

On Nov 3, 2023, at 6:04 PM, Lau, Duncan <duncanlau@kpmg.ca> wrote:

Max, we are unable on Monday. How's Tuesday morning?

Duncan

Sent from my iPhone

On Nov 3, 2023, at 5:50 PM, Raj Sahni <SahniR@bennettjones.com> wrote:

Hi Max,

The proofs of claim are located at the Monitor's office. I'm forwarding your request to Duncan Lau of KPMG so they can coordinate a date and time for KSV and Mr. Page to attend at the Monitor's office to review.

Thank you

<image002.png> **Raj Sahni**
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
 T. [416 777 4804](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)
 E. sahnir@bennettjones.com
BennettJones.com

From: Max.Starnino@paliareroland.com <Max.Starnino@paliareroland.com>
Sent: Friday, November 3, 2023 5:40 PM
To: Raj Sahni <SahniR@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>
Cc: pweinstein@ksvadvisory.com; brian.page@otefuel.com
Subject: OTE LP; Inspection of Proofs of Claim [IWOV-PRiManage.FID390548]

Raj/Thomas,

Peter Weinstein (KSV) and Brian Page propose to attend at your offices to inspect the OTE LP proofs of claim on Monday, November 6, 2023, at 11:00 a.m. Please confirm that is satisfactory.

Thank you,

<image003.png> **Massimo (Max) Starnino**
Partner
Paliare Roland Rosenberg Rothstein LLP
 155 Wellington Street West
 35th Floor
 Toronto, Ontario M5V 3H1
 Direct: 416.646.7431
 Mobile: 416.559.6834
max.starnino@paliareroland.com

This is Exhibit "V"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Max Starnino
Sent: Saturday, November 4, 2023 10:31 AM
To: Lau, Duncan <duncanlau@kpmg.ca>
Cc: Raj Sahni <SahniR@bennettjones.com>; Van Eyk, Paul <pvaneyk@kpmg.ca>; pweinstein@ksvadvisory.com;
brian.page@otefuel.com; Thomas Gray <GrayT@bennettjones.com>
Subject: Re: OTE LP; Inspection of Proofs of Claim [IWOV-PRiManage.FID390548]

Duncan, Brian will attend with someone from KSV on Tuesday at 10:30 am.

Thank you,

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

T: 416.646.7431
C: 416.559.6834

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Sent: Friday, November 3, 2023 5:40 PM
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Cc: pweinstein@ksvadvisory.com; brian.page@otefuel.com
Subject: OTE LP; Inspection of Proofs of Claim [IWOV-PRiManage.FID390548]

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Partner
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 155 Wellington Street West
 35th Floor
 Toronto, Ontario M5V 3H1
 Direct: 416.646.7431
 Mobile: 416.559.6834
max.starnino@paliareroland.com

This is Exhibit "W"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

November 6, 2023

VIA EMAIL

BENNETT JONES LLP

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

Attention: Raj. S. Sahni and Thomas Grey

Counsel for the Monitor

Dear Counsel:

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

We are writing in response to your letter dated November 2, 2023, wherein you express the view that many of our clients' information requests exceed what is required for the purpose of the Bid Process. We do not propose to respond to each of your assertions as we do not believe that doing so will be productive, but we do believe that a high level response is warranted.

As you note, the Bid Process is limited to a discreet list of equipment related entirely to the OTE Logistics business. As we have previously explained, our clients are interested in restructuring OTE LP and recommencing its operations; operations which, prior to Scott Hill's takeover, were highly profitable, generating annual sales in the hundreds of millions of dollars. Importantly, the Bid Process is expressly without prejudice to our client's right to present a restructuring proposal, and, as such, it seems to us that the Monitor has a duty to be facilitative of that objective; particularly when one considers that the proposed restructuring will inevitably serve to maximize recoveries for creditors.

The fact that OTE LP's business is not currently operating is entirely the result of opportunistic and oppressive conduct by the Hills, and we see no reason why operations cannot be restarted in due course. The Gen7 gas stations are more than capable of supporting the recommencement of profitable operations by OTE LP.

In the interest of moving forward, and without prejudice to our client's claim to the totality of the information previously requested, KSV and Goldblatt have prepared a refined list of information that they would like to see for the purpose advancing work on a restructuring proposal. That list is marked

as Appendices "A" and "B" to this letter. To provide context for that request, we are also enclosing a DRAFT CCAA Plan Term Sheet, which is being provided on a confidential and without prejudice basis, and which is subject to change following due diligence enquiries. We would be pleased to review this with you at your convenience.

As you know, representatives of KSV and our client will be attending the Monitor's offices tomorrow to review the proofs of claim filed in these proceedings. I anticipate that following that attendance, we will be preparing a list of creditors with whom we would like to meet for the purpose of reviewing our restructuring proposal.

Yours very truly,

Paliare Roland Rosenberg Rothstein LLP



Massimo (Max) Starnino

MS:JB

c. J. Berger
M. Jilesen and J. Chen
J. Orkin and N. Shelsen
R. Kofman and P. Weinstein
client

APPENDIX "A"
REFINED DUE DILIGENCE REQUEST

Re lease with Chi-Zhiingwaak Business Park (on the reserve of Atikameksheng Anishnawbek):

1. Please confirm that OTE has paid all rent owing under the lease (including any amounts owing as Basic Rent, Additional Rent or Royalty as defined in the lease). In the event that any amounts owing as rent under the terms of the lease are outstanding, please advise of the nature and amount of the arrears.
2. Has OTE LP received any written notice of default from the Landlord? With reference to section 11 of the lease, is OTE LP and/or the Monitor aware of any assertion on the part of the Landlord that the lease has been terminated? With reference to section 11 of the lease, is OTE LP and/or the Monitor aware of any basis upon which the Landlord might reasonably assert that the lease has been terminated? Please provide copies of any relevant responsive records and/or relevant details.
3. Has the Landlord expressed a position regarding the ownership of chattels, fixtures and/or trade fixtures? If so, please provide copies of any relevant correspondence between OTE LP, the Landlord and the Monitor.

RE lease with Tom Maracle (on the reserve of the Mohawks of the Bay of Quinte):

1. Please confirm that OTE has paid all rent owing under the lease. In the event that any amounts owing as rent under the terms of the lease are outstanding, please advise of the nature and amount of the arrears.
2. Has OTE LP received any written notice of default from the Landlord? Is OTE LP and/or the Monitor aware of any assertion on the part of the Landlord that the lease has been terminated? Is OTE LP and/or the Monitor aware of any basis upon which the Landlord might reasonably assert that the lease has been terminated? Please provide copies of any relevant responsive records and/or relevant details.

3. Has the Landlord expressed a position regarding the ownership of chattels, fixtures and/or trade fixtures? If so, please provide copies of any relevant correspondence between OTE LP, the Landlord and the Monitor.

**Original Traders Energy Ltd. and 2496750 Ontario Inc.
KSV Information Request - Re: Data Room Documentation
Prepared As At November 6, 2023**

The following is a list of the information that we would like to obtain and review for Original Traders Energy LP (“OTE”) and OTE Logistics LP (“Logistics”) (collectively, the “Companies”).

Information Requested For The Companies:

A) Financial Information:

- 1) Trial balances with grouping schedules that reconcile to the financial statements from July 2022 to the most current date the information is available (the “Review Period”).
- 2) Monthly (or quarterly) internal financial statements for the Review Period.
- 3) The detailed general ledger in excel format, with a separate tab for each year or partial year for the Review Period (from Bookworks or other).
- 4) Copies of bank statements with cancelled cheques during the Review Period.

B) Sales, Costs, and Key Performance Indicators

- 5) Monthly revenue by customer (\$ and liters) by fuel type during the Review Period.
- 6) Monthly revenue by location (\$ and liters) by fuel type during the Review Period.

C) Employees

- 7) Any contractual arrangements in place with OTE employees.
- 8) Details and supporting documentation showing payroll costs during the Review Period identifying payroll by employee.

D) Purchases

- 9) For domestic purchases, monthly purchases by supplier (\$ and liters) by fuel type during the Review Period.
- 10) For imported purchases, monthly purchases by supplier (\$ and liters) by fuel type during the Review Period.
- 11) A breakdown of operating expenses by location during the Review Period.

E) Inventory

- 12) Monthly inventory by fuel type for the Review Period (\$ and liters).
- 13) Current fuel inventory by fuel type (\$ and liters) at all blending centers as documented by tank monitoring system.

F) Capital assets

- 14) Current status of leases, loans and payments.

G) Tax

- 15) List of outstanding US IRS and State of Michigan refunds yet to be received.
- 16) Details of the MOF Claim.
- 17) Details regarding any other income tax or related tax authority claims.

H) Other:

- 18) Access to all rack systems to review loading information in the GVM system vs the Invoicing system.
- 19) List of creditors and claims filed.
- 20) Status of Rail Car Leases with Tidewater Midstream, Wells Fargo Rail, and AITX.
- 21) Status of Transload Agreements with CN Rail, Cando Contracting, and Consolidated Logistics.

This is Exhibit "X"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Shaan Tolani <TolaniS@bennettjones.com>
Sent: Wednesday, November 8, 2023 10:56 PM
To: sgraff@airdberlis.com; mhenderson@airdberlis.com; shans@airdberlis.com; Monique Jilesen <mjilesen@litigate.com>; Jonathan Chen <jchen@litigate.com>; Bonnie Greenaway <>BGreenaway@litigate.com>; Keely Kinley <kkinley@litigate.com>; jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com
Cc: Raj Sahni <SahniR@bennettjones.com>; Richard Swan <SwanR@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>
Subject: OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable November 10, 2023

EXTERNAL MESSAGE

Counsel,

Please see attached the Notice of Motion and Motion Record of the Monitor in the above-noted matter, served upon you under the *Rules*.

Shaan

Shaan Tolani
Litigation Associate, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 7916 | F. 416 863 1716



BennettJones.com/100Years

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<http://www.bennettjones.com/unsubscribe>

The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any use, disclosure, dissemination, distribution or copying of any portion of this message or any attachment is strictly prohibited.

This is Exhibit "Y"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

Ryan Shah

From: Max Starnino
Sent: November 16, 2023 12:08 AM
To: sahnir@bennettjones.com; Thomas Gray; pvaneyk@kpmg.ca; 'duncanlau@kpmg.ca'; tahreemfatima@kpmg.ca
Cc: bkofman@ksvadvisory.com; Peter Weinstein; mjilesen@litigate.com; Jonathan Chen; Jessica Orkin; Natai Shelsen; 'edmond.lamek@dlapiper.com'; Joseph Berger; Michelle Jackson
Subject: OTE LP; CCAA Plan Term Sheet [IWOV-PRiManage.FID390548]
Attachments: OTE LP CCAA Plan Term Sheet 2023.11.15 FOR DISTRIBUTION.pdf; OTE LP Definitions for CCAA Plan 2023.11.15 For Distribution.pdf

Colleagues,

Please find attached a distribution copy of the Term Sheet in respect of the CCAA Plan proposed by OTE USA and affiliated entities (the "CCAA Plan").

As you will have seen, the focus of the CCAA Plan is on the assets and liabilities of Original Traders Energy Ltd. (OTE LP; the fuel blending business). So as not to interfere with or hinder the Bid Process, our clients have excluded from the Plan any Property as defined in the Amended Bid Process (Property being comprised entirely of assets related to the business carried on by Logistics LP). Conversely, we expect that the Monitor will not be seeking to sell assets that are not the subject of the Bid Process while our client's *bona fide* attempt to restructure the business of OTE LP is pending and we ask that you confirm as much. We would be pleased to make ourselves available to discuss any issues that you may have in respect of the CCAA Plan.

OTE USA intends to seek meetings with representatives of the following creditors and contingent creditors to review the CCAA Plan at the earliest opportunity:

1. The Ministry of Finance;
2. CRA;
3. Zurich Insurance;
4. EDC;
5. Wells Fargo;
6. AITX; and,
7. Royal Bank of Canada

Considering the Monitor's actions last week and the view expressed to the court that the delivery of the term sheet was in some way an indication of Glenn Page's intention to abscond with assets, you will understand that our client prefers to reach out to the creditors' representatives directly, with a copy to the Monitor who is welcome to sit in on any meetings as observers. If you take issue with this approach please let me know, and we will seek direction from the court.

Although our client is not required to do so considering that the Plan is wholly independent of the Property included in the Bid Process, as a sign of good faith they are prepared to arrange for the Plan Sponsor to provide a deposit of CAD\$1 million to be held in Bennet Jones' trust account, subject to confirmation from Bennett Jones that it is prepared the hold the funds on the terms set forth in s. 4 of the Term Sheet. As a further gesture of good faith, they are prepared to provide this deposit on these terms prior to meeting with creditors as indicated above. Please let us know if these terms are acceptable, and, if so, please provide us with wire instructions for Bennett Jones' trust account.

Finally, we note that the Monitor still has not responded to material information requests made by our client; this information is necessary for the formulation of the Plan. In these circumstances, we will be bringing a motion to compel production of the outstanding information in due course. If you would like to meet in the interim to review the information that is outstanding and its relevance, with a view to narrowing issues, we would be pleased to meet with you.

Thank you,



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

This is Exhibit "Z"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Raj Sahni <SahniR@bennettjones.com>
Sent: Thursday, November 16, 2023 11:08 PM
To: Max Starnino
Cc: bkofman@ksvadisory.com; pweinstein@ksvadisory.com; mjilesen@litigate.com; jchen@litigate.com; jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com; edmond.lamek@dlapiper.com; Joseph Berger; Michelle Jackson; pvaneyk@kpmg.ca; duncanlau@kpmg.ca; tahreemfatima@kpmg.ca; Richard Swan; Thomas Gray
Subject: RE: OTE LP; CCAA Plan Term Sheet [IWOV-PRiManage.FID390548]
Attachments: 2023-10-20 OTE Bid Process - Non-Disclosure Agreement_executed.pdf; Letter re OTE - Nov 2 2023.pdf

External Sender - From: (Raj Sahni <SahniR@bennettjones.com>)

This message came from outside your organisation.

Max,

The Monitor disagrees with your characterization of the Bid Process being limited to the assets of Logistics LP. The Amended Bid Process is in respect of all of the OTE Group entities and states that while the assets being marketed are any right, title and interests of the OTE Group in the chattels identified as Schedule 1 to the Amended Bid Process, if a bidder wishes to negotiate the potential use of leased premises or fixtures as part of its bid, the Monitor will use its best reasonable efforts to arrange for discussions between Qualified Bidders (as defined in the Amended Bid Process) and applicable landlords. Accordingly, it is certainly conceivable that one or more bids could involve the OTE Group's rights or interests in leased premises and/or fuel blending equipment. The Monitor will review all bids that are received by today's bid deadline and report back to the Court in due course on its recommendations.

The Monitor does not agree that you or your clients are entitled to meet with or have discussions with any creditors or contingent creditors of any OTE Group entities without the consent of the Monitor as this would be in direct violation of the Non-Disclosure Agreement ("NDA") executed by your clients on October 19, 2023, including sections 7 and 8 thereof. A copy of the NDA is attached for reference. The Monitor is not in a position to consent to any such meetings in light of the findings of Mr. Justice Osborne in his March 21, 2023 Endorsement and subsequent information obtained and disclosed by the Monitor. Please provide the Monitor with a list of any creditors, suppliers, customers or other stakeholders of the OTE Group entities that have been contacted by you or your clients since October 19, 2023.

The Monitor is also not in a position to respond to your further information requests in connection with the Bid Process for the reasons set out in our letter to you dated November 2, 2023 and for the additional reasons set out in the preceding paragraph.



Raj Sahni

*Partner**, Bennett Jones LLP

*Denotes Professional Corporation

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

T. 416 777 4804 | F. 416 863 1716 | M. 416 618 4804

E. sahniR@bennettjones.com

BennettJones.com

This is Exhibit "AA"
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sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.



NON-DISCLOSURE AGREEMENT

Dear Sirs & Mesdames:

On January 30, 2023, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an order (the "**Initial Order**") providing certain relief pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**"), including a stay of proceedings against Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP, and Original Traders Energy LP (collectively, the "**OTE Group**"). The Initial Order also appointed KPMG Inc. as monitor of the OTE Group (in such capacity, the "**Monitor**"). On February 9, 2023, the OTE Group was granted additional relief under the CCAA by order of the Court. These CCAA Proceedings are ongoing.

Pursuant to an order dated October 12, 2023, the Court approved, among other things, the bid process in the form attached hereto as Appendix "A" (the "**Bid Process**"). The Bid Process is intended to solicit interest in and opportunities for the sale of the property, assets and undertakings of the OTE Group, as set out at Schedule 1 to the Bid Process (collectively, the "**Property**", and any such sale, a "**Transaction**").

This NDA is being provided to you (the "**Potential Bidder**" or "**you**") due to your expression of interest in participating in the Bid Process with a view to becoming a Qualified Bidder (as defined in the Bid Process), or proposing a potential plan of compromise or arrangement or other transaction (a "**Restructuring Plan**"), which, for the purposes of this NDA, shall constitute a "Transaction", and your request that Confidential Information (as defined below) be furnished to you in connection therewith.

As a condition to the Monitor furnishing Confidential Information to you, including without limitation through a confidential data room set up by the Monitor for the Bid Process and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you acknowledge and agree on behalf of yourself, your affiliates (as defined below) and Representatives (as defined below) as follows:

1. **Acknowledgement** – You acknowledge: (a) receipt of a copy of the Bid Process and agree to accept and be bound by the provisions contained therein and in this agreement and any orders of the Court; (b) that the Monitor, with the assistance of the OTE Group and in consultation with the Royal Bank of Canada ("**RBC**") (the OTE Group's secured bank lender), will be responsible for conducting the Bid Process; (c) that the Monitor may furnish Confidential Information to you on behalf of the OTE Group; (d) that any reference in this NDA to Confidential Information provided by the Monitor shall be deemed to include any Confidential Information provided to you by the Monitor, the Monitor's counsel, the OTE Group, the OTE Group's counsel and their respective partners, employees, agents, representatives, and advisors (collectively the "**Monitor and OTE Representatives**"); and (e) that the Monitor may provide updates and information in respect of the Bid Process to RBC and its Representatives on a confidential basis, in addition to reporting and updating the Court as the Monitor deems appropriate.
2. **Confidential Information** – The term "**Confidential Information**" means: (a) any and all information of whatever nature (including information in the form not only of written information but also information which may be transmitted orally, visually, graphically, electronically or by



any other means) relating to the OTE Group, the business of the OTE Group or the Property including, without limitation, information concerning any past, present or future customers, partners, suppliers or the OTE Group's facilities, licences, technology, and any correspondence, internal business discussions, strategic plans, budgets, financial statements, records, reports, evaluations, notes, analyses, documents, engineering, trade secrets, know-how, data, patents, copyrights, processes, business rules, tools, business processes, techniques, programs, designs, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, security measures, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, or any other documents or information pertaining in any way whatsoever to the OTE Group; (b) all information about an identifiable individual or other information that is subject to any federal, provincial or other applicable statute, law or regulation of any governmental or regulatory authority in Canada relating to the collection, use, storage and/or disclosure of information about an identifiable individual, including the *Personal Information and Protection of Electronic Documents Act* (Canada) and equivalent provincial legislation, whether or not any such information is confidential; and (c) all summaries, notes, analyses, projections, compilations, data, studies or other documents or records prepared by a Potential Bidder or its Representatives (as defined below) that contain or otherwise reflect or have been generated, wholly or partly, or derived from, any such information ("**Derivative Information**"). The term "Confidential Information" shall not include such portions of the Confidential Information which: (a) are, or become, generally available to the public other than as a result of a disclosure by you or your Representatives; (b) are received by you from an independent third party who had, to your knowledge after due inquiry, obtained the Confidential Information lawfully and was under no obligation of secrecy or duty of confidentiality; (c) you can show were in your or your affiliate's lawful possession before you received such Confidential Information from the Monitor, unless such Confidential Information was previously provided pursuant to a confidentiality agreement or an agreement which contained confidentiality provisions; or (d) you can show were independently developed by you or on your behalf by personnel having no access to the Confidential Information at the time of its independent development. In addition, you agree that the Monitor may, in its sole discretion, withhold or provide information requested by you. For the avoidance of doubt, the term "Confidential Information" shall not include the fact that you have executed a non-disclosure agreement.

3. **Non-Disclosure and Restricted Use** – The Confidential Information will be kept confidential by you and will not, without the prior written consent of the Monitor or as permitted by this NDA, be disclosed by the Potential Bidder or any of its Representatives in any manner whatsoever, in whole or in part, and will not be used by the Potential Bidder or any of its Representatives, directly or indirectly, for any purpose other than evaluating, negotiating and consummating a Transaction (the "**Permitted Purpose**"). You will not use the Confidential Information to obtain any commercial advantage over the OTE Group in any way which is, directly or indirectly, detrimental to the OTE Group. The Potential Bidder agrees to comply with any applicable privacy laws in respect of Confidential Information relating to individuals. The Potential Bidder recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the OTE Group if any information contained therein is disclosed to any Person (as defined below).



4. **Storage and Records** – You shall store the Confidential Information properly and securely and ensure that appropriate physical, technological and organizational measures are in place to protect the Confidential Information against unauthorized or unintended access, use or disclosure. You will only reproduce or take such copies of any of the Confidential Information as is reasonably necessary for the Permitted Purpose. You shall keep a record of the Confidential Information furnished to you, in any medium other than oral, and of the location of such Confidential Information.
5. **Access Limited to Representatives** – The Potential Bidder may reveal or permit access to the Confidential Information only to its agents, representatives (including lawyers, accountants and financial advisors, financiers), directors, officers and employees (“**Representatives**” and each a “**Representative**”) who need to know the Confidential Information for the Permitted Purpose, who are informed by the Potential Bidder of the confidential nature of the Confidential Information, who are directed by the Potential Bidder to hold the Confidential Information in the strictest confidence and who agree to act in accordance with the terms and conditions of this NDA. The Potential Bidder will take all necessary precautions or measures as may be reasonable in the circumstances to prevent improper access to the Confidential Information or use or disclosure of the Confidential Information by the Potential Bidder's Representatives and will be responsible for any breach of this NDA by any of its Representatives. You will, in the event of a breach of this NDA or any disclosure of Confidential Information by you or any of your Representatives, other than as permitted by this NDA, through accident, inadvertence or otherwise, notify the Monitor of the nature of the breach promptly upon your discovery of the breach or disclosure.
6. **Privileged Material** – You acknowledge that certain of the OTE Group's books, records or information representing or containing Confidential Information to which you may be given access are books, records and information to which solicitor-client privilege and/or other privilege (“**Privilege**”) attaches. You recognize and acknowledge that the OTE Group has a material interest in the preservation of Privilege in respect of all Privileged material (collectively, the “**Privileged Material**”). You agree (acting on your own behalf and as agent for your Representatives) that: (a) such access is being provided solely for the Permitted Purpose; (b) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of the Privileged Material or any right to assert or claim Privilege in respect of the Privileged Material and to the extent there is any waiver, it is intended to be a limited waiver in your favour, solely for the Permitted Purpose; (c) you shall keep the Privileged Material in strict confidence, and disclose such material solely to your legal counsel and to your directors, officers and employees and any affiliate and only to the extent required for the Permitted Purpose; (d) at the Monitor or the OTE Group's request, all copies of the Privileged Material, and any notes that would disclose the contents of the Privileged Material, will be destroyed or returned to the owner thereof; and (e) at the Monitor or the OTE Group's request and cost, you shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Privileged Material. The disclosure of Privileged Material to you under this Bid Process shall not form the basis for the removal of your counsel of record or your other Representatives in the event of an adversity of interest between you and a member of the OTE Group and/or the Monitor.
7. **No Disclosure of Transaction** – The Potential Bidder and its Representatives will not, without the prior written consent of the Monitor, disclose to any Person the fact that the Confidential Information has been made available, the terms of this agreement, that discussions or negotiations



are taking place or have taken place concerning a possible Transaction or any of the terms, conditions or other facts with respect to any such possible Transaction. Nothing herein shall disentitle you to seek relief from the court in respect of the CCAA Proceedings, provided that if you are advised by counsel that Confidential Information, the terms of this agreement or discussions or negotiations are relevant to your request for such relief, you shall work with the Monitor, in good faith, to ensure that steps are take to prevent disclosure of such information or other prejudice to the Bid Process, including, without limitation, the sealing of the court record.

8. **Contact Persons** – In respect of Confidential Information requests or any other matters concerning Confidential Information or the Transaction, you agree to communicate only with Tahreem Fatima on behalf of the Monitor, Raj Sahni and Thomas Gray as counsel to the Monitor, and such Representatives of the Monitor as Tahreem Fatima directs or with such other individual or individuals as the Monitor may authorize in writing. Without such prior written consent, neither you nor any of your Representatives will knowingly initiate or cause to be initiated or maintain any communication with any officer, director, agent, or employee of the Monitor or the OTE Group, or any affiliate, creditor, shareholder, customer, supplier or lender of the OTE Group concerning the OTE Group's business, or the OTE Group's operations, prospects or finances, the Confidential Information or any Transaction whatsoever.
9. **Proprietary Rights** – You acknowledge that the Confidential Information is a proprietary asset of the OTE Group and agree that as between you and the OTE Group, the OTE Group will retain proprietary rights in the Confidential Information and the disclosure of such Confidential Information shall not be deemed to confer upon you any rights whatsoever in respect of any Confidential Information.
10. **Return of Confidential Information** – If you determine not to pursue a Transaction, you will promptly advise the Monitor and the OTE Group of that fact. At the time of such notice, or if, at any earlier time, the Monitor or the OTE Group so directs (whether or not you determine to pursue a Transaction), you and your Representatives will, at your own expense, promptly return or destroy all copies of the Confidential Information upon such request (and, in any event, within five (5) business days after such request), except for that portion of the Confidential Information which consists of Derivative Information, which will be destroyed, and in the case of information stored in electronic form, it will be permanently erased. If requested by the Monitor or the OTE Group, compliance with this Section 10 shall be certified in writing by an authorized officer of the Potential Bidder.

Notwithstanding the foregoing: (a) you may retain a copy of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, provided that it is kept strictly confidential; and (b) Confidential Information that is electronically stored may be retained in back-up servers if it is not intentionally made available to any Person, and is deleted in accordance with your normal policies with respect to the retention of electronic records. Notwithstanding the return or destruction of the Confidential Information, you and your Representatives shall continue to be bound by the confidentiality and other obligations hereunder.

11. **No Representation** – You acknowledge that the Monitor and OTE Representatives make no express or implied representation or warranty as to the accuracy or completeness of the



Confidential Information, and agree that the Monitor and OTE Representatives shall have no liability, direct or indirect, to you or your affiliates or any of their Representatives relating to or resulting from the Confidential Information or the use thereof, errors therein or omissions therefrom. Without limiting the foregoing, the Monitor and OTE Representatives make no representation as to the existence, validity or assignability of any licenses or regulatory approvals that may be necessary to carry on any business or activities relating to sale, storage, blending, disposal, recycling, transportation or distribution of oil, gas, petroleum products, fuel, containers, waste or otherwise, and any Potential Bidders must satisfy themselves as to any licenses that may be required and apply therefor.

12. **Definitive Agreement** – You acknowledge and agree that no agreement relating to or providing for any Transaction shall exist unless and until a definitive agreement with respect to a Transaction has been executed and approved by the Court. It is agreed that unless and until such a definitive agreement has been executed and delivered pursuant to the terms of the Bid Process, none of the Monitor, the OTE Group nor you shall have any legal obligation of any kind whatsoever with respect to the completion of a Transaction by virtue of this NDA. The Monitor and you further understand and agree that the Monitor is under no obligation to provide the Confidential Information. The process leading up to a Transaction shall be governed by the applicable terms of the Bid Process and any further or other procedures established in accordance with the Bid Process. Either party to this NDA may terminate discussions and negotiations with regard to the Transaction at any time for any reason.
13. **Required Disclosure** – In the event that you or any of your Representatives become legally compelled or are required by regulatory authorities having appropriate jurisdiction to disclose any of the Confidential Information, you will promptly provide the Monitor with written notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDA. You will cooperate with the Monitor on a reasonable basis to obtain a protective order or other remedy. In the event that such protective order or other remedy is not obtained or the Monitor waives compliance with the provisions of this NDA, you will furnish only that portion of the Confidential Information which you are advised by counsel is legally required to be disclosed and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so furnished.
14. **Non-Solicitation; No-Hire** – Without the prior written consent of the Monitor, for a period of two (2) years from the date of this NDA, the Potential Bidder, its Representatives and affiliates will not, either directly or indirectly, solicit for employment, employ or otherwise contract for the services of (or cause or seek to cause to leave the employ of the OTE Group or any of its affiliates) any person who is now employed or engaged (either as an employee or consultant) or becomes employed or engaged during the term of this NDA by the OTE Group in their operations, other than persons whose employment or engagement shall have been terminated at least six months prior to the date of such solicitation, employment or other contractual arrangements, provided however that the foregoing provision will not prevent you from hiring any such person who contacts you on his or her own initiative without any direct or indirect solicitation by or encouragement from you. The prohibition contained in this paragraph does not extend to general solicitations of employment by you not specifically directed towards the OTE Group's employees or consultants.



15. **Representations and Warranties** – You hereby represent and warrant that you are in compliance with all laws and regulations applicable to you and your business, and have received all permits, licenses or other approvals required of you under applicable laws and regulations to conduct your business and are in compliance with all terms and conditions of any such permit, license or approval.
16. **Consent to Disclosure to Court** – You acknowledge that a potential Transaction, if it proceeds, will be subject to and conditional on approval of the Court in the CCAA Proceedings and, notwithstanding anything in this Agreement, it will be necessary in order to obtain such Court approval to disclose information that is sufficient to address the factors required by the Court to be considered under the CCAA and otherwise satisfy the Court that a Transaction should be approved. You hereby consent to such disclosure to the Court. For greater certainty, nothing in this Agreement or any matter relating to the Bid Process shall limit the Monitor's ability or discretion to report any information to the Court or seek the Court's directions on any issue or matter.
17. **No Responsibility Respecting a Transaction Pending Court Approval** – You acknowledge and agree that until a definitive agreement regarding a Transaction has been executed by you and any affiliate, and approved by the Court, none of the Monitor and OTE Representatives will be under any legal obligation or have any liability to you of any nature whatsoever with respect to a Transaction by virtue of this NDA or otherwise.
18. **Term** – This NDA shall terminate on the earlier of: (a) two (2) years after the date of this NDA, and (b) six (6) months after completion of a Transaction; provided however, that (i) such termination shall not affect the rights, powers, or remedies of the parties prior to such termination; and (ii) that the rights and obligations in respect of the Confidential Information shall not terminate or expire and shall be perpetual.
19. **Amendment of Agreement** – This NDA may not be amended, modified or waived except by an instrument in writing signed on behalf of each of the parties hereto.
20. **Successors and Assigns; Assignability** – This NDA shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This NDA may not be assigned by a party without the prior written consent of the other parties. Any assignment or attempted assignment in contravention of this subsection shall be void ab initio and shall not relieve the assigning party of any obligation under this NDA.
21. **Certain Definitions** – In this NDA, the term "**affiliate**" shall mean a person directly or indirectly controlling, or controlled by, or under common control with, the OTE Group or you, as the case may be, with "**control**" meaning direct or indirect ownership of more than 50% of the voting securities or similar rights or interests of such Person. The term "**Person**" shall be interpreted broadly to include, without limitation, any individual, corporation, the OTE Group, partnership, limited partnership, joint venture, estate, association, trust, firm, unincorporated organization, or other entity of any kind or nature.
22. **Governing Law** – This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. You hereby irrevocably:



(a) submit to the exclusive jurisdiction of the Court in respect of any actions or proceedings (each a "**Proceeding**") relating in any way to this NDA and the transactions contemplated hereby (and you agree not to commence any Proceeding relating thereto except in the Court); and (b) waive any objection to the venue of any Proceeding relating to this NDA or the transactions contemplated hereby in the Court, including the objection that any such Proceeding has been brought in an inconvenient forum.

23. **Non-Waiver** – No failure or delay by the Monitor in exercising any right, power or privilege under this NDA will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this NDA.
24. **Notice** – Any notice, consent or approval required or permitted to be given in connection with this NDA ("**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(a) to the Monitor:

KPMG Inc.

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

Attention: Paul van Eyk, Duncan Lau and Tahreem Fatima

Email: pvaneyk@kpmg.ca / duncanlau@kpmg.ca / tahreemfatima@kpmg.ca

with copies to:

Bennett Jones LLP

100 King Street West, Suite 3400
 Toronto, ON M5X 1A5

Attention: Raj Sahni and Thomas Gray

Email: sahnir@bennettjones.com / grayt@bennettjones.com

(b) Potential Bidder at:

OTE USA LLC
 c/o Paliare Roland Rosenberg Rothstein LLP
 155 Wellington Street West, 35th Floor
 Toronto, Ontario
 M5V 3H1

Attention: Massimo (Max) Starnino and Joseph Berger

Email: max.starnino@paliareroland.com
joseph.berger@paliareroland.com



Any Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day. Both you and the Monitor may, from time to time, change respective addresses by giving Notice to the other in accordance with the provisions of this section.

25. **Indemnity** – The Potential Bidder shall indemnify and hold harmless the Monitor and OTE Representatives from any damages, loss, cost or liability (including reasonable legal fees and the cost of enforcing this indemnity) arising out of or resulting from any breach of this NDA by the Potential Bidder or any of its Representatives. This Indemnity is in addition to any protections the Monitor may otherwise have at law or pursuant to any order of the Court.
26. **Injunctive Relief** – You acknowledge that disclosure of the Confidential Information or other breach of this NDA may cause serious and irreparable damage and harm to the OTE Group and that remedies at law would be inadequate to protect against breach of this NDA, and agree in advance to the granting of injunctive relief in the OTE Group's favour for any breach of the provisions of this NDA and to the specific enforcement of the terms of this NDA, without proof of actual damages, and without the requirement to post a bond or other security, in addition to any other remedy to which the OTE Group would be entitled.
27. **Entire Agreement** – This NDA constitutes the entire agreement between the parties hereto and sets out all of the covenants, promises, warranties, representations, conditions and agreements between the parties hereto in connection with the subject matter of this NDA and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the parties hereto in connection with the subject matter of this NDA except as specifically set forth in this NDA.
28. **Counterparts** – This NDA may be executed and delivered by electronic transmission. An electronic signature shall have the same legal effect as a manual signature. This NDA may be validly executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

[Signature Page Follows]



Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning it to the undersigned.

Very truly yours,

KPMG INC.

Solely in its capacity as the Monitor and not
in any other capacity

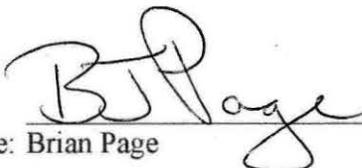
By: 

Name: Duncan Lau

Title: Senior Vice President

CONFIRMED AND AGREED this 19th day of October, 2023.

OTE USA LLC

By: 

Name: Brian Page

Title: Manager

(I have authority to bind)

GEN7 FUEL LP

By: 

Name: Mandy Cox

Title: President of Nipissing Gas Ltd.,
general partner of Gen7 Fuel LP

(I have authority to bind)



Please acknowledge your agreement to the foregoing by countersigning this letter in the place provided below and returning it to the undersigned.

Very truly yours,

KPMG INC.

Solely in its capacity as the Monitor and not
in any other capacity

By: _____

Name:

Title:

CONFIRMED AND AGREED this 19th day of October, 2023.

OTE USA LLC

By: _____

Name: Brian Page

Title: Manager

(I have authority to bind)

GEN7 FUEL LP

By:  _____

Name: Mandy Cox

Title: President of Nipissing Gas Ltd.,
general partner of Gen7 Fuel LP

(I have authority to bind)



2745384 Ontario Inc.

By:

A handwritten signature in black ink, appearing to read 'Mandy Cox', written over a horizontal line.

Name: Mandy Cox

Title: President

(I have authority to bind)

CONFIRMED AND AGREED this 20th day of October, 2023.

2658658 Ontario Inc.

By:

A handwritten signature in black ink, appearing to read 'Glenn Page', written over a horizontal line.

Name: Glenn Page

Title: President

(I have authority to bind)

Glenn Page

By:

A handwritten signature in black ink, appearing to read 'Glenn Page', written over a horizontal line.

Name: Glenn Page

Appendix "A"

AMENDED BID PROCESS

On January 30, 2023, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an order (the "**Initial Order**") providing certain relief pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**"), including a stay of proceedings against Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP, and Original Traders Energy LP (collectively, the "**OTE Group**"). The Initial Order also appointed KPMG Inc. as monitor of the OTE Group (in such capacity, the "**Monitor**"). On February 9, 2023, the OTE Group was granted additional relief under the CCAA by Order of the Court (the "**ARIO**"). These CCAA Proceedings are ongoing.

Pursuant to an order dated October 12, 2023, the Court approved, among other things, the sale process described herein (the "**Bid Process**"). The Monitor, with the assistance of the OTE Group and in consultation with the Royal Bank of Canada ("**RBC**") as the secured creditor of the OTE Group, shall conduct the Bid Process, as provided below.

Capitalized terms used in this Bid Process and not otherwise defined herein have the meanings given to them in the fifth report of the Monitor (the "**Fifth Report**").

Nothing herein shall prevent the OTE Group or a creditor from seeking to file a plan providing for the refinancing of the OTE Group and the compromise or arrangement of claims, and/or from structuring or implementing their bid for the assets of the OTE Group as a plan for consideration by creditors, provided that RBC shall be an unaffected creditor for the purposes of any such plan, as provided for in the Initial Order and the ARIO.

For the avoidance of doubt, all exercise of discretion herein by the Monitor or the OTE Group is subject to review by the court in these CCAA Proceedings and may be raised with the court by way of a chambers appointment and adjudicated on a summary basis.

Opportunity

1. The Bid Process is intended to solicit interest in and opportunities for the property, assets and undertakings of the OTE Group, as set out at Schedule 1 hereto, which for greater certainty excludes the assets identified at Schedule "A" to the injunctive order dated March 15, 2023 (collectively, the "**Property**").
2. Any sale of the Property will be on an "as is, where is" basis, without surviving representations or warranties of any kind, nature, or description by the Monitor, the OTE Group, or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the OTE Group in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.
3. The Property being sold at this time consists of any right, title and interests of the OTE Group in the chattels identified as Schedule 1 to this Bid Process. Bidders should note that the interests to such chattels may be subject to lease and/or financing agreements, as indicated in Schedule 1. This Bid Process is not intended to solicit offers for any leasehold interests or any property or assets belonging to or claimed by landlords or other third parties. If a bidder wishes to negotiate the potential use of leased premises or fixtures as part of its bid, the Monitor will use its best reasonable efforts to arrange for discussions between Qualified Bidders (as defined below) and applicable landlords, but the Monitor

can make no assurances as to the assignability of any interests in the OTE Group to leased premises or fixtures claimed by any landlord, lessor or licensor. Any disputes as to the ownership, interests and rights of the OTE Group in any premises or fixtures may be brought before the Court for determination after the conclusion of the Bid Process if resolution of such disputes are necessary for the consummation of the Successful Bid or is otherwise determined to be in the interests of creditors of the OTE Group.

Key Dates

4. The following are the key dates of the Bid Process:

Milestone	Date
Commence solicitation of interest from parties	No later than October 16, 2023.
Binding Offer Deadline	November 16, 2023, at 5:00 p.m. EST.
Deadline to notify Qualified Bidders of Successful Bid	November 23, 2023, at 5:00 p.m. EST.

Solicitation of Interest: Notice of Bid Process

5. As soon as reasonably practical, but no later than October 16, 2023:

- (a) the Monitor, with the assistance of the OTE Group, will prepare a list of parties that have expressed interest in the Opportunity, or that the Monitor believes may have an interest in the Opportunity (the "**Interested Parties**");
- (b) the Monitor, with the assistance of the OTE Group, will prepare a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the Bid Process and inviting recipients of the Teaser Letter to express their interest pursuant in the Bid Process;
- (c) the OTE Group, with the assistance of the Monitor, will prepare a non-disclosure agreement in form and substance satisfactory the OTE Group and the Monitor (an "**NDA**");

6. The Monitor will cause a notice of the Bid Process (and such other relevant information which the Monitor, in consultation with the OTE Group, considers appropriate) (the "**Notice**") to be published in *The Globe and Mail* (National Edition).

7. The Monitor will send the Teaser Letter and NDA to all Known Potential Bidders by no later than October 16, 2023 and to any other party who requests a copy of the Teaser Letter and NDA.

Due Diligence

8. Any party that wishes to participate in the Bid Process (a "**Potential Bidder**") must provide to the Monitor at the addresses specified in Schedule 2 hereto (including by email transmission), with an NDA executed by it, acceptable to the Monitor or as ordered by the court, and written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
9. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Qualified Bidder**" if the Monitor, in consultation with the OTE Group, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to

consummate a sale or investment pursuant to the Bid Process. All Qualified Bidders will be granted access to a virtual data room (the "**Data Room**"). The Data Room will be populated with documents in the OTE Group's possession that the Monitor deems to be relevant to the Bid Process. The Monitor shall not have any liability for any missing or incorrect information or documents in the Data Room.

10. At any time during the Bid Process, the Monitor may, in its reasonable business judgement, eliminate a Qualified Bidder from the Bid Process.
11. Potential Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property in connection with their participation in the Bid Process and any transaction they enter into with one or more of the OTE Group entities.
12. The Monitor shall, subject to competitive and other business considerations, afford each Qualified Bidder such access to due diligence materials and information relating to the Property as the Monitor, in consultation with the OTE Group, may deem appropriate. The Monitor may also, in consultation with the OTE Group, limit the access of any Qualified Bidder to any confidential information in the Data Room if the Monitor, in consultation with the OTE Group, reasonably determines that such access could negatively impact the Bid Process, the ability to maintain the confidentiality of the information, the Property or its value.
13. Qualified Bidders that wish to view and inspect the OTE Group's assets in person must schedule an appointment with the Monitor.

Binding Offers

14. Qualified Bidders that wish to make a formal offer to purchase or make an investment in the OTE Group or its Property or any part thereof shall submit a binding offer (a "**Binding Offer**") that complies with all of the following requirements to the Monitor at the addresses specified in Schedule "A" hereto (including by email), so as to be received by them no later 5 p.m. EST on November 16, 2023 (the "**Binding Offer Deadline**"). For greater certainty, Binding Offers must:
 - (a) be submitted on or before the Binding Offer Deadline by a Qualified Bidder;
 - (b) be made by way of binding, definitive transaction document(s) that is/are executed by the Qualified Bidder;
 - (c) include an acknowledgement by the Qualified Bidder:
 - (i) that it has had an opportunity to conduct any and all due diligence prior to making the Binding Offer;
 - (ii) that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Binding Offer; and
 - (iii) that it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer;
 - (d) not provide for any break or termination fee, expense reimbursement or similar type of

payment, it being understood and agreed that no bidder will be entitled to any bid protections;

- (e) contain a clear indication of whether the Qualified Bidder is offering to: (i) acquire all, substantially all or a portion of the Property; or (ii) make an investment in, restructure, reorganize or refinance the Property on terms and conditions reasonably acceptable to the Monitor and to RBC;
- (f) provide proof of funds acceptable to the Monitor in consultation with RBC;
- (g) provide for a deposit of 10% of the total purchase price of the Property to be purchased, including in the case of any proposed plan, 10% of the funds to be distributed to affected creditors under the plan; and
- (h) include such other information as reasonably requested or identified as being necessary or required by the Monitor, in consultation with RBC.

Selection of Successful Bid

15. Binding Offers will be valued based upon numerous factors, including, without limitation, items such as the purchase price and the net value provided by such offer, the claims likely to be created by such offer in relation to other offers, the identity, circumstances and ability of the bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the creditors of the OTE Group, factors affecting the speed, certainty and value of the transactions, the assets included or excluded from the offer, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by the Monitor, in consultation with RBC.
16. The Monitor may aggregate separate Binding Offers together to create one "**Binding Offer**" package for the whole sale of the Property of the OTE Group, upon consultation with RBC.
17. The Monitor will: (i) review and evaluate each Binding Offer, provided that each Binding Offer may be re-negotiated with the Monitor and the applicable Qualified Bidder, upon consultation with RBC, and may be amended, modified or varied to improve such Binding Offer as a result of such negotiations; and (ii) identify the highest or otherwise best Binding Offer(s) (the "**Successful Bid(s)**", and a Qualified Bidder making such Successful Bid, a "**Successful Bidder**") for any particular Property of the OTE Group in whole or part.
18. The Monitor, in consultation with RBC, may provide a recommendation to the Court to approve one or more Successful Bids. The Monitor shall have no obligation to enter into a Successful Bid, and the Monitor may reject any or all Binding Offers and/or recommend to the Court that the Bid Process be terminated without the selection of a Successful Bid.
19. Notwithstanding the process and deadlines outlined above with respect to the Bid Process, the Monitor, at its reasonable discretion and upon consultation with RBC may, at any time:
 - (a) pause, terminate, amend or modify the Bid Process in accordance with the terms set out herein;
 - (b) remove any portion of the Property from the Bid Process; and/or
 - (c) establish further or other procedures for the Bid Process.

Confidentiality, Stakeholder/Bidder Communication and Access to Information

20. All discussions regarding the Bid Process should be directed through the Monitor. Under no circumstances should the management of the OTE Group or any stakeholder of the OTE Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the Bid Process. For greater certainty, nothing herein shall preclude a stakeholder from participating in or formulating a bid or from contacting potential bidders with the agreement of the Monitor to advise that the OTE Group have commenced a Bid Process and that they should contact the Monitor if they are interested in participating in the Bid Process.
21. If it is determined by the Monitor that it would be worthwhile to facilitate a discussion between one or more Qualified Bidders and a stakeholder or other third party as a consequence of a condition to closing or potential closing condition identified by such Qualified Bidder, the Monitor may provide such Qualified Bidder with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such bidder to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by the Monitor. The Monitor must be provided with the opportunity to be present at all such communications or meetings.

Supervision of the Bid Process

22. This Bid Process does not and will not be interpreted to create any contractual or other legal relationship between the OTE Group and any Qualified Bidder or any other party, other than as specifically set forth in an NDA or any definitive agreement executed.
23. Participants in the Bid Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Binding Offer, due diligence activities, and any other negotiations or other actions, whether or not they lead to the consummation of a transaction.
24. The Monitor shall have no liability whatsoever to any person or entity, including without limitation any Potential Bidder, Qualified Bidder, or any other creditor or stakeholder, or any Applicant, as a result of implementation or otherwise in connection with this Bid Process, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Monitor, as determined by the Court, and all such persons or entities shall have no claim against the Monitor in respect of the Bid Process for any reason whatsoever.

SCHEDULE 1

CAPITAL LEASES SCHEDULE

Unit #	Make	Model	Year	Status	Lease End
21-01	MACK	600	2021	Leased	14-Sep-24
ST-06	WSTR	CNV	2022	Leased	4-Apr-27
4A-2	TREM	TRA	2020	Leased	15-Feb-25
6A-1	TREM	TRA	2020	Leased	31-Dec-24
6A-2	TREM	TRA	2020	Leased	31-Dec-25
6A-3	TREM	TRA	2021	Leased	31-Dec-25
6A-4	TREM	TRA	2021	Leased	1-Nov-25
6A-5	TREM	TRA	2022	Leased	1-Oct-26
6A-6	TREM	TRA	2021	Leased	15-Dec-26
6A-7	TREM	TRA	2022	Leased	15-Feb-27
6A-8	TREM	TRA	2022	Leased	15-May-27
23-01	VOLVO	VNR	2023	Leased	21-Jun-27
23-02	VOLVO	VNR	2023	Leased	21-Jun-27
23-03	VOLVO	VNR	2023	Leased	21-Jun-27
20-07	VOLV	ARO	2020	Leased	15-Jun-24
20-08	INTL	LT6	2020	Leased	1-Jan-25
21-02	VOLV	ARO	2021	Leased	18-Nov-24
ST-04	WSTR	CNV	2022	Leased	1-Aug-26
SB003	TREC	TRA	2020	Leased	1-Apr-25
PUP	TREC	TRA	2020	Leased	1-Apr-25
SB004	TREC	REM	2020	Leased	1-Jun-25
PUP	TREC	TRA	2020	Leased	1-Jun-25
SB005	TREM	TRA	2021	Leased	1-Aug-25
PUP	TREM	TRA	2020	Leased	1-Aug-25
4A-6	TREM	TRA	2021	Leased	1-Oct-25
20-05	INTL	PRO	2020	Leased	1-Oct-25
20-06	VOLV	ARO	2020	Leased	24-Apr-24
20-09	INTL	LT6	2020	Leased	25-Oct-25
ST-05	WSTR	CNV	2021	Leased	1-Jun-26
4A-3	TREM	TRA	2021	Leased	15-Aug-25
4A-4	TREM	TRA	2021	Leased	15-Jul-25
4A-5	TREM	TRA	2021	Leased	1-Oct-25
SB006	TREC	TRA	2021	Leased	1-May-26
PUP	TREC	TRA	2021	Leased	1-May-26

OWNED EQUIPMENT**Trucks and Trailers**

Unit #	Make	Model	Year	Status
20-01	INTL	PRO	2020	Owned
20-02	INTL	PRO	2020	Owned
20-03	INTL	PRO	2020	Owned
20-04	VOLV	ARO	2020	Owned
ST-01	WSTR	CNV	2011	Owned
SB001	HUTC	TRI	2014	Owned
PUP	HUTC	TAN	2014	Owned

IT Equipment

Device Type	Manufacturer	Operating System	Warranty Expiry
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19044	3/18/2022
Desktop	System manufacturer	Microsoft Windows 10 Pro 10.0.18363	
Desktop	HP	Microsoft Windows 10 Pro 10.0.19045	10/25/2025
Desktop	HP	Microsoft Windows 10 Pro 10.0.19045	10/25/2025
Desktop	HP	Microsoft Windows 10 Pro 10.0.19045	10/25/2025
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19043	6/14/2023
Laptop	HP	Microsoft Windows 10 Pro 10.0.19045	7/8/2021
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19045	5/9/2022
Desktop	System manufacturer	Microsoft Windows 10 Pro 10.0.19045	
Server	Dell Inc.	Microsoft Windows Server 2016 Standard 10.0.14393	8/20/2021
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19044	
Desktop	System manufacturer	Microsoft Windows 10 Pro 10.0.19044	
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19045	9/11/2020
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19044	
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19044	11/18/2022
Laptop	HP	Microsoft Windows 10 Pro 10.0.19045	8/31/2023
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19043	5/4/2022
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19045	
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19045	
Desktop	System manufacturer	Microsoft Windows 10 Pro 10.0.19045	
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19044	
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19045	
Desktop	System manufacturer	Microsoft Windows 10 Pro 10.0.19045	
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19045	
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19045	
Desktop	Micro-Star International Co., Ltd.	Microsoft Windows 10 Pro 10.0.19045	
Laptop	ASUSTeK COMPUTER INC.	Microsoft Windows 11 Pro 10.0.22621	07/12/2023
Laptop	LENOVO	Microsoft Windows 10 Pro 10.0.19045	07/11/2023

SCHEDULE 2**The Monitor:****KPMG Inc.**

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

Attention: Paul van Eyk, Duncan Lau and Tahreem Fatima
Email: pvaneyk@kpmg.ca / duncanlau@kpmg.ca / tahreemfatima@kpmg.ca

with copies to:

Bennett Jones LLP

100 King Street West, Suite 3400
Toronto, ON M5X 1A5

Attention: Raj Sahni and Thomas Gray
Email: sahnir@bennettjones.com / grayt@bennettjones.com

This is Exhibit "BB"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Max Starnino
Sent: Monday, November 20, 2023 9:44 AM
To: Raj Sahni
Cc: Bobby Kofman; Edmond Lamek; Thomas Gray
Subject: Re: OTE LP; CCAA Plan Term Sheet [IWOV-PRiManage.FID390548]

Follow Up Flag: Follow up
Flag Status: Flagged

Raj,

It seems as though this is trending toward litigation. Bobby, Edmond (who was retained by the Gen7 entity and would eventually act for the Plan Sponsor) and I would be happy to have a call tomorrow afternoon with you and your client to discuss what we perceive to be adversity to the proposed Plan (which, conversely, we think can provide a very good solution for creditors). Let me know if you think that would be useful, and, if so, your availability.

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

T: 416.646.7431

C: 416.559.6834

Sent from my iPhone

This is Exhibit "CC"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Brian Page	\$256,000
[REDACTED]	[REDACTED]
Glenn Page	\$377,723
2658658 Ontario	\$124,697
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total	\$203,843.726

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

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

Applicants

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

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF BRIAN PAGE

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joseph.berger@paliareroland.com

Lawyers for OTE USA LLC

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

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Applicants

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

PROCEEDING COMMENCED AT
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Lawyers for OTE USA LLC

TAB 4

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

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

BETWEEN:

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

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

Applicants

AFFIDAVIT OF BRIAN PAGE

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

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

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

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

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

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

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

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

- (a) It appears that, for reasons I am unable to explain, the Hills may not have operated the business of OTE LP or Logistics LP, or remitted taxes for these businesses, or did so in a way that gave rise to a justification for these proceedings, which have resulted in the needless loss and/or destruction of value to the prejudice of creditors, including OTE USA.
- (b) The focus of the proceedings has been Glenn’s interest in a boat, which, at different times, has variously been described as a yacht, a luxury yacht, and an Italian yacht, and which has been used to colour Glenn’s interest in OTE LP and Logistics LP by suggesting that he was misusing corporate resources. The boat was purchased, however, using the undistributed draws of *8658 Ontario (defined below), the company through which he and his wife, Mandy Cox (“**Mandy**”), hold an interest in OTE LP. I have reviewed the 2019 and 2020 Financial Statements for OTE LP and combined Net Income totaled \$9,990,567. *8658’s share would have been over \$3,300,000. I am advised by Glenn that the 2021 financial statements were

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

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

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

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

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

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

1. The People

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

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

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

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

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

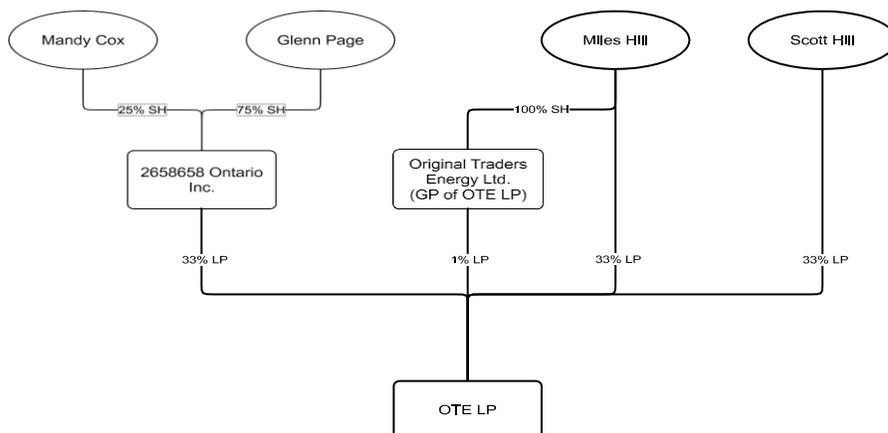
Glenn's exclusion from the business of OTE LP, was that Scott was wanting to assume a greater leadership role.

2. Relevant Legal Entities

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

(a) The OTE LP Entities

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

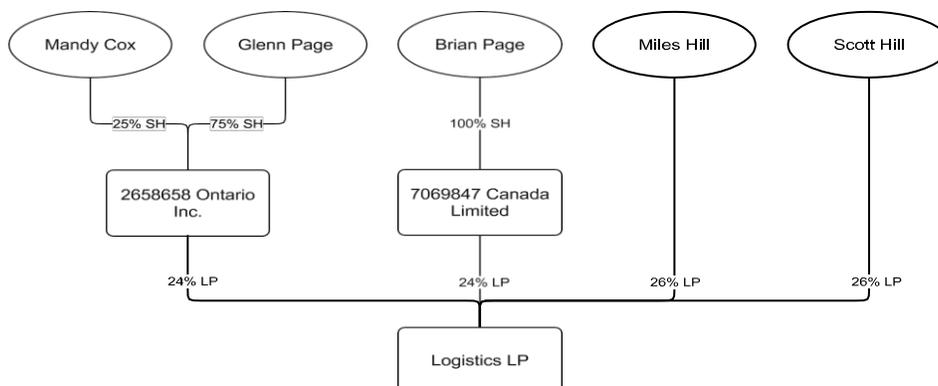


16. The current general partner of OTE LP is Original Traders Energy Ltd. (“**OTE GP**”), one of the two applicants in these proceedings. Currently, Miles is OTE GP’s only shareholder and Miles and Scott are currently its only directors and officers, although Scott held offices with those companies at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

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

(b) The OTE Logistics LP Entities

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

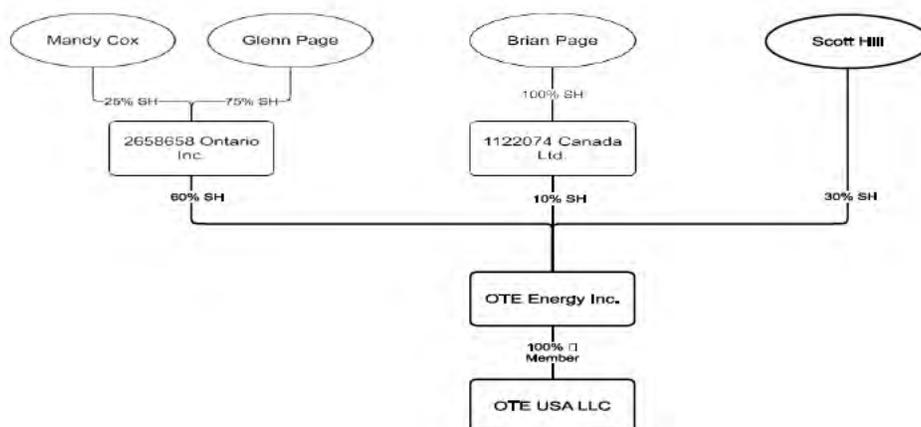


19. Logistics LP's general partner is the second applicant in these proceedings, 2496750 Ontario Inc. ("**Logistics GP**"), and its limited partners are: Miles Hill, as to a 26% interest; Scott Hill as to a 26% interest; *8658 Ontario as to a 24% interest (prior to 2020 this interest belonged to Glenn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

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

(c) OTE USA Entities

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



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

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

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

(d) The Gas Station Customers

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

- (a) Gen 7 Fuel Oneida, in Oneida, Ontario;
- (b) Moravian Auto Repair in Bothwell, Ontario;
- (c) Bear Paw gas Bar in Ohsweken, Ontario, owned by Miles Hill;
- (d) Townline Variety and Gas in Ohsweken, Ontario, owned by Miles Hill;

-11-

- (e) Renmar Energy in Ohsweken, Ontario, owned by Scott Hill;
- (f) Wolfe Energy in Wahta, Ontario;
- (g) Moravian Gen 7 Fuel, in Thomasville, Ontario;
- (h) Smokey's Gen 7 Fuel, in Sarnia, Ontario;
- (i) Gen 7 Fuel Walpole, in Wallaceburg, Ontario;
- (j) Gen 7 Fuel Roseneath, in Roseneath, Ontario;
- (k) Gen 7 Fuel Curve Lake, in Curve Lake, Ontario;
- (l) French River Gen 7 Fuel, in Britt, Ontario;
- (m) Gen 7 Fuel Jocko Point, in North Bay, Ontario; and
- (n) Gen 7 Fuel Rankin, in Sault St. Marie, Ontario.

B. *The Shareholder Dispute*

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

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

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

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

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

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

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

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

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

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

33. In or about January 2018, Miles, Scott and Glenn together decided to further expand the OTE LP business by constructing large fuel blending facilities at First Nation reserves. This would allow OTE LP to have greater fuel volumes available for sale and ready delivery to its customers. Bulk fuel was to be imported from suppliers in the U.S. and transported to those facilities. It would then be blended with the additives required to create the retail fuel products sold to OTE LP's gas station customers.

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

2. The Transportation and Logistics Business (Logistics LP)

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

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

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

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

in the business, and Glenn assisted with banking and contracting. In particular, Glenn made arrangements with bulk fuel suppliers in Michigan and Ohio, Marathon Petroleum and Greenergy, for the purchase by OTE LP and the export of bulk fuel by rail cars and trucks to its blending facilities.

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

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

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

4. The US Supply Business (OTE USA)

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

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

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

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

5. The Success of OTE LP and Logistics LP

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

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

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

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

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

6. The Falling Out Between Glenn and Miles

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Wrongful conduct by the Hills:

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

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

-22-

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

- (b) Second, it appears that, following Glenn's exclusion from the business of OTE LP, the Hills have started using OTE LP to illegally import equipment in furtherance of their grey-market tobacco business, thereby wrongfully exposing OTE LP to the risk of liability, and, perhaps, misusing OTE LP resources.
- (c) Third, it has been suggested to me that Miles Hill has now resigned his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill, notwithstanding the terms of the Initial Order, has been

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

1. Tax Remittance Obligations

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

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

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

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

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

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

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

2. Wrongful Use of OTE LP

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

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

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

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

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

- (a) all of Logistics LP's truck drivers had received lay-off notices and had been offered jobs with Joseph Haulage Capital Corporation ("**JHCC**"); and,
- (b) all of OTE LP's personnel were going to be laid off effective September 15, 2023, and arrangements had been made to transition the fuel supply business to Parkland Corporation ("**Parkland**").

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

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

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

D. The CCAA Proceedings;

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

- (a) Logistics LP was never insolvent and that, regardless of whether it is or continues to be wrapped up in these proceedings for logistical reasons, its assets (and shareholder equity) should not be eroded by these proceedings;
- (b) OTE LP's business was very profitable prior to Scott Hill taking over day to day management in July 2022, and it should have continued to be profitable;
- (c) OTE LP's business remains fundamentally sound, and, with competent management, it should be capable of paying its creditors, including OTE USA;
- (d) If losses are sustained by creditors, then Scott (and perhaps Miles), should be held to account for those losses, including, among other things, and if appropriate, for any negligence, gross negligence or oppressive behaviour, or wilful misconduct in respect of the operation of OTE's business after the Takeover Date, including in respect of these proceedings;

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

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

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

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

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

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

- (a) Sandra Smoke was the former bookkeeper for OTE LP, and as such she was privy to many discussions and decisions pertaining to the accounts of OTE LP and tax filings.
- (b) Gary Loft was the National Director of Operations for OTE LP and, for a short period around the time of Glenn's removal and subsequent resignation, he was the President of OTE LP. He dealt with OTE USA by directing the buying of fuel products under the terms of the Supply Agreement.
- (c) Austin Hill is Scott's son and in the absence of both Glenn and I, ran the Logistics business. He interacted frequently with OTE USA personnel.

F. Conclusion

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

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

Commissioner for Taking Affidavits

JOSEPH BERGER (LSO #: 70822S)



BRIAN PAGE

This is **Exhibit "A"** referred to in
the Affidavit of Brian Page
sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

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

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

BETWEEN:

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

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

Applicants

DOCUMENT PRODUCTION PROTOCOL

Interpretation

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

“**Claims**” means:

1. The action commenced in the Ontario Superior Court of Justice between Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, Scott Hill, Donald Herbert Miles Hill (Plaintiffs) and Glenn Page, Mandy Cox, Brian Page, Kellie Hodgins, 2658658 Ontario Inc. c.o.b.a. GPMC Holdings, 2745384 Ontario Inc. c.o.b.a. GPMC Management Services and Picassofish Creative Design, Gen 7 Brands International Inc., Alderville Gas Ltd., 2700287 Ontario Inc., OTE USA LLC, OT Energy Inc., John Doe G7 Southwold, John Doe G7 Moravian, John Doe G7 Sarnia, John Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French River, John Doe G7 North Bay, John Doe G7 Sault, 7069847 Canada Limited, 11222074 Canada Ltd., Consolidated Logistics Inc. (Defendants) (Court File No. CV-22-00688572-0000); and
2. The action commenced in the United States District Court Eastern District of Michigan between OTE USA LLC (Plaintiff) and Original Traders Energy LP (Defendant) (Court File No. 2:23-cv-10152-GCS-DRG);

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

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

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

“**Gen7 Parties**” means Glenn Page, Mandy Cox, Brian Page, Kellie Hodgins, 2658658 Ontario Inc. c.o.b.a. GPMC Holdings, 2745384 Ontario Inc. c.o.b.a. GPMC Management Services and Picassofish Creative Design, Gen 7 Brands International Inc., Alderville Gas Ltd., 2700287 Ontario Inc., Oneida Gen 7 LP (Southwold), Sarnia Gen7 LP, Walpole Gen7 LP, Roseneath Gen 7 LP, Curve Lake Gen 7 LP, French River Gen 7 LP, Jocko Point Gen7 LP, Rankin Gen 7 LP (Sault).

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

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

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

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

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

“**OTE USA Parties**” means OTE USA LLC, OT Energy Inc., Glenn Page and Brian Page.

“**Page Party**” means the Gen7 Parties and the OTE USA Parties.

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

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

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

2. This Document Production Protocol shall bind the Parties.
3. This Document Production Protocol may be varied by agreement of all the Parties or by the Court, on motion of any Party.
4. This Document Production Protocol sets out the Parties’ obligations with respect to documentary production and, to the extent applicable, is intended to serve as the Parties’ Discovery Plan for the purpose of compliance with Rule 29.1 of the *Rules of Civil Procedure* (the “Rules”).
5. Except to the extent contested and finally adjudicated, nothing in this Document Production Protocol derogates from the legal rights of the Parties with respect to documentary discovery, the right to move before the Court to enforce those rights, or the right to resist such a motion.

Document Preservation

6. Each Party shall take reasonable steps to preserve all Documents relevant to the Claims (including electronically stored information) that are in the Party’s possession, control, or power. This obligation includes taking reasonable steps to:
 - (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
 - (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
 - (c) ensure that relevant documents remain accessible.

Intended Scope of Document Discovery

7. The Parties shall disclose, through a common data room maintained by the Monitor and subject to the Implied Undertaking Rule, all documents in their possession, power or control of which they have actual knowledge that are relevant to:
 - (i) the matters at issue in the Claims;
 - (ii) the resolution of the Claims or the compromise or restructuring thereof as part of these ongoing *Companies Creditors Arrangement Act* proceedings

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

8. Without limiting the generality of the foregoing, and without waiving their rights to contest the relevance or admissibility of any individual documents or categories of documents, the Parties shall, subject to agreement or an order of the court requiring something further, be presumed to have satisfied their obligation pursuant to paragraph 7, above, if they search for and disclose documents as follows:
- (a) the Page Parties shall search for and disclose documents in response to any outstanding orders and document requests by the Monitor.
 - (b) The Hill Parties shall search for and disclose the following documents:
 - (i) all banking, accounting and bookkeeping Documents, including, for the avoidance of doubt, all purchase orders, sales documents, and tax documents from the Relevant Period related to the Relevant Entities;
 - (ii) corporate minute books and equivalent for the Relevant Entities in the Relevant Period;
 - (iii) monthly income statements for the Relevant Entities in the Relevant Period;
 - (iv) monthly balance sheets for the Relevant Entities in the Relevant Period;
 - (v) copies of all tax filings for the Relevant Entities in the Relevant Period;
 - (vi) copies of all tax applications and tax refunds for the Relevant Entities in the relevant Period including, but not limited to applications and refunds under the *Gasoline Tax Act*, the *Fuel Tax Act*, custom duties pursuant to the *Excise Tax Act*, and federal carbon tax(es), and applications and refunds to or from the state of Michigan and/or the Internal Revenue Service of the United States, and ;
 - (vii) Year End Financial Statement for the Relevant Entities in the Relevant Period;
 - (viii) all relevant correspondence or other relevant communications held by the Custodians in respect of the business of the Relevant Entities in the Relevant Period, including relevant correspondence in respect of any email accounts, containing any of the Keywords, including but not limited to relevant correspondence as contained in the following email accounts:

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

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

Production Format

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

Deadline for Production

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

Inadvertently Produced Document

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

- (a) immediately refrain from reading, reviewing or using, in any way, the Inadvertently Produced Document and the information contained therein;
 - (b) destroy all copies of the Inadvertently Produced Document including any hard copy versions as well as delete the native file, coded information or metadata, associated images and any OCR or extracted texts files, as the case maybe, associated with the Inadvertently Produced Document;
 - (c) return the original media on which the Inadvertently Produced Document was produced to the producing party if requested; and
 - (d) provide written confirmation of the above steps to the producing Party.
13. To the extent a Party detects an Inadvertently Produced Document in the productions of the other Party that Party will notify the producing Party promptly and engaged in the steps set out in paragraph 13.
14. For greater clarity, the Parties shall follow the steps set out in in this section regardless of whether they agree that the Inadvertently Produced Document is actually subject to privilege. Such assessment can only be made based on the description provided by the producing Party as described in paragraph 12.
15. If there is a disagreement between the Parties as to whether an Inadvertently Produced Document is protected by privilege the Parties shall resolve the issue on motion brought before the Court.

**Appendix “A”
Key Words**

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

Tax

Excise

Duty

Duties

“Canada Revenue Agency”

CRA

“Ministry of Finance”

MOF

“Internal Revenue Service”

“IRS”

Gen7

“Gen 7”

“OTE USA”

Yacht

Boat

Italy

Cigarette

Tobacco

Customs

Border

Parkland

Joseph

Haulage

Audit

Review

Engagement

Pettinelli

Mastroluisi

MNP

KPMG

Such further and other keywords as the Parties may agree or the Court may order

Appendix “B”

Document Exchange Protocol

1. The Parties shall exchange electronically stored documents, communications or data in native format, where readily available.
2. For any redacted documents, the Parties will exchange extracted text or OCR with redactions for privilege burned in as necessary.
3. The Parties agree the Eastern Time Zone will be used in document processing.
4. The Parties will scan hardcopy documents and produce these.

This is **Exhibit "B"** referred to in
the Affidavit of Brian Page
sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2023 Award Nominations

NOW OPEN TO PUBLIC

Let's acknowledge and celebrate those who have dedicated themselves to making a positive impact in our community.

To download a nomination form and more information about the awards scan the QR code or visit aboriginalhealthcentre.com/october-month-2023

Deadline to submit your nomination: July 21st, 2023

QR code and photo of a woman.

Building Reconciliation Forum 2023

"Education for Reconciliation: Rebuilding Stranger and with Intentionality"

Join us on June 26th for pre-forum events, with the forum opening on June 27th

For more details and updates, please visit us at indigenous.uwo.ca

June 26th – 28th, 2023
Western University, London, ON

Logos for University of Western Ontario, Indigenous Knowledge, and Western University.

Calling All BIRDERS....

Six Nations Wildlife and Stewardship Office wants your input and wisdom for our 2023 Bird and Bat Research Surveys

Grid of bird and bat photos.

Come share your knowledge about bird and bat species on the reserve!

Ecological Knowledge interviews will be held March 6th, 2023

Please contact SWSO at laurenjones@snations.ca ext. 4438 or 519-445-0338

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

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

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

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

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

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

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

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

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

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

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

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

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

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Join the Board of Directors of Joseph Brant Hospital

Joseph Brant Hospital (JBH), located in Burlington, is a full service Academic Community Teaching Hospital, in conjunction with McMaster University, serving more than 150,000 residents in the communities of Halton and Hamilton, (JBH) is also a partner member of the Burlington Ontario Health System.

To complement the existing Board of Directors' skillset, the Board is interested in leaders who possess these core competencies in Leadership, Governance Experience, Open & Inclusive Reflection of Diverse Community, Patient and Organization or equivalent as well as either of the following experience profiles:

Experience in implementing or implementing with:

- an emphasis on implementation of a digital strategy, or
- an emphasis on implementation of a diversity & inclusion (D&I) strategy.

All Joseph Brant Hospital, we are committed to Diversity, Equity & Inclusion as an ongoing and shared effort to become a more inclusive, safe and respectful place for a diverse team, work and receive care.

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidates@jbrh.on.ca.

An Information Session will be held via Zoom on Thursday April 6, 2023 @ 4:00-5:30pm. Please RSVP to board.candidates@jbrh.on.ca.

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

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



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Join the Board of Directors of Joseph Brant Hospital as a Community Representative

Joseph Brant Hospital (JBH), located in Burlington, is a full service Academic Community Teaching Hospital, in association with McMaster University, serving more than 185,000 residents in the communities of Halton and Hamilton. JBH is also a partner member of the Burlington Ontario Health Team.

COMMUNITY REPRESENTATIVE EXPERIENCE & QUALIFICATIONS:
The Hospital is seeking one Community Representative to serve on its Finance & Health Committee of the Board. The ideal candidate will be a member of the community and area served by JBH with demonstrated commitment through participation in community endeavours, whether as a board member or in a volunteer capacity. To be eligible, the candidate must be interested in an individual role and have experience as a CPA or a C. Suite level. Experience in knowledge of health care sector accounting concepts would also be beneficial.

At Joseph Brant Hospital, we are committed to Diversity, Equity & Inclusion and we encourage and expand our efforts to become a more inclusive, safe and respectful place for everyone to visit, work and receive care.

Visit josephbranthospital.ca/BOB for more information and application forms. Interested candidates can submit a completed application, Cover Letter and CV by Friday April 18, 2023 before 5:00pm EST.

An Information Session will be held via Zoom on Thursday April 6, 2023 9:00-5:30pm. To join: <https://bit.ly/jbrant-hospital>

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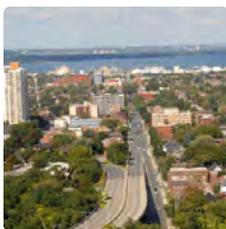
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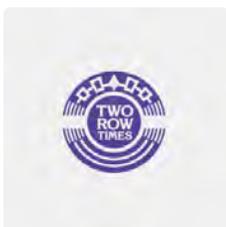
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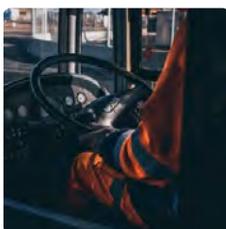
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Six Nations says full reserve closure stopped COVID-19 from spreading in community



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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This is **Exhibit "C"** referred to in
the Affidavit of Brian Page
sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Supply Agreement

General Terms & Conditions

(Export Blendgrade and ULSD)

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

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

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

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

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

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

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

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

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

PRODUCT SALES TERMS

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

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

- will preserve, and permit Seller to inspect and sample, the subject Product. ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN 90 Days AFTER THE CAUSE OF ACTION ACCRUES.
9. **Limitation of Liability.** IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 10. **Force Majeure and Allocation.** Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions, and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.
 11. **Indemnity.** Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement.
 12. **Default.** Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.
 13. **General.** (A) The sale of Products to Buyer, and this Agreement, will be governed by Michigan law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. If either party brings against the other party any proceeding arising out of this Agreement, that party will bring that proceeding only in the United States District Court for the District of Michigan or in any state court of Michigan. (B) Buyer's obligations in paragraphs above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Sr. Vice President, OTE USA LLC 1504 E Grand River Ave East Lansing MI 48823. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights or be deemed to be a course of performance or dealing, modifying, or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.
 14. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and other legal representatives, and, to the extent permitted, their respective successors and permitted assigns. In addition, any obligations, entitlements, and rights created under the terms of this agreement shall survive any breach, default, or termination by either the seller or the buyer.

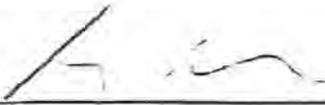
By OTE USA LLC

Original Traders Energy LP

Date: June 1st, 2022

BY: 
Brian Page

Vice President/Owner

BY: 
Glenn Page

President/Owner

June 22, 2022

This is **Exhibit "D"** referred to in
the Affidavit of Brian Page
sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Original Traders Energy LP

Financial Statements
(Unaudited)

December 31, 2019



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

July 24, 2020

Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

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

Management's Responsibility for the Financial Statements

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

Practitioner's Responsibility

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

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

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

Conclusion

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

Pettinelli Mastroianni LLP

**Chartered Accountants
Licensed Public Accountants**

PETTINELLI MASTROLUISI LLP
CHARTERED ACCOUNTANTS

Hamilton, Ontario

Original Traders Energy LP

Balance Sheet (Unaudited)

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

See accompanying notes to the financial statements.

APPROVED BY THE PARTNERS:

_____ Partner

_____ Partner

Original Traders Energy LP

Statement of Partners' Surplus (Deficit)

(Unaudited)

Year ended December 31, 2019

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

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Operations
(Unaudited)

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

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Cash Flows (Unaudited)

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

See accompanying notes to the financial statements.

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

Nature of operations

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

Basis of accounting

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

1. Significant accounting policies

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

Cash

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

Inventory

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

Property, plant and equipment

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

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

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

1. Significant accounting policies, continued

Revenue recognition

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

Income taxes

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

Foreign exchange

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

Use of estimates

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

Financial instruments

Measurement of financial instruments

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

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

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

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

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

1. Significant accounting policies, continued

Financial instruments, continued

Impairment

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

Transaction costs

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

2. Accounts receivable

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

3. Inventory

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

4. Promissory notes receivable

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

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

5. Due from related limited partnership

	December 31	
	2019	2018
Due from Gen7 Fuel Management Services LP	<u>\$ 287,655</u>	<u>\$ 363,184</u>

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

6. Property, plant and equipment

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

7. Line of credit

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

8. Accounts payable and accrued liabilities

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

9. Promissory notes payable

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

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

10. Loan payable

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

11. Partnership units

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

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

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

12. Related party transactions

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

	2019	2018
Freight	<u>\$ 6,755,231</u>	<u>\$ 361,087</u>

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

13. Financial instruments

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

Foreign exchange risk

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

Credit risk

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

Concentration risk

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

Liquidity risk

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2019

14. Subsequent events

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

This is **Exhibit "E"** referred to in
the Affidavit of Brian Page
sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits

Original Traders Energy LP

Financial Statements
(Unaudited)

December 31, 2020



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

June 11, 2021

Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

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

Management's Responsibility for the Financial Statements

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

Practitioner's Responsibility

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

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

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

Conclusion

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

**Chartered Professional Accountants
Licensed Public Accountants**

Hamilton, Ontario

PETTINELLI MASTROLUISI LLP
CHARTERED PROFESSIONAL ACCOUNTANTS

Original Traders Energy LP

Balance Sheet

(Unaudited)

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

See accompanying notes to the financial statements.

APPROVED BY THE PARTNERS:

_____ Partner

_____ Partner

Original Traders Energy LP

Statement of Partners' Surplus

(Unaudited)

Year ended December 31, 2020

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

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Operations

(Unaudited)

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

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Cash Flows

(Unaudited)

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

See accompanying notes to the financial statements.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

Nature of operations

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

Basis of accounting

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

1. Significant accounting policies

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

Cash

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

Inventory

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

Property, plant and equipment

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

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

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

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

1. Significant accounting policies, continued

Revenue recognition

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

Income taxes

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

Government assistance

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

Foreign exchange

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

Use of estimates

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

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

1. Significant accounting policies, continued

Financial instruments

Measurement of financial instruments

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

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

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

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

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

Impairment

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

Transaction costs

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

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020**2. Accounts receivable**

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

3. Inventory

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

4. Promissory notes receivable

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

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

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020**5. Due from related limited partnership**

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

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

6. Property, plant and equipment

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

7. Line of credit

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

8. Accounts payable and accrued liabilities

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

Original Traders Energy LP

Notes to Financial Statements
(Unaudited)**December 31, 2020****9. Promissory notes payable**

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

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

10. Loan payable

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

11. Partnership units

	December 31	
	2020	2019
Miles Hill - 333,333	\$ 33,333	\$ 33,333
Scott Hill - 333,333	33,333	33,333
2658658 Ontario Inc. - 333,333	<u>33,333</u>	<u>33,333</u>
	<u>\$ 99,999</u>	<u>\$ 99,999</u>

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2020

12. Government assistance

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

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

13. Related party transactions

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

	2020	2019
Freight	<u>\$ 9,557,585</u>	<u>\$ 6,755,231</u>

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

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2020

14. Financial instruments

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

Foreign exchange risk

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

Currency risk

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

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

Credit risk

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

Concentration risk

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

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

14. Financial instruments, continued

Liquidity risk

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

15. Impact of COVID-19

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

This is **Exhibit "F"** referred to in
the Affidavit of Brian Page
sworn this 22nd day of September, 2023

A Commissioner for Taking Affidavits



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

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

Plaintiffs

and

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

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

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

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

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

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

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

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

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

Date _____ Issued by _____
Local Registrar

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

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

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

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

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

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

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

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CLAIM

1. The plaintiffs claim:

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

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