GA Fuel & Docking	\$ 5,544.27	[REDACTED]
	7/11/22	Barefoot Marina Myrtle Beach Fueling	\$ 4,882.88	[REDACTED]
	7/11/22	Barefoot Marina Myrtle Beach Docking Overnight	\$ 210.00	[REDACTED]
	7/11/22	Fuel and Docking Coinjock Marina	\$ 4,773.82	[REDACTED]
	7/11/22	Meal Carriibbean Annapolis GLH-R.Silberman	\$ 148.02	[REDACTED]
	7/12/22	Cleaned Bildge Pump Eye Triggers One pump Was one Constantly	\$ 100.00	[REDACTED]
	7/12/22	Plane Ticket DCA-PBI return R. Sliberman	\$ 197.60	[REDACTED]
	7/12/22	Docking Annapolis MD 7/12-7/19 \$246@Day	\$ 1,722.00	[REDACTED]
		TOTAL	\$ 20,965.84	

ICBM, INC.

150 DORSET ST. SOUTH BURLINGTON VT 05403 / 802-825-5435
Date: 06/07/2022

BILL TO: ORIGINAL TRADERS ENERGY 1110 Hwy 54, Unit A, Caledonia, ON CANADA N3W 2G9
RE: Consulting Fees

INVOICE: 22-00621

For Funding:
ICBM Inc.
150 Dorset St Suite 245-307
South Burlington VT 05403
802-825-5435

Bank Routing: 021000322
SWIFT CODE [REDACTED]
Checking Account: [REDACTED]
Bank Of America
100 North Tyron Street
Charlotte NC 28255
800-432-1000

TOTAL TO WIRE \$ 16,161.97 US DOLLARS

ITEM	DATE	DESCRIPTION	AMOUNT	RECEIPT
	6/21/22	Avis Rental Car International Falls MN Upcharge for Claybar from 154.	\$ 150.00	[REDACTED]
	6/21/22	Canteliver Bridge Restaurant international Falls MN	\$ 82.02	[REDACTED]
	6/24/22	Hotel Marriott Burlinton ON & Meal	\$ 291.07	[REDACTED]
	6/24/22	Trip Back YYZ-FLL GLH	\$ 527.19	[REDACTED]
	6/24/22	Hotel To Office Uber Burlington ON	\$ 17.96	[REDACTED]
	6/24/22	Office to YYZ Uber Burlington ON	\$ 93.73	[REDACTED]
	6/27/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	7/4/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
	7/11/22	PROJECT MANAGEMENT Weekly Consulting Fee	\$ 5,000.00	[REDACTED]
TOTAL			\$ 16,161.97	

APPENDIX “F”

From: [Glenn Page](#)
To: "Santosh Mahal"
Subject: 118 Main St Waterdown
Date: Saturday, June 22, 2019 8:08:50 AM
Attachments: [image001.jpg](#)
[Construction Management Agreement - 20Apr19.pdf](#)
[Feature Sheet - Schedule B \(118 Main Street N.\) 02Apr19 - draft.pdf](#)
[Final Layout 118 Main Waterdown.pdf](#)
[Preliminary plans - 18Jun19.pdf](#)

Santosh here are drawings and build contract.

The heat and air system is coming from an outside company that specialize in infloor heating and air handling which is a \$150k on top of this plus \$150k for landscaping/pool do they need those quotes as well?

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: [REDACTED]

www.originaltradersenergy.com



CONSTRUCTION MANAGEMENT AGREEMENT

This agreement made and effective April 20, 2019.

BETWEEN:

TRUCUSTOM HOMES INC., a corporation incorporated pursuant to the laws of the Province of Ontario
("TCH")

- and -

GLENN PAGE, an individual residing in the Province of Ontario
("Homeowner")

RECITALS:

- A. The Homeowner has acquired the property at the address municipally described as 118 Main Street N., Waterdown, Ontario ("Real Property") for the purpose of developing a new home at such property (the "Dwelling") and will take possession of said property on June 27, 2019.
- B. The Homeowner has hired TCH exclusively to construct the Dwelling on the Real Property pursuant to the plans, schedule(s), specifications and building elevation(s) approved and initialed by the parties (the "Plans and Specifications") and to complete construction and convey the Dwelling on the Closing Date ("Closing").
- C. The Closing for this transaction/Agreement is set for April 30, 2020.

THEREFORE, the parties agree as follows:

- 1. Compensation of TCH and Construction Costs
 - A. In consideration for TCH overseeing and managing the construction of the Dwelling, the Homeowner shall pay to TCH the Purchase Price ("Purchase Price") of ONE MILLION TREE HUNDRED and EIGHTY-NINE THOUSAND DOLLARS

(\$1,389,000.00), plus applicable HST, which shall be payable, in form of certified cheque or bank draft, as follows:

- (a) TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus HST, as a retainer to commence work with the Ontario Land Surveyor (Mackay Mackay & Peters Limited), the architect (Anderson + Associates) and consultation with the municipality (City of Hamilton, Planning and Building Department);
- (b) ONE HUNDRED and TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$125,000.00), plus HST, deposit shall be paid upon execution of contract;
- (c) ONE HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), plus HST, shall be paid upon the completion of the foundation, back filling and framing commencement;
- (d) ONE HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), plus HST, shall be paid upon the roof truss installation;
- (e) ONE HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), plus HST, shall be paid upon the completion of the rough-ins and roof shingling;
- (f) ONE HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), plus HST, shall be paid upon the completion of insulation, drywalling and commencement of taping;
- (g) ONE HUNDRED and TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$135,000.00), plus HST, shall be paid upon the midway point of tiling and hardwood flooring and commencement of trim installation;
- (h) ONE HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$135,000.00), plus HST, shall be paid upon commencement of kitchen installation;
- (i) FIFTY-FIVE THOUSAND ONE HUNDRED DOLLARS (\$155,000.00), plus HST, shall be paid upon installation of glass railings and showers; and
- (j) ONE HUNDRED and EIGHT THOUSAND NINE HUNDRED DOLLARS (\$274,000.00), plus HST, (to be paid to Feltmate Delibato Heagle LLP in trust in satisfaction with paragraph 14 below) shall be paid upon Closing of the New Home.

The parties agree that all material costs and sub-trade costs incurred in the construction of the New Home shall be paid directly by TCH to the party providing such materials and/or services, after invoices for same are received and approved by TCH.

- B. In addition to the Purchase Price, the Homeowner agrees to pay to TCH the costs of any extras/upgrades and applicable Change Fee (“Extras”) together with HST at such time as the Extras are requested and the price agreed upon. Nothing herein shall compel TCH to build such Extras, if, in its sole opinion, the Extras would delay completion of the Dwelling.
2. TCH agrees to build on the Real Property the Dwelling, in accordance with the Plans and Specifications, in a good and workmanlike manner consistent with the standards of a custom-built home and in compliance with all applicable provisions and standards of the Ontario Building Code. TCH retains the right to hire such subcontractors or trades as it determines necessary and appropriate to complete construction of the Dwelling. The Homeowner agrees that they shall not have access to the Dwelling during construction, nor shall they communicate directly with any contractor, sub-contractor or tradesperson, that TCH retains, without the prior consent of TCH.
 3. TCH will provide all necessary building documentation required – which will be placed on site at all times during the construction of the Dwelling, as per the City of Hamilton Building Department – including but not limited to:
 - (a) Demolition Permit;
 - (b) Ontario Land Surveyor signed and stamped site plan;
 - (c) Building Permit including roof truss layout and engineering; floor truss layout and engineering; Energy Efficiency Design Summary; Schedule 1 – Designer Information; HVAC Design and calculations; and
 - (d) Any and all other documentation deemed necessary by TCH or any governmental department or authority.
 4. In addition to the Purchase Price and payment for Extras, the Homeowner agrees to pay the following to TCH:
 - (a) utility (gas and water/sewer) service connections and energization (hydro) charges, payable on Closing;
 - (b) any costs associated with the preparation of a third party engineered design/calculation report required for an infiltration pit, if deemed necessary by the City of Hamilton; and
 - (c) the cost associated with obtaining a Final Survey (O.L.S.) should they desire one.

5. TCH shall not be held responsible for any delays in construction beyond its control, including but not limited to, labour disputes and/or shortages, material shortages, acts of God, etc. TCH shall have the right to extend Closing without liability. Should such delays beyond the control of TCH occur, TCH shall notify the Homeowner forthwith in writing of such delays. Any extension to the Closing Date must be agreed in writing by both the Homeowner and TCH.
6. The Homeowner acknowledges that grading, sodding, driveway, frontage and landscaping/fencing, including but not limited to the infiltration pit as required by the site plan, and any work associated with restoration of sidewalks/curbs/roads shall be done by the Homeowner and remains the sole responsibility of the Homeowner.
7. The Homeowner acknowledges that should there be shared tree(s) between the property and adjacent neighbor(s), it will be the responsibility of the Homeowner to secure an Agreement with said neighbor(s) should the tree(s) require removal.
8. The Homeowner acknowledges that any and all security deposits (refundable and non-refundable) required by any governmental/regional department or authority will be the sole responsibility of the Homeowner.
9. The Homeowner acknowledges that the appliance package is not included in the Purchase Price. All appliance specifications must be delivered to TCH prior to the rough-in phase. Any changes subsequent to this date are considered Extras and will be subject to the applicable Change Fees.
10. The Homeowner shall have their own choice of colours and materials from TCH's samples.
11. The hot water heater and tank shall not be included in the Purchase Price and shall remain chattel property. The Homeowner agrees to execute a rental agreement for the said heater and tank, if applicable.
12. All covenants, warranties and obligations contained in this Agreement to be performed by the Homeowner shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of the Dwelling unit to the Homeowner.
13. The Homeowner agrees to pay all monies owing to TCH hereunder on the date specified for such payment, whether or not TCH makes a demand for payment. In the event the

Homeowner fails to make any payment, TCH shall be entitled to immediately cease construction of the Dwelling until such time as payment is made without being in breach of its obligation hereunder. In the event the work ceases for non-payment, the Closing Date shall, at the option of TCH, be extended for a period of time determined by TCH which may exceed the number of days the work had ceased for non-payment. If closing is delayed as above, the Homeowner shall pay interest on the full Purchase Price for each day that closing is delayed at a rate of ten (10%) percent per annum. Notwithstanding the foregoing, if the Homeowner is in default of payment hereunder at any time or in breach of any material obligation hereunder, TCH shall have the right to demand payment or remedy of such breach in writing. If such written demand is made and default continues for a period of fifteen (15) days, then TCH shall be entitled to terminate the contract and shall be entitled to retain the initial deposit, to retain monies received as payment for work performed and to claim payment for unpaid work performed to the date of termination.

14. The Homeowner agrees that they shall not hold back or require to be held back any monies payable to TCH pursuant to the terms of the Agreement for the purposes of security for completion of unfinished work or for any other purpose whatsoever save for holdbacks required pursuant to the *Construction Lien Act*.
15. The Homeowner shall be entitled to a holdback equal to 10 per cent of the Purchase Price under this Agreement until all liens by TCH contractors, subcontractors and tradespersons, that may be claimed against the holdback, have expired as provided in Part V of the Construction Lien Act, or have been satisfied, discharged or provided for under section 44 of the Act (payment into court). For greater clarity, the maximum timeframe for this holdback shall be 45 days from the Closing Date of this Agreement as defined in Recital C. This 10% holdback shall be held in trust by Feltmate Delibato Heagle LLP until the 45-day period has expired and shall then be immediately released to TCH upon confirmation by TCH that no liens have been registered against the property.
16. Notice to be effectively given shall be delivered to either party personally or by telefacsimile transmission to either party's solicitor. The addresses for service are as follows:

Homeowner: Glenn Page

Address: [REDACTED]

Email: [REDACTED]

Cell: [REDACTED]

Builder: TRUcustom Homes Inc.

Address: 504 Indian Road, Burlington, Ontario L7T 3T3

Builder's Solicitor: Ronald J. Weston

Address: 200-3600 Billings Court, Burlington, Ontario L7N 3N6

Telephone: (905) 639-8881 Fax: (905) 639-8017

17. The Parties hereto agree that there are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed in writing herein. The Parties also agree that the provisions hereof shall be construed in accordance with the laws of the Province of Ontario and if any provision of this Agreement is invalid or unenforceable by rule of law or public policy then that provision shall be severed herefrom and all other provisions hereof shall not be affected thereby but shall remain in full force and effect.
18. Time shall be of the essence of this Agreement, and no extension of time for making of any payment or the doing of any act hereunder shall be deemed to be a waiver or a modification of or affect this provision. This includes demands set forth by TCH to the Homeowners when it comes to making building related decisions. The Homeowner will have five (5) business days to confirm and convey any building related decision to TCH.
19. TCH shall obtain insurance, including liability insurance, while construction is ongoing, with respect to the contractors, sub-contractors and tradespersons that enter onto the property, as well as shall indemnify the Homeowner with respect to same.
20. The Homeowner shall indemnify and save TCH, its servants, and agents harmless from all action, causes of action, claims and demand for, any damages, or injury to person or property of the Homeowner, in any of its friends, relatives, workmen or agents who have entered onto the property with or without the authorization, express or implied, of TCH.
21. In the event TCH should neglect to complete the construction of the Dwelling properly or otherwise fails to comply with the requirements of the Agreement, according to a neutral third-party professional contractor mutually agreed upon, the Homeowner may, without prejudice to any other right or remedy the Homeowner may have, notify TCH in writing that it is in default of its contractual obligations and instruct TCH to correct the default. If

TCH fails to correct the default, the Homeowner may terminate TCH's right to continue with the construction of the Dwelling and terminate the Agreement. All work completed shall remain on the Real Property and no money shall be returned to the Homeowner for work completed. Any completed work not already paid for shall be reconciled after termination of this Agreement, based solely on a quantum merit basis, based on the percentage of work completed with respect to the total Purchase Price, as determined by a neutral third-party professional contractor.

22. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver shall be limited to the specific breach waived.
23. This Agreement may be executed in counterpart, each of which so executed will be deemed to be an original, and such counterparts together will constitute but one and the same instrument and if executed in counterpart may also be transmitted by facsimile or such similar device and the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each relevant signatory thereto undertakes to and will provide a copy bearing original signatures forthwith by courier.
24. The Homeowner will not have the right to assign this Agreement to any other party without the express written consent of TCH.
25. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and permitted assigns of the undersigned.

This agreement has been signed, sealed and delivered by the parties on the date first above written.

TRUCUSTOM HOMES INC.

Per: _____

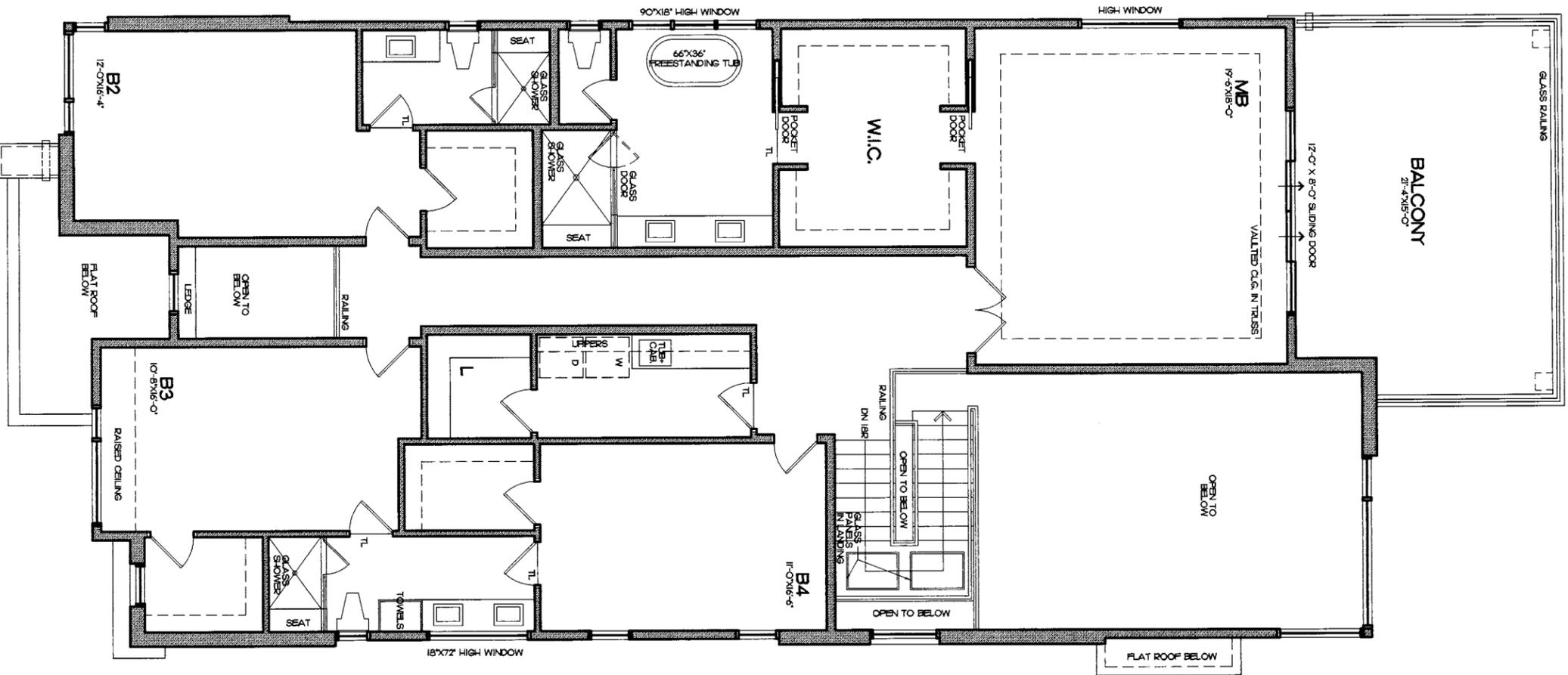
Name: Margaret Perrotta

Title: President

I have authority to bind the corporation.

Signature of Witness

GLENN PAGE



SECOND FLOOR (2173 SF.)
 118 MAIN STREET NORTH - WATERDOWN
 NOTE: HIGH CEILING FOR SECOND FLOOR ROOMS

PRELIMINARY
 NOT FOR BUILDING PERMIT
 NOT FOR CONSTRUCTION

LAST REVISED MAY 28/2019

TRUCustom
 HOMES

THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN AND HAS THE SET OUT IN THE ONTARIO BUILDING CODE TO BE A DESIGNER QUALIFICATION INFORMATION REQUIRED OF THE BUILDING CODE.

NAME: JOHN Z. LASSU
 BCIN: 25882

REGISTRATION INFORMATION REQUIRED, UNLESS DESIGN IS EXEMPT UNDER DIV. C PART 3.2 OF THE ONTARIO BUILDING CODE.

FIRM NAME: ANDERSON + ASSOCIATES INC.
 BCIN: 30380

NO.	DATE	DESCRIPTION

SECOND FLOOR
 PLAN

PROPOSED
 RESIDENCE

SCALE	DATE
1/8" = 1'-0"	MAY 2019

DRAWN BY	CHECKED BY
JZL	

TRANSFER DATE	ORIGIN
	1912.F

PROJECT NO.	DRAWING NO.
1912	A3

37-1200 SPEERS ROAD • OAKVILLE
 ONTARIO L6L 2Y4 • (905) 825-0887

ANDERSON
 + ASSOCIATES INC

Schedule "B"

118 Main Street N., Waterdown – FEATURE SHEET

QUALITY CONSTRUCTION

1. Unique elevations, based on an approximately 4400 square foot dwelling, utilizing materials as per 327 Johnston Drive/668 Hager Avenue, Burlington.
2. Poured concrete basement walls (for maximum height), if permitted, heavy-duty damp proofing and waterproof membrane.
3. Ten (10) foot high main and nine (9) foot high second floor ceilings.
4. Steel beam supports in basement, as per plan.
5. Plywood roof sheathing.
6. Self-sealing, high-grade *Timberline HD* asphalt roof shingles with the manufacturer's (*GAF Shingle*) warranty, ice shield at lower roof level, as per plan.
7. Maintenance free pre-finished aluminum soffits, fascia, eavestrough and downspouts.
8. Three (3) exterior water taps – one (1) in garage, one (1) on right-side of house and one (1) on the rear of house.
9. Oversized garage with poured concrete garage floor. Garage doors to be 8'x8', if possible, with tandem.
10. All garage walls to be completed to drywall and primed.
11. Front and rear covered porches, as per plan.
12. Outside fireplace, from Builder's samples, to be installed on rear porch.
13. Flagstone, from Builder's samples, to be installed on front and back porches only (approximately 600 square feet).

WINDOWS AND DOORS

14. Energy efficient thermopane black vinyl casement windows with screens on front, sides and rear. Exterior colour selected from Builder's samples. Interior colour to be white. Basement to feature oversized vinyl frame windows with vinyl sliders. Windows will come with the manufacturer's warranty.
15. Kitchen to have retractable doors, if plan permits, from Builder's samples.
16. Superior weather-stripping on all exterior doors and windows.
17. All exterior windows and doors to be caulked and sealed.
18. Insulated steel garage doors with windows from Builder's samples. Doors to have high-lift openers.

FINISHING DETAILS/INTERIOR FEATURES

19. *Trimlite* shaker single panel doors throughout.
20. Upgraded 7 ¼" baseboards and 3 ½" casings throughout (painted white).
21. Glass and stainless-steel railings on staircases, from Builder's samples.
22. Matching finished red oak open-riser staircases with stained steps.
23. Lower stair landing to have glass inlay, if plans permit.
24. Five (5) paint colours throughout the house.
25. Smooth ceilings throughout finished areas.
26. Rough-in for elevator shaft, as per plans.
27. Black or brushed nickel interior door lever hardware and hinges, from Builder's samples.
28. All closets to have MDF shelving. Custom closet organizer in master bedroom only.

29. Gas lines to be provided by the Builder for the exterior barbeque, two cooktops and fireplaces.
30. Gas fireplace in family room, from Builder's samples.
31. Finished basement, as per plan – approximately 1,400 square feet with gas fireplace, from Builder's samples, 7 ¼" baseboards and 3 ½" trim, vinyl or laminate flooring in recreation room with bar and tile in the three-piece bathroom.
32. Rough-in plumbing and electrical for ice machine and dishwasher (both provided by Homeowner) to basement bar area.
33. Wine room – finished without shelving – beneath kitchen to be installed with glass doors, from Builder's samples. Kitchen flooring to have flush glass inlay, if plans permit, to view wine cellar from above.
34. Door from garage to interior, as per plan.

KITCHEN

35. Gourmet designed kitchen with made-to-measure custom cabinets, and large island, complete with quartz countertop. Cabinetry includes pull-out drawers for pots and pans. Design cabinetry to accommodate self-serve wine pour (unit to be provided by the Homeowners).
36. Under valance lighting to be installed.
37. Premium stainless steel, undermount double or single sink with single lever faucet in kitchen, from Builder's samples.
38. Rough-in plumbing and electrical for two dishwashers.
39. Rough-in plumbing and electrical for double wall oven – one oven to possess a steamer feature.
40. Rough-in electrical for bar fridge.
41. Heavy duty electrical wiring for two gas cooktops.

FLOORING

42. High performance engineered joist flooring system on main floor.
43. All 5/8" tongue and groove O.S.B. plywood subfloors nailed and glued to engineered floor joists and screwed down prior to installation of finished floors.
44. Engineered hardwood throughout (exceptions are bathrooms and laundry), from Builder's samples – like 327 Johnston Drive ("Sandcrest").
45. Porcelain tiles for the bathrooms and laundry room, from Builder's samples.

BATH/PLUMBING

46. White bathroom fixtures in all bathrooms, as per Builder's plumbing package.
47. Energy efficient dual flush toilet tanks, as per Builder's plumbing package.
48. Quality plumbing fixtures, as per Builder's plumbing package. 8" wide spread faucets in the master ensuite. Single lever faucets in remaining bathrooms throughout.
49. Double undermount sinks in master ensuite, as per plan.
50. Upgraded vanities with quartz counter tops.
51. Single undermount sinks in powder room, main and basement bathrooms.
52. Luxury ensuite washroom featuring a freestanding tub, from Builder's samples.
53. Body jets and hand-held in master ensuite only.
54. Second bedroom to have a three-piece ensuite, as per plans.
55. Third and fourth bedrooms to share "Jack-and-Jill" three- or four-piece ensuite, as per plans.
56. Frameless glass showers, as per plan, from Builder's samples.
57. Heated floors in all bathrooms.
58. Pressure balance control valves in all shower areas.
59. Shut off valves for all toilets and sinks, as per plan.

- 60. Exhaust fans in all bathrooms.
- 61. Privacy locks on all bathroom doors.
- 62. All towel bars, hooks and toilet paper dispensers in bathrooms to be supplied by Homeowner.
- 63. All mirrors *NOT* included and to be provided by Homeowner.

LAUNDRY

- 64. Second/upper floor laundry room equipped with floor drain.
- 65. Upper cabinets and linen closet in laundry room provided, if plan permits.
- 66. Lower cabinet to be installed with single sink.
- 67. Dryer vent and heavy-duty wiring with electrical plug.
- 68. Exhaust fan, as per plan.

ELECTRICAL

- 69. 200 Amp underground electrical service with automatic circuit breakers and copper wiring throughout, in accordance with Ontario Hydro standards.
- 70. Three (3) exterior GFI electrical outlets.
- 71. White Decora switches throughout.
- 72. Door chime wiring and chime.
- 73. Two electrical outlets in garage for installed garage door openers.
- 74. Combination smoke detector/carbon monoxide detector with strobe light hardwired to the electrical system – one on each floor, including basement and one in each bedroom.
- 75. Builder to provide one hundred (100) LED pot lights – exterior and interior included.
- 76. Homeowner to provide all light fixtures and bulbs. Builder to provide up to twenty (20) hours of installation.
- 77. Ground fault interrupter (GFI) protection in all bathrooms, powder room and kitchen, in accordance with Ontario Hydro standards.
- 78. Rough-in for RG6 cable television in all rooms excluding bathrooms, dining room and laundry room.
- 79. Rough-in and supply central vacuum system to garage, from Builder's samples.
- 80. Security cameras and system, from Builder's samples, to be installed as per Builder's specifications (wires to all operable doors on the main floor and basement windows only).
- 81. Electrical conduits to be installed by Builder for hydro runs to the proposed cabana area for future pool and spa.

HEATING, AIR CONDITIONING & INSULATION

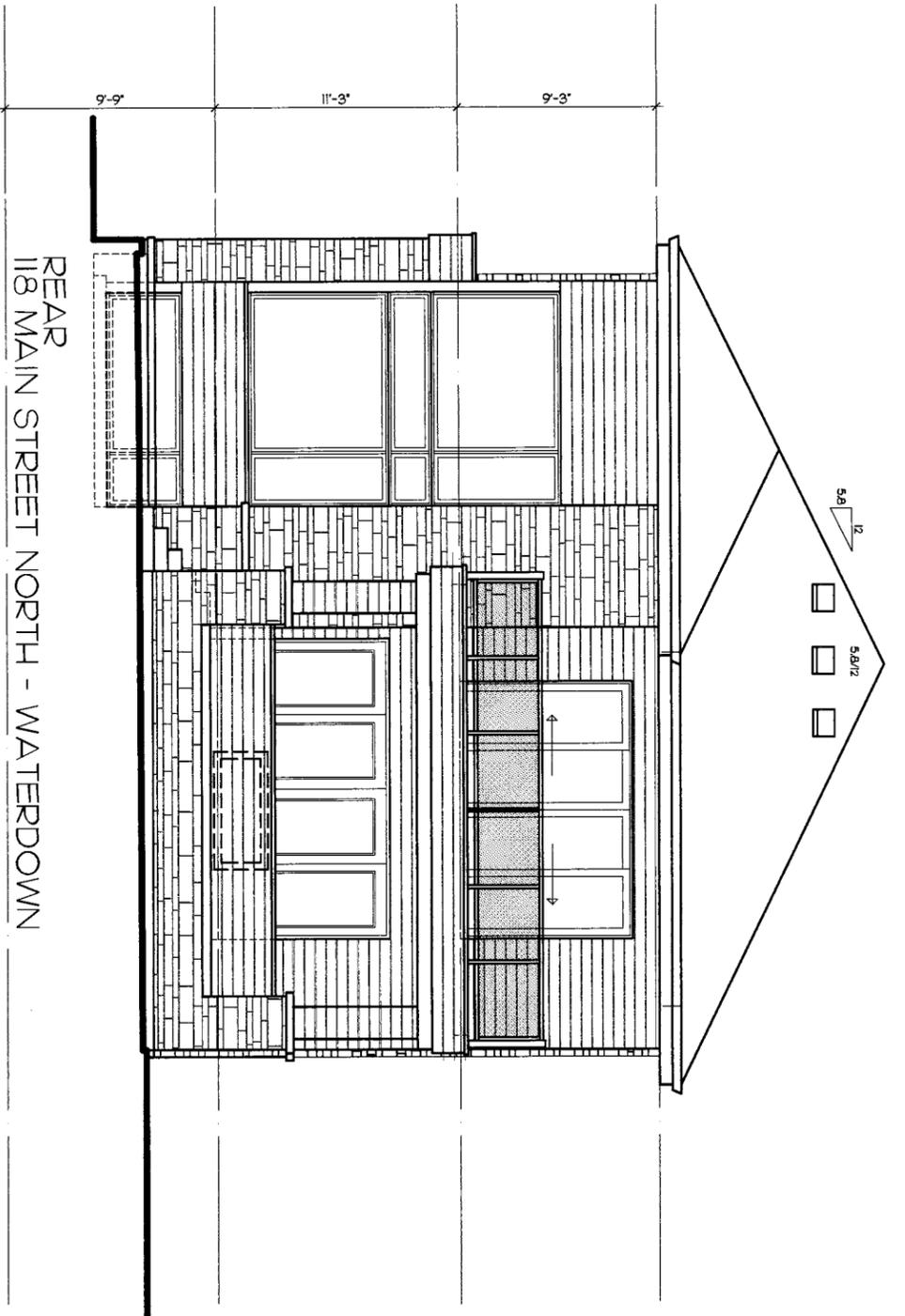
- 82. Installation of a heating and air conditioning systems by purchaser through In-Floor Heating Inc..
- 83. Purchaser to complete all heating systems to pool and driveway/paths through In-Floor Heating Inc.
- 84. Homeowners to provide high efficiency natural gas water heater by means of In-Floor Heating Inc.
- 85. 2" X 6" exterior walls featuring R-22 insulation, R-20 basement insulation and R-60 ceiling insulation.
- 86. Insulation around windows and doors is low expansion polyurethane spray foam (excluding basement windows).
- 87. Spray foam insulation to garage ceiling below any habitable space above.
- 88. All insulation to be OBC compliant or better.

GENERAL FEATURES AND WARRANTIES

1. All plans, elevations and specifications are subject to modification from time to time by the Builder according to the Ontario Building Code and the National Building Code.
2. Homeowner agrees to pay for costs associated with the installation of water, hydro and gas connections on Closing.
3. Homeowner agrees to pay for the cost associated with obtaining a Final Survey (O.L.S.) should they desire one.
4. The Builder will not allow the Homeowner to work and/or supply any material to finish the dwelling before the Closing Date.
5. Builder to provide Homeowner with one-year Builder's Warranty from date of possession.
6. The Homeowners shall indemnify and save the Builder, its servants and agents harmless from all actions, causes of action, claims and demands for, upon or by reason of any relatives, workmen or agents who have entered on the real property with or without the authorization express or implied, of the Builder.
7. Change/upgrade orders are prepared on items which are up and above the Builder's budgeted allowance. Change/upgrade orders are subject to H.S.T. and must be paid in full at time of execution.
8. All items shown are as per applicable plan. All materials and other selections for which the Homeowner is entitled to choose are to be picked from Builder's samples and are as per the Builder's specifications. All materials, terms and specifications are subject to change from time to time without notice. E & OE.



Dated: April 20, 2019



PRELIMINARY
 NOT FOR BUILDING PERMIT
 NOT FOR CONSTRUCTION

LAST REVISED JUNE 18/2019

8 Trucustom HOMES
 118 MAIN STREET N.
 WATERDOWN - ONTARIO

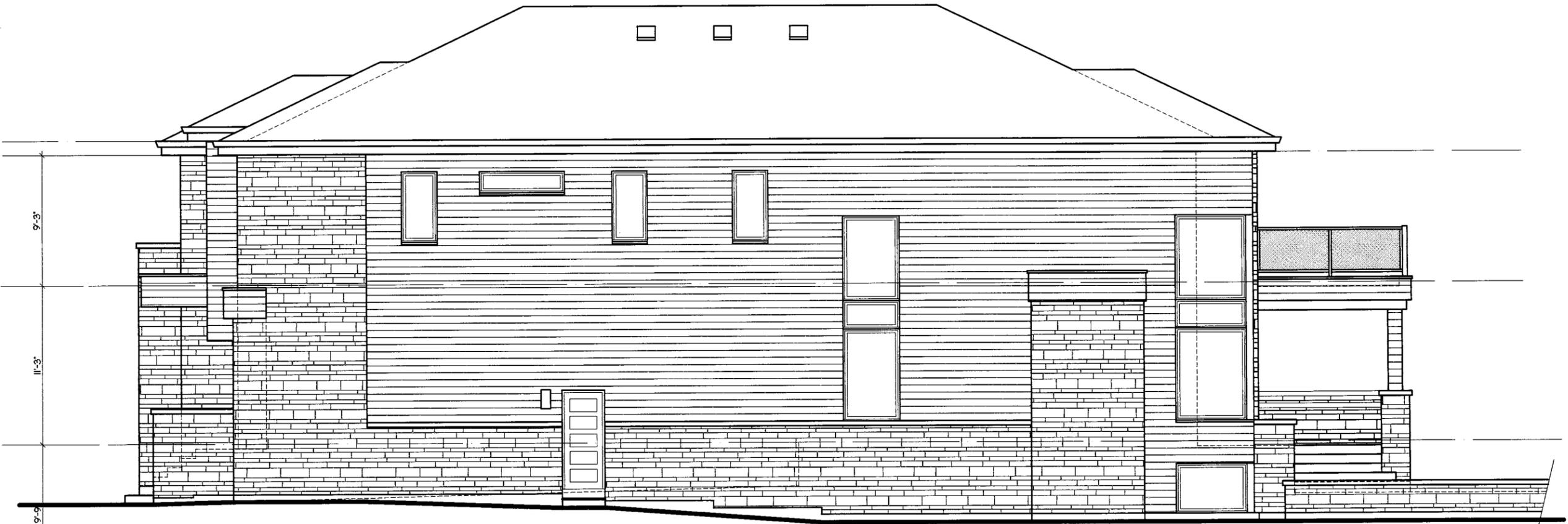
THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN AND HAS SET OUT IN THE ONTARIO BUILDING CODE TO BE A DESIGNER. QUALIFICATION INFORMATION REQUIRED 3.2.5 OF THE BUILDING CODE.
 NAME: JOHN Z. LASSU
 BCIN: 25882
 DATE: _____
 SIGNATURE
 REGISTRATION INFORMATION REQUIRED UNLESS DESIGN IS EXEMPT UNDER DIV. C PART 3.2 OF THE ONTARIO BUILDING CODE.
 FIRM NAME: ANDERSON + ASSOCIATES INC.
 BCIN: 30350

NO.	DATE	DESCRIPTION

FRONT AND REAR ELEVATIONS

SCALE	DATE
1/8" = 1'-0"	MAY 2019
DRAWN BY	CHECKED BY
JZL	
TRANSFER DATE	ORIGIN
	1912_E
PROJECT NO.	DRAWING NO.
1912	A4

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 ONTARIO L6L 2K4 • (905) 825-0857
ANDERSON + ASSOCIATES INC.



RIGHT SIDE
118 MAIN STREET NORTH - WATERDOWN

PRELIMINARY
NOT FOR BUILDING PERMIT
NOT FOR CONSTRUCTION

LAST REVISED JUNE 18/2019

TRUCustom
HOMES

118 MAIN STREET N.
WATERDOWN - ONTARIO

THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THE ACCURACY OF THE SET OUT IN THE ONTARIO BUILDING CODE TO BE A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT UNLESS DESIGN IS EXEMPT UNDER DIV. C PART 3.2.5 OF THE BUILDING CODE.

NAME: JOHN Z. LASSU
BCIN: 258882
DATE: _____

REGISTRATION INFORMATION REQUIRED UNLESS DESIGN IS EXEMPT UNDER DIV. C PART 3.2 OF THE ONTARIO BUILDING CODE:
FIRM NAME: ANDERSON + ASSOCIATES INC.
BCIN: 50360

NO.	DATE	DESCRIPTION

RIGHT SIDE ELEVATION

PROPOSED RESIDENCE

SCALE 1/8" = 1'-0"	DATE MAY 2019
DRAWN BY JZL	CHECKED BY
TRANSFER DATE	ORIGIN
PROJECT NO. 1912	DRAWING NO. A6

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ONTARIO L6L 2Y4 • (905) 825-0887

ANDERSON
+ ASSOCIATES INC

From: [Glenn Page](#)
To: [Paula Anderson](#)
Subject: Cheques for Next Wednesday
Date: Friday, December 6, 2019 7:46:14 AM
Attachments: [image001.jpg](#)

Paula

Please prepare the following cheques for next Wednesday Yes all sperate cheques please

Miles Hill 150,549

Miles Hill 67,500

Scott Hill 150,549

Scott Hill 67,500

Scott Hill 15,000

All above bill of to Payroll Expense

CCD Petroleum 122,629

CCD Petroleum 55,000

Professional Fees

Tru Custom 152,550 Charge to Blending Repairs & maintenance

Oasis 25,000 Charge to Consulting Blending

GPMC 16,271 Consulting

Thanks

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: [REDACTED]

www.originaltradersenergy.com



From: [Glenn Page](#)
To: "Santosh Mahal"
Subject: Progress Payment Schedule
Date: Tuesday, June 25, 2019 10:30:02 AM
Attachments: [image001.jpg](#)
[Progress Payment Summary - 118 Main St - Apr 2019.pdf](#)

Santosh here is the builder chart but I also have the following payments for HVAC and Landscaping Infloor Heating Inc.

Deposit upon drawing approvals - \$50,000 due on July 15th

Project Startup - \$50,000 due approximately August 15th

Completion - \$45,000 due approximately August 30th

Solda Pools

Deposit due Sept 1st - \$40,000

Pool Structure and retaining walls complete – Sept 30th - \$45,000

The balance wont be due til spring when they complete work and I will handle that directly

I will get formal documents from Infloor and Solda early July

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: [REDACTED]

www.originaltradersenergy.com



Summary of Progress Payments

118 Main Street N., Waterdown – Page

Payments dates are based upon an assumed permit approval date of August 1st, 2019

Milestone #1 – Contract Signed - \$125,000 due immediately

Milestone #2 – Completion of Foundation, Backfill and Framing start - \$135,000 approximately Aug 15th

Milestone #3 – Framing Complete to roof truss installation - \$135,000 approximately August 26th

Milestone #4 – Completion of Rough Ins and Roofing shingles completed - \$135,000 approximately Sept 15th

Milestone #4 – Completion of Drywall and insulation, start taping - \$135,000 approximately Sept 30th

Milestone #5 – 50% of flooring complete in the house - \$135,000 approximately October 30th

Milestone #6 – Commencement of Kitchen Install - \$135,000 approximately November 30th

Milestone #7 – Completion of Glass Stair Railings and Shower Glass - \$155,000 December 30th

Milestone #8 – Closing of the house - \$274,000 – approximately January 30th,2020



From: [Glenn Page](#)
To: "Lakhbir Sahi"
Subject: RE: Invoice_246_from_TRUcustom_Homes_Inc.pdf
Date: Tuesday, August 6, 2019 2:42:37 PM
Attachments: [image002.jpg](#)
[BRN3C2AF450EC7C_003408.pdf](#)

Lakhbir

Attached are the scan docs for the payment to Tru Custom.

I have one more cheque for the deposit to send to you and I have ordered an image of the cheque for \$55k

Please remember I gave Tru Custom around \$16650 in cash

I also just dropped off a cheque for \$53142 to Infloor Heating Systems as a deposit on the infloor heating

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: [REDACTED]

www.originaltradersenergy.com



From: Lakhbir Sahi <lakhbirsahi@gmail.com>

Sent: August 2, 2019 9:44 AM

To: Glenn <glenn.page@originaltradersenergy.com>

Subject: Re: Invoice_246_from_TRUcustom_Homes_Inc.pdf

need to see the proof as it has gone from your account .

Regards

Lakhbir Sahi

King Truck Loan & Leasing Inc.

1940 Steeles Ave. East, Unit # 102

Brampton, ON L6T 1A7

DIR: [647 501 4385](tel:6475014385)

TEL: [905 799 2152](tel:9057992152)

FAX: [905 247 0612](tel:9052470612)

Email: LakhbirSahi@gmail.com

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On Fri, Aug 2, 2019 at 9:36 AM Glenn <glenn.page@originaltradersenergy.com> wrote:

Lakhbir
It shows paid
What do you need?
I paid with cheque's from Personal. Business and Cash
Glenn

Sent from my iPhone

On Aug 2, 2019, at 9:21 AM, Lakhbir Sahi <lakhbirsahi@gmail.com> wrote:

Please send me the payment proof please.
Regards

Lakhbir Sahi

King Truck Loan & Leasing Inc.

1940 Steeles Ave. East, Unit # 102
Brampton, ON L6T 1A7

DIR: [647 501 4385](tel:905-501-4385)

TEL: [905 799 2152](tel:905-799-2152)

FAX: [905 247 0612](tel:905-247-0612)

Email: LakhbirSahi@gmail.com

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On Fri, Aug 2, 2019 at 8:43 AM Glenn <glenn.page@originaltradersenergy.com> wrote:

Sent from my iPhone

Business Banking statement

ORIGINAL TRADERS ENERGY LP
For the period ending May 31, 2019

Business Banking



ISN: 4316280305
Cheque #119

45,550.00

ORIGINAL TRADERS ENERGY LP 000119

DATE 2019-05-06

PAY TO Two Custom Homes \$ 45,550.00
the order of Party for a Personal Residential Rty DOLLARS

Bank of Montreal
4741 RD. CHESTWOOD RD.
CHESHAM, ONTARIO N6A 1W6

PER [Signature]

Printer ID# 1021

TR #162

Endorsement - Signature or Stamp

5220214

BACKVERSO