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

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

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

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

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## THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. The defendant Gen 7 Station Entities are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **GLENN PAGE RESIGNS AND SERIOUS MISCONDUCT IS DISCOVERED**

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

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

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

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

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

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

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

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

#### **MISAPPROPRIATION OF FUNDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GEN 7 STATION ENTITIES CREATED USING OTE FUNDS**

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

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

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

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

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

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

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

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

#### **GLENN PAGE SECRETLY CONTROLS BLENDING STATIONS**

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

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

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

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

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

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

#### **GLENN PAGE OPERATES OTE USA AT THE EXPENSE OF OTE LP**

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

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

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

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

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

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

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

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

### **OTE LP FUNDS USED TO BENEFIT DEFENDANTS' VEHICLES**

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

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

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

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

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

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

#### **WRONGFUL INTERFERENCE WITH THE PLAINTIFFS' BUSINESS**

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

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

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

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

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

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

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

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

## **CLI'S BREACH OF CONTRACT AND OBLIGATION**

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

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

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

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

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

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

***Fuel Delivery from Marathon***

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

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

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

***Fuel Delivery from Greenergy***

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

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

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

***CLI Refuses to Deliver the Rail Tank Cars and Fuel***

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

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

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

***CLI's Conversion of the Undelivered Cars and Fuel***

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

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***An Interim Replevin Order is Necessary***

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

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

**BREACHES OF OBLIGATION AND TORTS OF THE DEFENDANTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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October 12, 2022

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Lawyers for the Plaintiffs

ORIGINAL TRADERS ENERGY LP et al.  
Plaintiffs

-and- GLENN PAGE et al.

Defendants  
Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
TORONTO

**STATEMENT OF CLAIM**

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Lawyers for the Plaintiffs

This is **Exhibit "G"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

OTE USA LLC,  
a Michigan limited liability company,

Plaintiff,

Case No.:

Hon.

v.

**COMPLAINT**

ORIGINAL TRADERS ENERGY LP,  
a Canadian limited partnership,

Defendant.

---

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

**Parties, Jurisdiction, and Venue**

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

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

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

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

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

### **The Parties’ Agreement**

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

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

Agreement and Product Sales Terms are collectively referred to herein as the “Agreement.”<sup>1</sup>

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

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

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

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<sup>1</sup> In light of the confidential designation contained in the Agreement, OTE USA has refrained from attaching a copy to this Complaint.

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

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

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

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

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

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

**Original Traders Defaults on its Payment Obligations**

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

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

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

### **The Segregated Fuel**

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

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

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

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

### **OTE USA's Repeated Demands Payment from Original Traders**

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

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

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

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

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

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

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

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

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

**Count I – Breach of Contract as to the Delivered Fuel**

32. OTE USA incorporates by reference all preceding paragraphs.

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

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

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

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

**Count II – Breach of Contract as to the Segregated Fuel**

37. OTE USA incorporates by reference all preceding paragraphs.

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

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

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

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

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

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

**Count III- Unjust Enrichment as to Delivered Fuel**

44. OTE USA incorporates by reference all preceding paragraphs.

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

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

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

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

- A. That OTE USA be awarded damages from Original Trader in the amount of the Outstanding Balance less the Recovered Amount, plus interest and any incidental and consequential damages, including, but not limited to, any ensuing charges assessed by the third-party carrier holding the Segregated Fuel;
- B. That OTE USA be awarded its costs and reasonable attorney's fees associated with this action pursuant to the Agreement;
- C. That OTE USA be awarded both pre-judgment and post-judgment interest in an amount to be determined; and
- D. That the Court award any other relief that it deems just and proper under the circumstances.

Respectfully submitted,

Dated: January 19, 2023

By: /s/Brian Wassom  
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*Attorneys for Plaintiff*

This is **Exhibit “H”** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. In early 2021, Glenn Page proposed to Miles Hill and myself that Original Traders establish a wholly-owned U.S. subsidiary of Original Traders to facilitate the purchase of bulk fuel on a tax-effective basis. He represented that he had obtained U.S. accounting and legal advice that such an entity could apply for and receive an exemption from paying State and Federal excise taxes on fuel purchases on the basis that all of the fuel would be exported to Canada and not resold in the U.S. Original Traders had previously been paying millions of dollars in U.S. excise taxes each year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. In August 2022, Original Traders received notice from the Ontario Ministry of Finance that no payments or remittances had been made by Original Traders with returns filed for provincial gasoline tax and fuel tax for the period August 1, 2021 to June 30, 2022 and that no returns had been filed for gasoline and fuel tax by Original Traders since July 2021. Original Traders also received notice that Canadian Federal tax on fuel sold had not been remitted. Original Traders is alleged to be liable for more than \$35 million for taxes collected but not remitted to Canadian authorities. These funds are not in the possession of Original Traders or its subsidiaries.

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

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

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

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

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

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

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

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

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

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

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

Executed on March 21, 2023

  
\_\_\_\_\_  
Scott Hill

This is **Exhibit "I"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

## STOCK SUBSCRIPTION AGREEMENT

To: Board of Directors  
OT ENERGY INC.

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

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

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

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

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

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

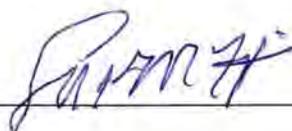
The Company has provided me with an opportunity to carefully review the Articles of Incorporation, Bylaws, and the other books and records of the Company and to ask questions and receive answers concerning the Company and this stock offering.

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

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

SUBSCRIBER:

Effective Date: June 15, 2021

  
\_\_\_\_\_  
Scott Hill

**OT ENERGY INC.**

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

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

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

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

<u>Name</u>	<u>Office</u>
Glenn Page	President
Brian J. Page	Secretary
Nick Capretta	Treasurer

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

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

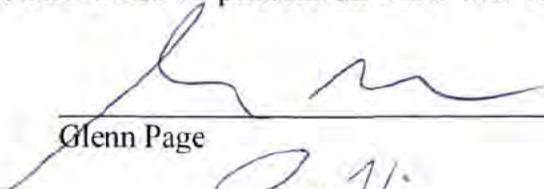
5. **Fiscal Year.** The first fiscal year of the corporation shall terminate on December 31, 2020, and thereafter each fiscal year of the corporation shall commence on January 1 and terminate on December 31 of that year.

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

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

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

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



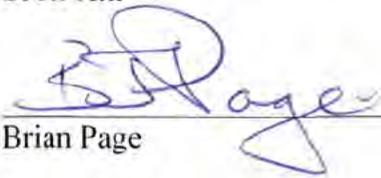
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Glenn Page



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Scott Hill



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Brian Page

# **Exhibit A**

**BYLAWS  
OF  
OT ENERGY INC.**

**ARTICLE I  
OFFICES**

**1.01 Principal Office**

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

**1.02 Other Offices**

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

**ARTICLE II  
SEAL**

**2.01 Seal**

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

**ARTICLE III  
CAPITAL STOCK**

**3.01 Issuance of Shares**

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

**3.02 Certificates for Shares**

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

### 3.03 **Transfer of Shares**

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

### 3.04 **Registered Shareholders**

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

### 3.05 **Lost or Destroyed Certificates**

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

## **ARTICLE IV SHAREHOLDERS AND MEETINGS OF SHAREHOLDERS**

### 4.01 **Place of Meetings**

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

### 4.02 **Annual Meeting**

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

#### 4.03 Special Meetings

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

#### 4.04 Notice of Meetings

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

#### 4.05 Record Dates

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

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

#### 4.06 List of Shareholders

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

#### 4.07 Quorum

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

#### 4.08 Proxies

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

#### 4.09 Business Transacted

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

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

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

#### 4.10 Voting

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

#### 4.11 Participation in Meeting by Remote Communication

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

#### 4.12 Electronic Meeting

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

### ARTICLE V DIRECTORS

#### 5.01 Number

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

### **5.02 Election, Resignation, and Removal**

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

### **5.03 Vacancies**

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

### **5.04 Annual Meeting**

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

### **5.05 Regular and Special Meetings**

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

### **5.06 Notices**

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

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

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

#### **5.07 Electronic Participation in Meeting**

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

#### **5.08 Quorum and Required Vote**

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

#### **5.09 Dissents**

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

### 5.10 Compensation

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

### 5.11 Executive and Other Committees

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

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

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

### 6.01 Notices

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

### 6.02 Waiver of Notice

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

### 6.03 **Action without a Meeting**

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

## **ARTICLE VII OFFICERS**

### 7.01 **Number**

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

### 7.02 **Term of Office, Resignation, and Removal**

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

### 7.03 **Vacancies**

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

#### 7.04 Authority

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

### ARTICLE VIII DUTIES OF OFFICERS

#### 8.01 Chairman of the Board

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

#### 8.02 President

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

#### 8.03 Vice Presidents

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

#### 8.04 Secretary

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

#### 8.05 Treasurer

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

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

#### **8.06 Assistant Secretaries and Treasurers**

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

### **ARTICLE IX SPECIAL CORPORATE ACTS**

#### **9.01 Orders for Payment of Money**

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

#### **9.02 Contracts and Conveyances**

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

### **ARTICLE X BOOKS AND RECORDS**

#### **10.01 Maintenance of Books and Records**

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

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

#### **10.02 Reliance on Books and Records**

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

### **ARTICLE XI AMENDMENTS**

#### **11.01 Amendments**

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

195019.195019 #21295809-1

# **Exhibit B**

Certificate No. XX

For XX Shares of

Common Stock

Issued to

XX

Dated \_\_\_\_\_

\*\*\*

FROM WHOM TRANSFERRED

Dated \_\_\_\_\_

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

Received CERTIFICATE NO. XX  
For XX Shares of Common Stock  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Common Stock



# S P E C I M A N

**OT ENERGY INC.**

Certificate  
\*\* XX \*\*

Shares  
\*\* XX \*\*

INCORPORATED UNDER THE LAWS OF THE STATE OF MICHIGAN

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

**OT ENERGY INC.**

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

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

WITNESS the signatures of its duly authorized officers.

Dated \_\_\_\_\_

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

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

FOR VALUE RECEIVED, \_\_\_\_\_  
hereby sell(s), assign(s), and transfer(s) unto \_\_\_\_\_

\_\_\_\_\_ the shares of the stock represented by this Certificate, and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ or the president, vice president, secretary, or treasurer of the Corporation, with full power of substitution for this purpose, and any such designee or successor, as this shareholder's attorney-in-fact to transfer the these shares on the books of the Corporation and for that purpose to undertake all necessary acts of assignment and transfer of the shares.

Dated \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title or representative capacity, if any)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(Title or representative capacity, if any)

This is **Exhibit “J”** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

**Nick Capretta**

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

Ok .... Will connect with you Monday.

I have already committed to use one particular lawyer as he understands the oil and gas sector.

Glenn Page  
President  
Original Traders Energy LP  
Phone: 519-512-2245  
Cell: 905-334-2008  
[www.originaltradersenergy.com](http://www.originaltradersenergy.com)



---

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

Glenn

meet with you next week

I have ideas as I am set up in the US already and know good people and lawyers

Thanks

Miles

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

Gentlemen

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

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

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

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

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

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

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

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

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

Thanks

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: 905-334-2008

[www.originaltradersenergy.com](http://www.originaltradersenergy.com)



This is **Exhibit “K”** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

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

Please see attached.



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

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September 1, 2023

**VIA EMAIL**

**AIRD & BERLIS LLP**

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

Attention: Steven Graff

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

**BENNETT JONES LLP**

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

Attention: Raj. S. Sahni

**Counsel for the Monitor**

Dear Counsel:

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

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

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

We are not aware of any authorization for Mr. Hills' conduct. To the contrary, paragraph 5 of the Initial Order of Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023 (the "**Initial Order**"), directs Original Traders Energy Ltd., OTE Logistics LP, and Original Traders Energy LP (collectively the "**OTE Group**") to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property.

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

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

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB

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

---

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

Dear Counsel,

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

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



**Raj Sahni**  
**Partner\*, Bennett Jones LLP**  
\*Denotes Professional Corporation

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T. [416 777 4804](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)  
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This is **Exhibit "L"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

September 15, 2023

**BY EMAIL**

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

Attn: Ian White, President Parkland Canada  
[ian.white@parkland.ca](mailto:ian.white@parkland.ca)

Tariq Remtulla, Senior Vice President  
General Counsel  
[tariq.remtulla@parkland.ca](mailto:tariq.remtulla@parkland.ca)

Dear Sirs:

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

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

If the discussions described above have taken place, such conduct by OTE LP and/or its representatives and by Parkland would be in breach of paragraph 5 of the Initial Order made in the Proceedings by Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023, (the “**Initial Order**”), which directs OTE LP, and its general partner Original Traders Energy Ltd., among others, to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property (as defined therein). As such, the conduct would be actionable as an unlawful conspiracy.

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

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

- (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
- (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
- (c) ensure that relevant documents remain accessible.

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

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

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB

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

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

This is **Exhibit "M"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

---

A Commissioner for Taking Affidavits

September 15, 2023

**BY EMAIL**

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

Attn: Geoff Joseph – President  
[gjoseph@josephhaulage.com](mailto:gjoseph@josephhaulage.com)

Dear Sirs:

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

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

If the discussions or transactions described above have taken place, such conduct by Logistics LP and/or its representatives and by JHCC would be in breach of paragraph 5 the Initial Order made in the CCAA Proceedings by Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023, (the “**Initial Order**”), which directs Logistics LP and its general partner, among others, to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property (as defined therein). As such, the conduct would be actionable as an unlawful conspiracy.

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

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

- (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
- (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
- (c) ensure that relevant documents remain accessible.

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

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

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino  
MS:JB

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

This is **Exhibit "N"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

---

A Commissioner for Taking Affidavits

September 21, 2023

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

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

**Attention: Massimo (Max) Starnino**

Dear Mr. Starnino:

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

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

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

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

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

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

Yours truly,  
**Dentons Canada LLP**



Michael Beeforth  
Partner

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

This is **Exhibit "O"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

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A Commissioner for Taking Affidavits

**Brian Page**

---

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

Good Afternoon Guys

Attached are the payment files setup to move from the Logistics RBC account direct to the Accounts of the Vendors with Invoices due.

Given that the profiles in RBC for Glenn and myself have been deleted I will leave the approval of the ACH's and Bill Payments to you.

Any questions please contact Glenn or myself.

Brian

Sent from my iPhone

Begin forwarded message:

**From:** Kim Fredericks <Kim@gen7fuel.com>  
**Date:** July 29, 2022 at 1:51:16 PM EDT  
**To:** Brian Page <brian.page@otelogistics.ca>  
**Cc:** Glenn Page <Glenn@gpmcholdings.ca>  
**Subject:** OTE - ACH's

Hi Brian/Glenn,

The OTE payables are now set up in RBC for your approval, please note there is one bill pay (Important WSIB) and one manual Chq for Deluxe.

**Brian:** I have left two chq's on your desk for signature, they are al ready to go in the mail if you can please give them to Julie when you are done as I'm away next week on Holidays.

Back up is attached.

Thank you,

**Kim Frederiks**  
Accounting Supervisor

Direct: 289-812-4537  
Main: 289-812-4537 ext.108  
Fax: 289-294-0527

**Gen7 Fuel**  
[gen7fuel.com](http://gen7fuel.com)

**Payment File Content**

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

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

[Printer Friendly Version](#)      [Export](#)

**Status: Valid**

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

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**Payment File Content**

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

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

[Printer Friendly Version](#)      [Export](#)

Status: **Valid**

Customer Number	Customer Name	Destination Currency	Payment Number	Amount	Details
JUSTIN MOSES	Justin Moses	CAD	01	157.49	<a href="#">View Details</a>
Number of Payments: <b>1</b>			Total:	<b>157.49</b>	

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

### Bill Payments - Pay a Bill

Bill Payment successfully created, pending approval.

Fields marked as "\*" are Required Fields

[View cut-off time schedule](#)

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

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

\* Amount :

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

Continue      Reset

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

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

Feedback

**Brian Page**

---

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

Attached please find the May and June 2022 F/S for Logistics.

Changes and oversight (despite the political and personal issues) have led to improved business performance and bottom line results.

Just to go over some areas:

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

Year to date profit has improved from a **\$36,000 loss** to April 30<sup>th</sup> to an **\$895,000 profit** to June 30<sup>th</sup>. I expect July 2022 profits to be in line with or better than May 2022 results.

Please reach out to me if you require any additional detail on these Financial Statements.

I am certainly aware of the various issues at play in the current circumstances, however I have a fiduciary obligation to report the results and canvass the Partners to determine if a Dividend is warranted.

Regards,

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



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

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

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

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

**Brian Page**

---

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

Miles/Scott

On Tuesday August 2<sup>nd</sup> approximately \$77,394.92 in Payments for Equipment such as Tractors, Pumper Units and Tankers were to be debited from the RBC Bank Account for Logistics.

Yesterday, a payment of \$44,196.15 to keep the company's Insurance in good standing was to be debited from the RBC Bank Account for Logistics.

Please confirm if these debits came out as I am just starting to receive emails and a phone call from one Lender (Canadian Western Bank) who is claiming their PAD was rejected.

Obviously we do not want to see this escalate to the point where a Bailiff is engaged to take possession of certain equipment but it is a possibility if payments are not restored.

Also if our Insurance is cancelled we cannot operate on Ontario roads.

There would have been more than \$1,000,000 in the Bank as of Tuesday August 2<sup>nd</sup> based on my calculations.

Please confirm if these amounts came out of our account.

Thank you,

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



**Brian Page**

---

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

Good Morning Scott,

Attached please find the outstanding AP Listing for the Logistics Business.

I am beginning to receive calls from Vendors and Lenders regarding payment arrangements for these outstanding Invoices.

I trust you will be making arrangements for payment, as neither Glenn nor I have access to the Bank Account at RBC.

Regards,

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



Company Name: DTE Logistic LP  
 Report Name: Supplier Aging Report (CAD - Exchange As Of 07/27/2022)  
 As of Date: 07/27/2022  
 Created On: 07/27/2022  
 Location: PO10--OTE Logistic LP

Based on: Bill Date  
 Vendor ID: V00129  
 Vendor Name: Alliance Fleet Solutions Inc.  
 11222074 Canada Ltd

As of Date: 07/27/2022

Bill	Bill Date	Due Date	Txn Currency	Txn amount	Days aged	0-30	31-60	61-90	91-	Total
SH 2020-10T	01/01/2021	01/01/2021	CAD	3,000.00	572	0	0	0	3,000.00	3,000.00
SH 2020-11T	01/01/2021	01/01/2021	CAD	6,000.00	572	0	0	0	6,000.00	6,000.00
SH 2020-12T	01/01/2021	01/01/2021	CAD	6,000.00	572	0	0	0	6,000.00	6,000.00
<b>Total for V00129</b>				<b>1,261.71</b>	<b>34</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>15,000.00</b>	<b>15,000.00</b>

Vendor ID	Vendor Name	0-30	31-60	61-90	91-	Total
V00131	Alliance Fleet Solutions Inc.	0	1,261.71	0	0	1,261.71
<b>Total for V00131</b>		<b>0.00</b>	<b>1,261.71</b>	<b>0.00</b>	<b>0.00</b>	<b>1,261.71</b>

Bill	Bill Date	Due Date	Txn Currency	Txn amount	Days aged	0-30	31-60	61-90	91-	Total
669	04/27/2022	05/27/2022	CAD	763	91	0	0	0	763	763
670	04/27/2022	05/27/2022	CAD	775	91	0	0	0	775	775
665	04/28/2022	05/28/2022	CAD	563.94	90	0	0	563.94	0	563.94
668	04/29/2022	05/29/2022	CAD	1,080.00	89	0	0	1,080.00	0	1,080.00
671	05/03/2022	06/02/2022	CAD	990.73	85	0	0	990.73	0	990.73
673	05/03/2022	06/02/2022	CAD	36	85	0	0	36	0	36
677	05/05/2022	06/04/2022	CAD	704.98	83	0	0	704.98	0	704.98
679	06/06/2022	07/06/2022	CAD	486.83	51	0	486.83	0	0	486.83
688	06/09/2022	07/09/2022	CAD	1,439.00	48	0	1,439.00	0	0	1,439.00
692	06/15/2022	07/15/2022	CAD	1,022.00	42	0	1,022.00	0	0	1,022.00
693	06/20/2022	07/20/2022	CAD	135	37	0	135	0	0	135
706	07/14/2022	08/05/2022	CAD	431.84	21	431.84	0	0	0	431.84
709	07/13/2022	08/12/2022	CAD	1,055.96	14	1,055.96	0	0	0	1,055.96
710	07/13/2022	08/12/2022	CAD	308.84	14	308.84	0	0	0	308.84
713	07/18/2022	08/17/2022	CAD	221	9	221	0	0	0	221
716	07/20/2022	08/19/2022	CAD	70	7	70	0	0	0	70
719	07/26/2022	08/24/2022	CAD	370.2	5	370.2	0	0	0	370.2
720	07/25/2022	08/24/2022	CAD	74.77	2	74.77	0	0	0	74.77
722	07/26/2022	08/25/2022	CAD	1,077.09	1	1,077.09	0	0	0	1,077.09
721	07/26/2022	08/25/2022	CAD	75	1	75	0	0	0	75
<b>Total for V00135</b>				<b>3,684.70</b>		<b>3,684.70</b>	<b>3,375.65</b>	<b>1,538.00</b>	<b>0</b>	<b>12,243.18</b>

Vendor ID	Vendor Name	0-30	31-60	61-90	91-	Total
V00133	Brian Page	0	0	0	0	0
<b>Total for V00133</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Bill	Bill Date	Due Date	Txn Currency	Txn amount	Days aged	0-30	31-60	61-90	91-	Total
SH 2020-9	01/01/2021	01/01/2021	CAD	9,000.00	572	0	0	0	9,000.00	9,000.00
Debit	01/01/2021	01/01/2021	CAD	-5,000.00	572	0	0	-5,000.00	0	-5,000.00
22-Feb	02/28/2022	03/30/2022	CAD	12,000.00	149	0	0	0	12,000.00	12,000.00
22-Mar	03/31/2022	04/30/2022	CAD	12,000.00	118	0	0	0	12,000.00	12,000.00
22-Apr	04/30/2022	05/30/2022	CAD	12,000.00	88	0	0	12,000.00	0	12,000.00
	05/31/2022	06/30/2022	CAD	12,000.00	57	0	12,000.00	0	0	12,000.00
	06/30/2022	07/30/2022	CAD	12,000.00	27	12,000.00	0	0	0	12,000.00
<b>Total for V00136</b>				<b>12,000.00</b>		<b>12,000.00</b>	<b>12,000.00</b>	<b>28,000.00</b>	<b>0</b>	<b>64,000.00</b>

Vendor ID	Vendor Name	0-30	31-60	61-90	91-	Total
V00136	Canada Clean Fuels	0	3,616.86	0	0	3,616.86
IN303859		0	1,171.60	0	0	1,171.60
IN304081		0	1,053.08	0	0	1,053.08
IN304080		0	5,229.14	0	0	5,229.14
IN3051741		0	1,817.24	0	0	1,817.24
INVO00006485		0	1,200.00	0	0	1,200.00
IN304082		0	673.56	0	0	673.56
IN305173		0	1,173.60	0	0	1,173.60
IN305038		0	1,173.70	0	0	1,173.70
IN305039		0	5,266.41	0	0	5,266.41
IN305172		0	4,256.30	0	0	4,256.30
IN305040		0	1,810.94	0	0	1,810.94



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



<b>Total for V00143</b>											<b>7,500.00</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>156,506.41</b>	<b>7,500.00</b>						
<b>V00004</b>											<b>7,900.00</b>	<b>7,900.00</b>	<b>7,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total for V00004</b>											<b>7,900.00</b>	<b>7,900.00</b>	<b>7,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>V00146</b>											<b>993.07</b>	<b>993.07</b>	<b>993.07</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
SA315397											993.07	993.07	993.07	0	0	0	0	0	0	0	0
SA315276											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315452											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315453											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315468											993.07	993.07	993.07	0	0	0	0	0	0	0	0
SA315546											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315467											993.07	993.07	993.07	0	0	0	0	0	0	0	0
SA315547											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315663											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315549											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315664											1,303.50	1,303.50	1,303.50	0	0	0	0	0	0	0	0
SA315548											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315668											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315768											993.07	993.07	993.07	0	0	0	0	0	0	0	0
SA315767											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315667											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315858											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315872											323.98	323.98	323.98	0	0	0	0	0	0	0	0
SA315857											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA315859											752.17	752.17	752.17	0	0	0	0	0	0	0	0
SA315958											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315970											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315969											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA315856											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA316050											323.98	323.98	323.98	0	0	0	0	0	0	0	0
SA315970											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA316062											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA316063											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA316101											323.98	323.98	323.98	0	0	0	0	0	0	0	0
SA316064											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA316114											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA316116											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA316115											893.77	893.77	893.77	0	0	0	0	0	0	0	0
SA316208											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA316211											1,718.50	1,718.50	1,718.50	0	0	0	0	0	0	0	0
SA316336											323.98	323.98	323.98	0	0	0	0	0	0	0	0
SA316210											896.07	896.07	896.07	0	0	0	0	0	0	0	0
SA316347											896.07	896.07	896.07	0	0	0	0	0	0	0	0
SA316349											896.07	896.07	896.07	0	0	0	0	0	0	0	0
SA316350											896.07	896.07	896.07	0	0	0	0	0	0	0	0
SA316351											896.07	896.07	896.07	0	0	0	0	0	0	0	0

Total for V00143

V00004

Total for V00004

V00146

GPMC Management

Harold Marcus Limited

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

SA317507	07/25/2022	07/22/2022	08/21/2022	CAD	324.81	5	324.81	0	0	0	324.81
SA317485	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	896.07
SA317484	07/25/2022	07/22/2022	08/21/2022	CAD	896.07	5	896.07	0	0	0	896.07
SA317578	07/27/2022	07/25/2022	08/24/2022	CAD	1,722.92	2	1,722.92	0	0	0	1,722.92
SA317615	07/27/2022	07/25/2022	08/24/2022	CAD	324.81	2	324.81	0	0	0	324.81
SA317579	07/27/2022	07/25/2022	08/24/2022	CAD	1,722.92	2	1,722.92	0	0	0	1,722.92
SA317616	07/27/2022	07/25/2022	08/24/2022	CAD	324.81	2	324.81	0	0	0	324.81
<b>Total for V00146</b>					<b>103,634.26</b>		<b>15,556.52</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>119,190.78</b>
V00148	Hydra-Force Power Washing Inc.	07/08/2022	07/29/2022	CAD	241.5	28	241.5	0	0	0	241.5
		07/19/2022	08/13/2022	CAD	543.5	13	543.5	0	0	0	543.5
<b>Total for V00148</b>					<b>785.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>785.00</b>
V00151	J & L Tires	07/21/2022	07/04/2022	CAD	140	23	140	0	0	0	140
		07/21/2022	07/07/2022	CAD	140	20	140	0	0	0	140
		07/21/2022	07/13/2022	CAD	1,900.00	14	1,900.00	0	0	0	1,900.00
		07/21/2022	07/13/2022	CAD	1,900.00	14	1,900.00	0	0	0	1,900.00
		07/21/2022	07/13/2022	CAD	1,880.00	14	1,880.00	0	0	0	1,880.00
		07/21/2022	07/15/2022	CAD	140	12	140	0	0	0	140
<b>Total for V00151</b>					<b>6,100.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,100.00</b>
V00152	Joseph Haulage Canada Corp.	06/22/2022	06/22/2022	CAD	5,721.53	35	5,721.53	0	0	0	5,721.53
		06/23/2022	07/23/2022	CAD	9,027.15	34	9,027.15	0	0	0	9,027.15
		06/23/2022	07/23/2022	CAD	12,683.01	34	12,683.01	0	0	0	12,683.01
		06/23/2022	07/23/2022	CAD	787.5	34	787.5	0	0	0	787.5
		06/23/2022	07/23/2022	CAD	3,613.55	34	3,613.55	0	0	0	3,613.55
		06/24/2022	07/24/2022	CAD	1,888.43	33	1,888.43	0	0	0	1,888.43
		06/24/2022	07/24/2022	CAD	787.5	33	787.5	0	0	0	787.5
		07/11/2022	07/25/2022	CAD	1,812.29	32	1,812.29	0	0	0	1,812.29
		07/11/2022	07/25/2022	CAD	1,832.40	32	1,832.40	0	0	0	1,832.40
		07/13/2022	07/25/2022	CAD	3,623.23	32	3,623.23	0	0	0	3,623.23
		06/26/2022	07/26/2022	CAD	1,814.43	32	1,814.43	0	0	0	1,814.43
		06/27/2022	07/27/2022	CAD	2,317.19	31	2,317.19	0	0	0	2,317.19
		06/27/2022	07/27/2022	CAD	16,347.11	30	16,347.11	0	0	0	16,347.11
		06/27/2022	07/27/2022	CAD	15,176.04	30	15,176.04	0	0	0	15,176.04
		06/27/2022	07/27/2022	CAD	5,413.33	30	5,413.33	0	0	0	5,413.33
		06/27/2022	07/27/2022	CAD	1,801.80	30	1,801.80	0	0	0	1,801.80
		06/28/2022	07/28/2022	CAD	787.5	29	787.5	0	0	0	787.5
		06/28/2022	07/28/2022	CAD	5,614.24	29	5,614.24	0	0	0	5,614.24
		06/29/2022	07/29/2022	CAD	16,326.15	28	16,326.15	0	0	0	16,326.15
		06/29/2022	07/29/2022	CAD	1,907.69	28	1,907.69	0	0	0	1,907.69
		06/29/2022	07/29/2022	CAD	1,953.25	28	1,953.25	0	0	0	1,953.25
		06/29/2022	07/29/2022	CAD	718.99	28	718.99	0	0	0	718.99
		06/29/2022	07/29/2022	CAD	7,225.00	28	7,225.00	0	0	0	7,225.00
		06/29/2022	07/29/2022	CAD	1,437.98	28	1,437.98	0	0	0	1,437.98
		06/30/2022	07/30/2022	CAD	5,478.12	27	5,478.12	0	0	0	5,478.12
		06/30/2022	07/30/2022	CAD	1,827.00	27	1,827.00	0	0	0	1,827.00
		07/01/2022	07/31/2022	CAD	3,626.11	26	3,626.11	0	0	0	3,626.11
		07/01/2022	07/31/2022	CAD	3,567.40	26	3,567.40	0	0	0	3,567.40
		07/01/2022	07/31/2022	CAD	3,761.10	26	3,761.10	0	0	0	3,761.10
		07/02/2022	08/01/2022	CAD	3,513.68	25	3,513.68	0	0	0	3,513.68
		07/02/2022	08/01/2022	CAD	5,744.51	25	5,744.51	0	0	0	5,744.51
		07/05/2022	08/04/2022	CAD	14,157.31	22	14,157.31	0	0	0	14,157.31
		07/06/2022	08/05/2022	CAD	2,344.58	21	2,344.58	0	0	0	2,344.58
		07/07/2022	08/06/2022	CAD	24,585.11	20	24,585.11	0	0	0	24,585.11
		07/07/2022	08/06/2022	CAD	16,597.76	20	16,597.76	0	0	0	16,597.76
		07/07/2022	08/06/2022	CAD	8,743.61	20	8,743.61	0	0	0	8,743.61
		07/15/2022	08/06/2022	CAO	1,576.56	20	1,576.56	0	0	0	1,576.56
		07/15/2022	08/07/2022	CAD	1,909.38	19	1,909.38	0	0	0	1,909.38

Total for V00146

Total for V00148

Total for V00151



	5261707	07/23/2022	07/23/2022	08/21/2022	CAD	660	5	660	0	0	0	660
<b>Total for V00169</b>						<b>3,620.32</b>		<b>3,620.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,620.32</b>
V00235	RB Leasing	06/26/2022	06/26/2022	06/26/2022	CAD	2,571.59	31	2,571.59	0	0	0	2,571.59
<b>Total for V00235</b>		07/26/2022	07/26/2022	07/26/2022	CAD	<b>2,571.59</b>	<b>1</b>	<b>2,571.59</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,571.59</b>
V00171	Reid Bros. Truck Service Inc.	06/27/2022	06/27/2022	07/26/2022	CAD	37.8	31	37.8	0	0	0	37.8
34240		06/27/2022	06/27/2022	07/27/2022	CAD	3,083.33	30	3,083.33	0	0	0	3,083.33
34360		07/18/2022	07/18/2022	08/17/2022	CAD	7,231.54	9	7,231.54	0	0	0	7,231.54
34361		07/19/2022	07/19/2022	08/18/2022	CAD	623.81	8	623.81	0	0	0	623.81
34508		07/19/2022	07/19/2022	08/18/2022	CAD	509.66	8	509.66	0	0	0	509.66
34501		07/19/2022	07/19/2022	08/18/2022	CAD	37.8	8	37.8	0	0	0	37.8
34499		07/19/2022	07/19/2022	08/18/2022	CAD	63	8	63	0	0	0	63
34497		07/19/2022	07/19/2022	08/18/2022	CAD	273.17	8	273.17	0	0	0	273.17
34371		07/19/2022	07/19/2022	08/18/2022	CAD	609.06	8	609.06	0	0	0	609.06
34608		07/21/2022	07/21/2022	08/20/2022	CAD	621.39	6	621.39	0	0	0	621.39
34672		07/25/2022	07/25/2022	08/24/2022	CAD	494.59	2	494.59	0	0	0	494.59
<b>Total for V00171</b>						<b>13,547.45</b>		<b>37.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,585.25</b>
V00174	Rush Truck Centres	07/14/2022	07/14/2022	06/23/2022	CAD	117.26	64	0	0	117.26	0	117.26
65206SU		07/14/2022	07/14/2022	06/24/2022	CAD	0.01	63	0	0	0.01	0	0.01
CM65206SU		07/14/2022	07/14/2022	06/24/2022	CAD	-122.91	63	0	-122.91	0	0	-122.91
66111SU		06/14/2022	06/14/2022	07/14/2022	CAD	162.23	43	0	162.23	0	0	162.23
66293SU		06/18/2022	06/18/2022	07/18/2022	CAD	194.12	39	0	194.12	0	0	194.12
66304SU		06/20/2022	06/20/2022	07/20/2022	CAD	1,264.41	37	0	1,264.41	0	0	1,264.41
460112		06/20/2022	06/20/2022	07/20/2022	CAD	1,794.05	37	0	1,794.05	0	0	1,794.05
460158		06/21/2022	06/21/2022	07/21/2022	CAD	696.28	36	0	696.28	0	0	696.28
66507SU		06/24/2022	06/24/2022	07/24/2022	CAD	122.91	33	0	122.91	0	0	122.91
66513SU		06/24/2022	06/24/2022	07/24/2022	CAD	15.23	33	0	15.23	0	0	15.23
SUR109713		06/29/2022	06/29/2022	06/29/2022	CAD	8,234.35	28	8,234.35	0	0	0	8,234.35
66731SU		06/29/2022	06/29/2022	07/29/2022	CAD	1,264.41	28	1,264.41	0	0	0	1,264.41
460434		07/14/2022	07/14/2022	08/13/2022	CAD	97.58	13	97.58	0	0	0	97.58
<b>Total for V00174</b>						<b>9,596.34</b>		<b>4,249.23</b>	<b>-5.64</b>	<b>0.00</b>	<b>0.00</b>	<b>13,839.93</b>
V00178	Technical Standards and Safety Authority	07/11/2022	07/11/2022	07/10/2022	CAD	190	17	190	0	0	0	190
<b>Total for V00178</b>		07/11/2022	07/11/2022	07/10/2022	CAD	<b>190</b>	<b>17</b>	<b>190</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>190</b>
V00210	Trans Tank Systems	07/25/2022	07/25/2022	06/30/2022	CAD	732.03	27	732.03	0	0	0	732.03
<b>Total for V00210</b>		07/25/2022	07/25/2022	07/11/2022	CAD	<b>138.43</b>	<b>16</b>	<b>138.43</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>138.43</b>
V00182	Transcourt	06/15/2022	06/15/2022	06/15/2022	CAD	3,517.49	42	3,517.49	0	0	0	3,517.49
<b>Total for V00182</b>		07/15/2022	07/15/2022	07/15/2022	CAD	<b>3,517.49</b>	<b>12</b>	<b>3,517.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,517.49</b>
V00184	UPL Energy FS	07/19/2022	07/19/2022	08/18/2022	CAD	370.63	8	370.63	0	0	0	370.63
<b>Total for V00184</b>		07/26/2022	07/26/2022	08/20/2022	CAD	<b>559.56</b>	<b>6</b>	<b>559.56</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>559.56</b>
V00185	Upper Canada Carriers	07/14/2022	07/14/2022	07/14/2022	CAD	2,796.58	13	2,796.58	0	0	0	2,796.58
<b>Total for V00185</b>						<b>2,796.58</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,796.58</b>
V00190	Westcan Transport LP	07/20/2022	07/20/2022	07/13/2022	CAD	250.86	44	0	250.86	0	0	250.86
359077		06/25/2022	06/25/2022	07/25/2022	CAD	980.3	32	0	980.3	0	0	980.3
359446		07/01/2022	07/01/2022	07/31/2022	CAD	10,565.43	26	10,565.43	0	0	0	10,565.43
359447		07/01/2022	07/01/2022	07/31/2022	CAD	6,589.80	26	6,589.80	0	0	0	6,589.80

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

**Brian Page**

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

Good Afternoon Scott,

I have been contacted by the CWB – National Leasing regarding a missed Equipment payment.

Attached is the Contract.

Please contact Denisha at 204-259-7927 referencing case# 50798193 to arrange for payment or surrender of the unit.

Regards,

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



**Brian Page**

---

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

Good Afternoon,

Attached please find the July and three month results for the Logistics Business.

Year to date profit is currently \$2,000,452.24

Revenue improved June to July due to 5 Billing Periods in July vs. June.

Purchased Transportation was down slightly, however we saw large increases in Truck Maintenance and Trailer Maintenance costs.

Driver wages were down slightly, but based on the number of empty or not used trucks sitting in the yards, there appears to be a shortage of drivers.

I will continue to generate the billing for the Logistics Business, however a decision needs to be made on who will be compiling the books and records of

the business given lack of payment to our previous accounting provider and their unwillingness to continue performing the function.

I will await your comments and input and would be happy to respond to any questions.

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



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

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

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

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

**Brian Page**

---

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

Good Morning Scott,

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

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

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

Regards,

*Brian J. Page*

President

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193

**OTE**  
**LOGISTICS**

# 11222074 Canada Ltd.

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

Invoice No. G752

## INVOICE

<b>Customer</b>		Date	2022-07-26
Name	Gen7 Fuel Management	Order No.	
Address	3-1110 Highway 54	Rep	
City	Caledonia	State	ON
		ZIP	N3W 2G9
Phone		FOB	

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

**Payment Details**

Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only:

Thank you!

# 11222074 Canada Ltd.

Invoice No. G753

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

## INVOICE

**Customer**

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

Date 2022-08-02  
 Order No. \_\_\_\_\_  
 Rep. \_\_\_\_\_  
 FOB \_\_\_\_\_

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

**Payment Details**

Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only

Thank you!

# 11222074 Canada Ltd.

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

Invoice No. G754

## INVOICE

**Customer**

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

Date 2022-08-09  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 07/24/22 to 07/30/22	\$5,000.00	\$5,000.00
<b><u>Cheque to be made Payable to 11222074 Canada Ltd.</u></b>			
	Professional Fees		
		SubTotal	\$5,000.00
		Shipping & Handling	\$0.00
		Taxes PST	\$0.00
		GST	\$0.00
		<b>TOTAL</b>	<b>\$5,000.00</b>

**Payment Details**

Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

Thank you!

# 1122074 Canada Ltd.

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

Invoice No. G755

## INVOICE

**Customer**

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

Date 2022-08-16  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 07/31/22 to 08/06/22	\$5,000.00	\$5,000.00
<b><u>Cheque to be made Payable to 1122074 Canada Ltd.</u></b>			
Professional Fees			
SubTotal			\$5,000.00
Shipping & Handling			\$0.00
Taxes PST			\$0.00
GST			\$0.00
<b>TOTAL</b>			<b>\$5,000.00</b>

**Payment Details**

Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal		\$5,000.00
Shipping & Handling		\$0.00
Taxes PST		\$0.00
GST		\$0.00
<b>TOTAL</b>		<b>\$5,000.00</b>

Office Use Only

Thank you!

# 11222074 Canada Ltd.

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

Invoice No. G756

## INVOICE

**Customer**

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

Date 2022-08-17  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

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

**Payment Details**

Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only

Thank you!

**Brian Page**

---

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

Good Morning Scott,

Yesterday, I was going to input the Weekly Billing for OTE Logistics and send those bills for each Cost Centre (Blending Centre) to Sandra.

Unfortunately I seem to have lost access to the GVM which provides the data for the weekly revenue billing for OTE Logistics.

I will need the following to continue billing revenue for Logistics:

Six Nations – Total Litres from August 15<sup>th</sup> to 21<sup>st</sup>

Tyendinaga – Total Litres from August 15<sup>th</sup> to 21<sup>st</sup> Plus Litres for Five Nations Pump Off from August 15<sup>th</sup> to 21<sup>st</sup>

Whitefish – Total Litres from August 15<sup>th</sup> to 21<sup>st</sup> Plus Litres for Broken Canoe and French River Pump Off from August 15<sup>th</sup> to 21<sup>st</sup>

I would be happy to pull this information myself if I had access.

I trust you are in agreement that we need to maintain the financial recordkeeping as the business continues to operate.

Thanks and hope you are doing well,

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



**Brian Page**

---

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

Good Afternoon Scott,

I was contacted today by the Insurance Broker who covers the Liability and Pollution Insurance protection for all 3 Blending Sites.

Three months ago I was tasked with rolling all of our OTE Insurance coverages into one coverage package for both Liability and Pollution.

At the time we were "under Insured" for both coverages as we were only running \$5M coverages in an environment where a number of claims (especially for Pollution) were coming in above \$5M.

There was a concern that if a claim came in above the \$5M that the Business would be exposed and the Partner's at OTE could be exposed as well.

The Premium for this Insurance was \$339,689.00 and was financed over 12 Months.

The initial Down Payment was returned from The RBC showing "Account Frozen".

Attached is the Payment Schedule and Coverage Details.

Let me know if I can be of any further assistance.

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



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

### Account Opening Statement

Agent or Broker submitting Agreement (Name and Address)  STONERIDGE INSURANCE BROKERS - ANCASTER 1336 SANDHILL DRIVE SUITE 3 ANCASTER, ON L9G 4V5	Insured (Name and Address)  ORIGINAL TRADERS ENERGY (TYENDINGAGA) LP 1110 HWY 54, UNIT 3 CALEDONIA, ON N3W 2G9
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### Withdrawal details as of 27-Jul-2022

**Date account will be debited**

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

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

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

### Installment Schedule

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

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

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

### Notice of assignment and acceptance (Broker/Agent)

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

Date of notice and acceptance 27-Jul-2022	Anticipated funding release date 12-Aug-2022	First payment due 13-Aug-2022	Day of month payments are due 13th	Number and frequency of installments 10 Monthly			
Total Premiums	- Down Payment	= Principal balance	+ Finance Charge	= Balance Due	Amount of Installment	Application Fee	Flat rate*
\$339,689.00	\$57,747.13	\$281,941.87	\$13,069.93	\$295,011.80	\$29,501.18	\$0.00	3.85%

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

### Description of Policy(ies)

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

(Policies continued on next page.)

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

### To the Agent or Broker

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

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

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

### Funding release contingencies

Release of funds on date specified is contingent upon:

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

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

### Payment release procedure

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

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

### Notice of assignment and acceptance (Broker/Agent)

#### Description of policy(ies)

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

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

#### Installment Schedule

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

Please note that credit card payments are subject to a 2.97%% System Access Fee. Changes to your Insured's amount owing will result in changes to the System Access Fee.



## **Starr Insurance & Reinsurance Limited**

Toronto, Canada  
200 King St W Suite 1200, Toronto, ON., M5H 3T4

### **Starr Insurance & Reinsurance Limited Liability Program Claim Reporting Guidelines**

**For Notice of Claims Inquiries please Contact the following:**

**Claims E-mail:** [CanadaClaims@Starrcompanies.com](mailto:CanadaClaims@Starrcompanies.com)  
**24 Hour claims reporting call service:** (866) 251-1374

Our preferred method of reporting is by email but Loss Notices may be submitted via certified mail or faxed. If immediate attention is needed, e-mailing or faxing the Loss Notice and/or Claim or Litigation information is strongly recommended. If you have a claim related question and need to contact Sedgwick by telephone, please do so at (866) 251-1374.

**Consult Your Policy for Loss Reporting Requirements**

Your policy states when to report a loss and details the information to be submitted with a First Notice of Loss. This is often found in the General Conditions section, although it may be changed by an endorsement. Additionally, the following information/documentation will always be helpful in assisting us with our evaluation.

- Citing Starr Insurance & Reinsurance Limited; or claim number, in all correspondence.
- Providing a copy of any suit, demand for arbitration or mediation, a governmental agency notice, claim letter or any similar notice.
- Sending a copy of any internal reports related to the loss.
- Forwarding copies of status reports prepared by your defense counsel and/or your claim handler, if the case has been pending for a period of time.

Our claim's administrator will always acknowledge each First Notice of Loss, initiate contact to open lines of communication, and will request any additional information that may be needed. Our formal claims acknowledgment will identify the person responsible for handling your reported Claim, and their specific contact information.

If you have questions or would like to discuss a specific loss with one of our Claims Team members, please feel free to contact us. Thank you.



## Starr Insurance & Reinsurance Limited

Toronto, Canada  
200 King St W Suite 1200, Toronto, ON., M5H 3T4

### EXCESS BINDER

Date: July 22, 2022

Producer: Stoneridge Insurance Brokers  
Address: 130 Clarence Street, Brantford, ON N3T 2V5  
Contact: Avi Singh  
Tel: 416-936-6171  
Email: [asingh@stoneridgeinsurance.ca](mailto:asingh@stoneridgeinsurance.ca)

### Re: Original Traders Energy LP

Dear: Avi Singh,

We are pleased to advise that coverage is **BOUND** for the captioned account according to the following terms.

\*\*The terms and conditions of this indication may differ materially from those requested in your submission.  
Please read the policy form and endorsements carefully.\*\*

<b>INSURED'S NAME:</b>	Original Traders Energy LP
<b>INSURED'S ADDRESS:</b>	1110 Highway 54, Suite 3, Caledonia, ON N3W 2G9
<b>POLICY PERIOD:</b>	From: July 13, 2022 To: July 13, 2023
<b>RETROACTIVE DATE:</b>	N/A
<b>CARRIER:</b>	Starr Insurance and Reinsurance Limited 200 King Street West, Suite 1200, Toronto, ON MH5 3T4
<b>COVERAGE FORM:</b>	Excess Follow Form Liability - Occurrence XS-100 (10/08)
<b>ATTACHMENTS:</b>	Forms and Endorsements attached to the policy form may broaden or restrict coverage. Please read the policy form and endorsements carefully.
<b>POLICY NUMBER:</b>	<b>1000011902221</b>
<b>RENEWAL OF:</b>	<b>1000011902211</b>

**THE FOLLOWING EXCLUSIONS PERTAIN TO ALL SECTIONS AND ARE COMMON TO ALL  
COVERAGE PARTS:**

Excluding: Nuclear, War, Mold Fungi, Spores, Employee Related Practices, Asbestos,  
Lead, Securities & Financial Interests, Silica, Pollution, Terrorism

(Sixty) 60 Day notice of Cancellation

(Ninety) 90 Day notice of automatic acquisition clause

Territory Canada & the United States of America (including it's territories and possessions) - Follow Form

**LIMIT OF LIABILITY:**

Each Occurrence Limit	\$5,000,000	Any One Claim
General Aggregate Limit	\$5,000,000	Where Applicable

**ENDORSEMENTS:**

Customer Advisory - SIRL (XS END 003/2017)

Common Policy Conditions - SIRL (XS END 004/2017)

Schedule of Underlying Insurance - SIRL (XS END 002/2017)

Standard Excess Auto Policy - SPF #7 - SIRL (XS END 072/2017)

Economic Sanctions - SIRL (XS END 027/2017)

AB/BC Statutory Conditions (if applicable) - SIRL (XS END 005/2017)

Access or Disclosure of Confidential or Personal Information and Data-Related Liability Exclusion - SIRL (XS  
END 007/2017)

Distribution of Materials in Violation of Statutes Exclusion - SIRL (XS END 024/2017)

War Exclusion - SIRL (XS END 082-2017)

Exclusion of Terrorism - SIRL (XS END 029-2017)

Anti-Stacking Endorsement - SIRL (XS END 013/2017)

Sub-Limited Coverage Exclusion - SIRL (XS END 073/2017)

Total Pollution Exclusion - SIRL (XS END 077-2017)

Methyl Tert-Buthyl Ether (MBTE) Exclusion

Failure to Supply Exclusion - SIRL (XS END 033-2017)

**FOLLOWED POLICY:**

Company:	Sovereign Insurance	
Coverage:	CGL	
Policy Number:	TBD	
Policy Period:	From: July 13, 2022 To: July 13, 2023	
Policy Limits:	\$5,000,000	Per Occurrence
	\$5,000,000	Products Aggregate
	\$5,000,000	General Aggregate

**ATTACHMENT POINT:**

Excess of:	\$5,000,000	Any One Claim
	\$5,000,000	Annual Aggregate Wherein the Underlying

**ADDITIONAL UNDERLYING:**

Company:	Sovereign Insurance	
Coverage:	CGL (Naughton Ontario location)	
Policy Number:	TBD	
Policy Period:	From: January 21, 2022	To: January 21, 2023
Policy Limits:	\$5,000,000	Per Occurrence
	\$5,000,000	General Aggregate
	\$5,000,000	Products Aggregate

Company:	Sovereign Insurance	
Coverage:	CGL	
Policy Number:	79848400	
Policy Period:	From: July 13, 2022	To: July 13, 2023
Policy Limits:	\$5,000,000	Per Occurrence
	\$5,000,000	General Aggregate
	\$5,000,000	Products Aggregate

**REVENUE:** \$220,000,000

**CURRENCY:** CAD  
**ADVANCED PREMIUM:** \$80,700  
**MINIMUM PREMIUM:** \$20,175  
**MINIMUM EARNED PREMIUM:** \$20,175

**COMMISSION:** 12.5%

The above is subject to our receipt and satisfactory review of the following information:

**Standard Terms and Conditions:**

- 1) The premium is due 60 days from the effective date.
- 2) As part of the terms and conditions of your policy, Starr Insurance & Reinsurance Limited may perform an Environmental Risk Assessment (ERA) or other type of Loss Control Survey during the policy period. All surveys will be at Starr Insurance's cost. Adequate coordination and scheduling will be arranged between the Broker and the Insured prior to the visit.
- 3) **If an Additional Insured Endorsement is used on our policy, please note the following words:**
  - A) Due to the varying terms required by certificate holders, the obstacles when attempting to include contract language via a certificate of insurance and the difficulties involved when enforcing these requirements, Starr Insurance and Reinsurance Limited will not require copies of certificates of insurance on behalf of the named insured. Insured's are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates cannot be used to amend, expand, or otherwise alter the terms of the

***Important:*** In order to complete the underwriting process, we require that you send us the additional information requested at the beginning of this letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than 10 days. Such binding of coverages shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 10 days from the effective date of the binder. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

Thank you for selecting Starr Insurance and Reinsurance Limited as a market for your business. Please call with any questions.

Sincerely,

Robert Parisotto  
Senior Underwriter - Casualty  
Starr Insurance & Reinsurance Limited  
200 King Street West, Suite 1200  
Toronto, Ontario M5H 3T4  
Tel: (416)-994-6023  
robert.parisotto@starrcompanies.com

**Brian Page**

---

**From:** Brian Page  
**Sent:** August 29, 2022 1:22 PM  
**To:** 'Scott Hill'; Miles Hill  
**Cc:** Mark Robinson  
**Subject:** FW: URGENT: RE: Account Past due CAFO RE: 2496750 Ontario Inc. o/a Gen7 Fuel Management Services LP a/o Gen7 Logistics a/o OTE Logistics L

**Importance:** High

Good Day,

Rob Lowes was copied on this email and I trust he brought it to your attention.

If not here is the email just in case. Failure to rectify this could result in cancellation of the Fleet Insurance which may lead to seizure either by the MTO or equipment Finance Companies who require valid insurance be in force for the equipment they finance.

Please advise if you intend to pay this today or tomorrow.

I might be able to get you some time, but I need to know if you are paying this or if you intend on parking the equipment.

*Brian J. Page*

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




---

**From:** Allison Donaldson <Allison\_Donaldson@ajg.com>  
**Sent:** August 29, 2022 12:14 PM  
**To:** Brian Page <brian.page@gen7fuel.com>; 'Rob Lowes' <rob.lowes@gen7fuel.com>  
**Cc:** Rob Dempsey <Rob\_Dempsey@ajg.com>  
**Subject:** URGENT: RE: Account Past due CAFO RE: 2496750 Ontario Inc. o/a Gen7 Fuel Management Services LP a/o Gen7 Logistics a/o OTE Logistics L  
**Importance:** High

Good Morning,

Please note that we have received a notification from CAFO Financing advising us that your August installment did not clear the bank and was not replaced. The account is now past due \$45,778.02. Best and quickest method to rectify your account is to make an online bank payment for this amount of \$45,778.02. To do this, please search for CAFO as the payee and then you can use your CAFO account number as the reference number. This number is 91-30-207836-8. Please confirm receipt of this email and advise when payment will be made to avoid any cancellations.

Thank you and we look forward to hearing back!

**Allison Donaldson**  
Client Solutions Manager



Insurance | Risk Management | Consulting

D 519.286.1591  
[allison\\_donaldson@ajg.com](mailto:allison_donaldson@ajg.com)

**Gallagher**  
400-250 York Street, London, Ontario N6A 6K2  
[www.ajg.com/ca](http://www.ajg.com/ca)



Arthur J. Gallagher Canada Limited

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If you no longer wish to receive marketing information from us please visit <https://cloud.cainfo.ajg.com/communications>

**Brian Page**

---

**From:** Brian Page  
**Sent:** August 30, 2022 10:50 AM  
**To:** 'Scott Hill'  
**Subject:** FW: Overdue Invoices for Professional Fees  
**Attachments:** 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf

Good Morning Scott,

I am working on getting the Information Miles has requested regarding the outstanding Insurance Payments for both OTE (Property Coverage, Pollution Coverage and General Liability Coverage, plus the D&O Policy that protects the Directors of OTE from being sued personally), and for OTE Logistics (Truck and Tanker Insurance).

I should have a summary together for both of you today.

I am also following up on the above noted Invoices (Totaling \$25,000.00) that remain outstanding and need to be paid today.

On August 24<sup>th</sup> at 4:22PM Miles noted that payment was "up to Scott".

Let me know if you will be paying this today.

Thank you,

Brian Page

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

---

**From:** Brian Page  
**Sent:** August 22, 2022 10:04 AM  
**To:** 'Scott Hill' <scott.hill@originaltradersenergy.com>  
**Cc:** Miles Hill <miles77x@gmail.com>  
**Subject:** Overdue Invoices for Professional Fees

Good Morning Scott,

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

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

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

Regards,

*Brian J. Page*

President

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



**Brian Page**

---

**From:** Brian Page  
**Sent:** September 1, 2022 11:17 AM  
**To:** 'Scott Hill'  
**Subject:** FW: Overdue Invoices for Professional Fees  
**Attachments:** 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf

Good Morning Scott,

I have not seen a response regarding these outstanding Invoices.

Please be advised that cancellation of the Insurance for OTE Sites and for the Officers and Directors Liability coverage for Miles and yourself could be cancelled as early as tomorrow if payment is not made.

*Brian J. Page*

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




---

**From:** Brian Page  
**Sent:** August 30, 2022 10:50 AM  
**To:** 'Scott Hill' <scott.hill@originaltradersenergy.com>  
**Subject:** FW: Overdue Invoices for Professional Fees

Good Morning Scott,

I am working on getting the Information Miles has requested regarding the outstanding Insurance Payments for both OTE (Property Coverage, Pollution Coverage and General Liability Coverage, plus the D&O Policy that protects the Directors of OTE from being sued personally), and for OTE Logistics (Truck and Tanker Insurance).

I should have a summary together for both of you today.

I am also following up on the above noted Invoices (Totaling \$25,000.00) that remain outstanding and need to be paid today.

On August 24<sup>th</sup> at 4:22PM Miles noted that payment was "up to Scott".

Let me know if you will be paying this today.

Thank you,

Brian Page

EFT can be sent to:  
 Bank # - 002  
 Transit # - 00117  
 Account # 0067016  
 Credit: 11222074 Canada Ltd.

420 Cambridge Street  
Winnipeg, MB R3M 3G7

**From:** Brian Page  
**Sent:** August 22, 2022 10:04 AM  
**To:** 'Scott Hill' <[scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com)>  
**Cc:** Miles Hill <[miles77x@gmail.com](mailto:miles77x@gmail.com)>  
**Subject:** Overdue Invoices for Professional Fees

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

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

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

Regards,

*Brian J. Page*

President  
Direct Line: (289) 787-0340  
O: (519) 512-2245  
C: (204) 229-2193

**OTE**  
LOGISTICS

**Brian Page**

---

**From:** Brian Page  
**Sent:** September 14, 2022 7:48 PM  
**To:** 'Scott Hill'  
**Subject:** FW: Overdue Invoices for Professional Fees  
**Attachments:** 11222074 Invoice G752.pdf; 11222074 Invoice G753.pdf; 11222074 Invoice G754.pdf; 11222074 Invoice G755.pdf; 11222074 Invoice G756.pdf; Invoice G757.xls; Invoice G758.xls; Invoice G759.xls; Invoice G760.xls

Good Evening Scott,

I am following up on this correspondence sent September 1<sup>st</sup> 2022. As you recall Miles in his email to me on August 24<sup>th</sup> commented that payment was "up to Scott". In addition to this initial 5 Invoices (G752 to G756), an additional 4 Invoices are now outstanding (G757 to G760) and need to be paid immediately.

I have attached these for you to review.

If at any time you wish to cancel the Management Services Agreement between 11222074 and GEN7/OTE Logistics please let me know.

Regards,

*Brian J. Page*

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




---

**From:** Brian Page  
**Sent:** September 1, 2022 11:17 AM  
**To:** 'Scott Hill' <scott.hill@originaltradersenergy.com>  
**Subject:** FW: Overdue Invoices for Professional Fees

Good Morning Scott,

I have not seen a response regarding these outstanding Invoices.

Please be advised that cancellation of the Insurance for OTE Sites and for the Officers and Directors Liability coverage for Miles and yourself could be cancelled as early as tomorrow if payment is not made.

*Brian J. Page*

President  
 A-1110 Highway 54  
 Caledonia, Ontario  
 N3W 2G9  
 Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



**From:** Brian Page  
**Sent:** August 30, 2022 10:50 AM  
**To:** 'Scott Hill' <[scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com)>  
**Subject:** FW: Overdue Invoices for Professional Fees

Good Morning Scott,

I am working on getting the Information Miles has requested regarding the outstanding Insurance Payments for both OTE (Property Coverage, Pollution Coverage and General Liability Coverage, plus the D&O Policy that protects the Directors of OTE from being sued personally), and for OTE Logistics (Truck and Tanker Insurance).

I should have a summary together for both of you today.

I am also following up on the above noted Invoices (Totaling \$25,000.00) that remain outstanding and need to be paid today.

On August 24<sup>th</sup> at 4:22PM Miles noted that payment was "up to Scott".

Let me know if you will be paying this today.

Thank you,

Brian Page

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

**From:** Brian Page  
**Sent:** August 22, 2022 10:04 AM  
**To:** 'Scott Hill' <[scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com)>  
**Cc:** Miles Hill <[miles77x@gmail.com](mailto:miles77x@gmail.com)>  
**Subject:** Overdue Invoices for Professional Fees

Good Morning Scott,

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

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

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

Regards,

*Brian J. Page*

President

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



# 11222074 Canada Ltd.

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

Invoice No. G757

## INVOICE

**Customer**

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

Date 2022-08-24  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 08/14/22 to 08/20/22	\$5,000.00	\$5,000.00
<p><b><u>Payable to 11222074 Canada Ltd.</u></b>                      EFT can be sent to:                      Bank # - 002                      Transit # - 00117                      Account # 0067016                      Credit: 11222074 Canada Ltd.                      420 Cambridge Street                      Winnipeg, MB R3M 3G7</p>			
	Professional Fees		

**Payment Details**

- Cash
- Charge
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only

Thank you!

**11222074 Canada Ltd.**

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

Invoice No. G758

**INVOICE****Customer**

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

Date 2022-08-30  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 08/21/22 to 08/27/22	\$5,000.00	\$5,000.00
<p><b><u>Payable to 11222074 Canada Ltd.</u></b>            EFT can be sent to:            Bank # - 002            Transit # - 00117            Account # 0067016            Credit: 11222074 Canada Ltd.            420 Cambridge Street            Winnipeg, MB R3M 3G7</p>			
		Professional Fees	

**Payment Details**

- Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only

Thank you!

**11222074 Canada Ltd.**

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

Invoice No. G759

**INVOICE****Customer**

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

Date 2022-09-06  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 08/28/22 to 09/03/22	\$5,000.00	\$5,000.00
<p><b><u>Payable to 11222074 Canada Ltd.</u></b>            EFT can be sent to:            Bank # - 002            Transit # - 00117            Account # 0067016            Credit: 11222074 Canada Ltd.            420 Cambridge Street            Winnipeg, MB R3M 3G7</p>			
		Professional Fees	

**Payment Details**

- Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only

Thank you!

**11222074 Canada Ltd.**

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

Invoice No. G760

**INVOICE****Customer**

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

Date 2022-09-13  
 Order No. \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 09/04/22 to 09/10/22	\$5,000.00	\$5,000.00
<p><b><u>Payable to 11222074 Canada Ltd.</u></b>            EFT can be sent to:            Bank # - 002            Transit # - 00117            Account # 0067016            Credit: 11222074 Canada Ltd.            420 Cambridge Street            Winnipeg, MB R3M 3G7</p>			
		Professional Fees	

**Payment Details**

- Cash  
 Charge  
 Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	
PST	\$0.00
GST	\$0.00
<b>TOTAL</b>	<b>\$5,000.00</b>

Office Use Only

Thank you!

Scott Hill 519 +  
Exhibit  
1  
Page 1

**Brian Page**

---

**From:** Scott Hill <scott.hill@originaltradersenergy.com>  
**Sent:** August 4, 2022 12:27 PM  
**To:** Brian Page; Miles Hill  
**Cc:** Glenn Page; Sandra Smoke; gary.loft  
**Subject:** RE: Equipment Payments and Insurance Payment

Thanks for the information Brian, please forward contacts, contracts and any documentation and our team will look after everything.

Unfortunately RBC is scrutinizing every single transaction going through ALL of our accounts right now.

Thanks,  
Scott Hill  
VP Development  
Original Traders Energy  
Cell: 519 717 0968  
Office: 519 512 2245 Ext 202



[www.originaltradersenergy.com](http://www.originaltradersenergy.com)

**From:** Brian Page <brian.page@otelogistics.ca>  
**Sent:** August 4, 2022 10:54 AM  
**To:** Miles Hill <miles77x@gmail.com>; Scott Hill <scott.hill@originaltradersenergy.com>  
**Cc:** Glenn Page <Glenn@gpmcholdings.ca>  
**Subject:** Equipment Payments and Insurance Payment

Miles/Scott

On Tuesday August 2<sup>nd</sup> approximately \$77,394.92 in Payments for Equipment such as Tractors, Pumper Units and Tankers were to be debited from the RBC Bank Account for Logistics.  
Yesterday, a payment of \$44,196.15 to keep the company's Insurance in good standing was to be debited from the RBC Bank Account for Logistics.

Please confirm if these debits came out as I am just starting to receive emails and a phone call from one Lender (Canadian Western Bank) who is claiming their PAD was rejected.

Obviously we do not want to see this escalate to the point where a Bailiff is engaged to take possession of certain equipment but it is a possibility if payments are not restored.

Also if our Insurance is cancelled we cannot operate on Ontario roads.

There would have been more than \$1,000,000 in the Bank as of Tuesday August 2<sup>nd</sup> based on my calculations.

Please confirm if these amounts came out of our account.

Thank you,

*Brian J. Page*

**Brian Page**

---

**From:** Miles Hill <miles77x@gmail.com>  
**Sent:** August 24, 2022 4:22 PM  
**To:** Brian Page  
**Cc:** Scott Hill  
**Subject:** Re: Overdue Invoices for Professional Fees

Hi Brian

IF you was working for me you wouldn't be making that kinda monies for starters

up to Scott as I was brought in to this BS

On Mon, Aug 22, 2022 at 3:08 PM Brian Page <[brian.page@otelogistics.ca](mailto:brian.page@otelogistics.ca)> wrote:

Hi Miles,

I have replied to your email regarding the Operating Results for OTE Logistics sent Wednesday of last week.

The Company 11222074 Canada is my Management Services Company who was contracted to provide services to GEN7 Fuel Management LP and it's successor Company OTE Logistics LP.

The rate established was 50 Hours per week at \$100 per hour.

Records of Payment verifying this are easily accessible to you as you seem to have taken control of the Banking for OTE Logistics.

The Royal Bank is telling me that in order to gain access I must speak with one of you.

Let me know when you are paying these bills.

*Brian J. Page*

President

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



521  
E 2  
Pg 2

**From:** Miles Hill <[miles77x@gmail.com](mailto:miles77x@gmail.com)>  
**Sent:** August 22, 2022 10:34 AM  
**To:** Brian Page <[brian.page@otelogistics.ca](mailto:brian.page@otelogistics.ca)>  
**Cc:** Scott Hill <[scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com)>  
**Subject:** Re: Overdue Invoices for Professional Fees

Hi Brian

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

What is this company 11222074 Canada THEY AND DEMANDING ??

What have they done ??

50 hrs for what ?

You still not answering my last questions ?

E 522  
Pg 3

On Wed, Aug 17, 2022 at 4:06 PM Brian Page <[brian.page@otelogistics.ca](mailto:brian.page@otelogistics.ca)> wrote:

Good Afternoon,

Attached please find the July and three month results for the Logistics Business.

Year to date profit is currently \$2,000,452.24

Revenue improved June to July due to 5 Billing Periods in July vs. June.

Purchased Transportation was down slightly, however we saw large increases in Truck Maintenance and Trailer Maintenance costs.

Driver wages were down slightly, but based on the number of empty or not used trucks sitting in the yards, there appears to be a shortage of drivers.

I will continue to generate the billing for the Logistics Business, however a decision needs to be made on who will be compiling the books and records of

the business given lack of payment to our previous accounting provider and their unwillingness to continue performing the function.

I will await your comments and input and would be happy to respond to any questions.

*Brian J. Page*

President

A-1110 Highway 54

Caledonia, Ontario

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193



**Brian Page**

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**From:** Miles Hill <miles77x@gmail.com>  
**Sent:** August 17, 2022 4:33 PM  
**To:** Brian Page  
**Cc:** Scott Hill  
**Subject:** Re: July 2022 Financial Statements OTE Logistics (Formerly GEN7 Fuel Management LP)

Hi Brian

Year to date profit is currently \$2,000,452.24 **where did this number come from ??**

Revenue improved June to July due to 5 Billing Periods in July vs. June. **What do you mean ?? where are invoices and or bills to back this up**

large increases in Truck Maintenance and Trailer Maintenance costs **maybe because of lack of maintenance and doing it right now or because of a bear and or moose**

however a decision needs to be made on who will be compiling the books and records of

the business **This will be getting done on Six Nations Territory as it is a native owned company NOT IN BURLINGTON OFFICE** given lack of payment **WHY A lack of payment ??** to our previous accounting provider and their unwillingness to continue performing the function **What accountant provider ??**

**What is Professional service ? need invoices to back this up**

*further more need invoices or bills to back ALL numbers up*

*Keep me post*

*Miles Hill*

miles H-524  
Exhibit 3 pgl

**Brian Page**

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**From:** Miles Hill <miles77x@gmail.com> ✓  
**Sent:** September 8, 2022 4:52 PM  
**To:** Brian Page  
**Cc:** Sandra Smoke; Scott Hill; Austin Hill; Gary Loft  
**Subject:** Re: FW: OTE AR report

Brian

BAD afternoon to fuck with me  
thats what you should say as in good afternoon

Tell GEN 7 to pay there FUCKEN BILLS OVER 8 MILLION LATE, LATE Payment fee 160,010.36 plus 60,010.36 USD TO OTE USA FOR BRIAN AND GLENNS fuck ups look in the mirrior that who you Blame

Not the Blame Game again by you 2

ask your brother to pay OTE

24k a month for a boat for a 12 month period (ESSEX THEN PAY IT OFF ) and pay for the boat an taxes to bout on top of that with OTE monies AGAIN YOU SIGNED THIS DEAL with out Scott and I KNOWING

OTE interest rate isnt 2 % IT'S gonna be a lot higher than that

Lot more to come as I told you Im gonna dig to find every penny

I call A spade A spade no sugar coating or scamming things BY ME

Miles

On Thu, Sep 8, 2022 at 3:59 PM Brian Page <[brian.page@otelogistics.ca](mailto:brian.page@otelogistics.ca)> wrote:

Afternoon Miles,

Looks like your brother decided to take a couple of days off and not pay bills. Hopefully he enjoys himself as it just cost the company \$60K US.

Brian Page

✓ = emails to be included.

**From:** Derek Lynch <[derek.lynch@otefuel.com](mailto:derek.lynch@otefuel.com)> ✓  
**Sent:** September 8, 2022 11:50 AM ✓  
**To:** Sandra Smoke <[sandra.smoke@originaltradersenergy.com](mailto:sandra.smoke@originaltradersenergy.com)>; Scott Hill <[scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com)>

✓  
Cc: Austin Hill <austin.hill@originaltradersenergy.com>; 'Gary Loft' <Gary.Loft@originaltradersenergy.com>

Subject: OTE AR report

Good Morning OTE,

Based on yesterday's aging and assuming no payments today or tomorrow, a 2% late fee/ Reactivation fee in the amount of \$60,010.36 will need to be paid in addition to your payments. Please be advised them that on Monday September 12<sup>th</sup> you will have to make a payment of \$4,755,278.43 which includes the outstanding amount of \$4,695,268.07 plus a late fee of \$60,010.36. This penalty can be avoided by making payment today in the amount of \$1,270,757.76 and tomorrow in the amount of \$1,230,178.23

Cheers!

**Derek Lynch**

Import/Export Co-Ordinator

**C: 517-512-0071**

**OTE USA**  
1504 E Grand River Ave, Suite 200  
East Lansing, MI 48823

[otefuel.com](http://otefuel.com)



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

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

**Applicants**

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

PROCEEDING COMMENCED AT  
TORONTO

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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 ORIGINAL TRADERS ENERGY LTD. and 2496750  
ONTARIO INC.

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

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD OF THE MOVING PARTY**

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