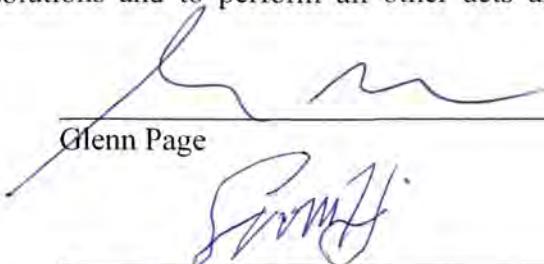


7. **Issuance of Stock to 11222074 Canada Ltd.** The stock subscription of 11222074 Canada Ltd., an Ontario, Canada corporation, is accepted. The president and secretary of the Corporation are authorized to issue Nine Hundred (900) shares of the authorized, unissued common stock of the Corporation to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

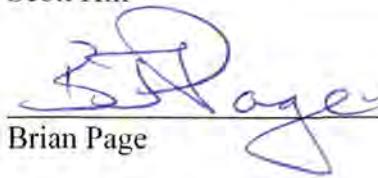
8. **Issuance of Stock to Scott Hill.** The stock subscription of Scott Hill, is accepted. The president and secretary of the Corporation are authorized to issue Two Thousand Seven Hundred (2,700) shares of the authorized, unissued common stock of the Corporation to Scott Hill, upon receipt of the amount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

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

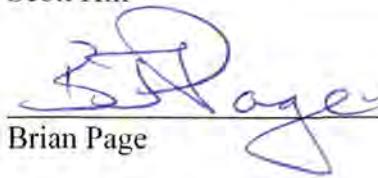
Glenn Page



Scott Hill



Brian Page



195019.195019 #21302048-1

# Exhibit A

BYLAWS  
OF  
OT ENERGY INC.

ARTICLE I  
OFFICES

**1.01 Principal Office**

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

**1.02 Other Offices**

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

ARTICLE II  
SEAL

**2.01 Seal**

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

ARTICLE III  
CAPITAL STOCK

**3.01 Issuance of Shares**

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

**3.02 Certificates for Shares**

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

### **3.03 Transfer of Shares**

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

### **3.04 Registered Shareholders**

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

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

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

## **ARTICLE IV**

### **SHAREHOLDERS AND MEETINGS OF SHAREHOLDERS**

#### **4.01 Place of Meetings**

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

#### **4.02 Annual Meeting**

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

#### 4.03 Special Meetings

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

#### 4.04 Notice of Meetings

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

#### 4.05 Record Dates

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

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

#### **4.06 List of Shareholders**

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

#### **4.07 Quorum**

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

#### **4.08 Proxies**

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

#### **4.09 Business Transacted**

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

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

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

#### **4.10 Voting**

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

#### **4.11 Participation in Meeting by Remote Communication**

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

#### **4.12 Electronic Meeting**

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

### **ARTICLE V DIRECTORS**

#### **5.01 Number**

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

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

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

### **5.03 Vacancies**

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

### **5.04 Annual Meeting**

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

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

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

### **5.06 Notices**

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

- (a) by mailing a written notice of the meeting to the address that the director designates or, in the absence of designation, to the last known address of the director, at least five days before the date of the meeting; or
- (b) by delivering a written notice of the meeting to the director at least three full business days before the meeting, personally or by a form of electronic transmission to which the director has consented, to the director's last known office or home.

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

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

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

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

#### **5.09 Dissents**

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

### 5.10 Compensation

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

### 5.11 Executive and Other Committees

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

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

## ARTICLE VI

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

#### 6.01 Notices

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

#### 6.02 Waiver of Notice

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

### 6.03 Action without a Meeting

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

## ARTICLE VII OFFICERS

### 7.01 Number

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

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

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

### 7.03 Vacancies

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

**7.04 Authority**

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

**ARTICLE VIII  
DUTIES OF OFFICERS****8.01 Chairman of the Board**

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

**8.02 President**

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

**8.03 Vice Presidents**

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

**8.04 Secretary**

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

**8.05 Treasurer**

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

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

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

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

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

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

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

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

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

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

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

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

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

**10.02 Reliance on Books and Records**

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

**ARTICLE XI**  
**AMENDMENTS**

**11.01 Amendments**

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

195019.195019 #21295809-1

# Exhibit B

*Certificate No. XX*

*For XX Shares of*

*Common Stock*

*Issued to*

XX

*Dated* \_\_\_\_\_

\*\*\*

**FROM WHOM TRANSFERRED**

*Dated* \_\_\_\_\_

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

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

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

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)

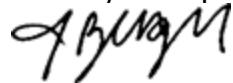
\_\_\_\_\_  
(Printed or typed name)

\_\_\_\_\_  
(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

---

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

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

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




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

Glenn

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

Thanks

Miles

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

Gentlemen

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

## 312

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 ding in the past for clients.

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

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

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

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

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

Thanks

Glenn Page

President

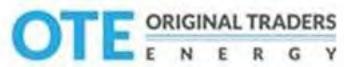
Original Traders Energy LP

313

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



---

A Commissioner for Taking Affidavits

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

Please see attached.



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

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# Paliare Roland

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

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

File # 101295

September 1, 2023

**VIA EMAIL**

**AIRD & BERLIS LLP**

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

Attention: Steven Graff

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

**BENNETT JONES LLP**

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

Attention: Raj. S. Sahni

**Counsel for the Monitor**

Dear Counsel:

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

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

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

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

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

# Paliare Roland

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

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB

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

---

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

Dear Counsel,

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

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



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

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

Legal Assistant to Monique Jilesen, Chris Yung and Samantha Hargreaves

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

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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

# Paliare Roland

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

[max.starnino@paliareroland.com](mailto:max.starnino@paliareroland.com)  
 T. 416.646.7431 / F. 416.646.4301

File # 101295

September 15, 2023

**BY EMAIL**

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

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

# Paliare Roland

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.)

# Paliare Roland

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



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A Commissioner for Taking Affidavits

# Paliare Roland

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

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

File # 101295

September 15, 2023

**BY EMAIL**

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

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

# Paliare Roland

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@g7fuel.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)

7/29/22, 1:45 PM

**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**Status: **All**Payment Group(s): **Vendors**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: **16**Total: **263,095.90**[Printer Friendly Version](#)[Export](#)

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## Payment File Content

Kim Federick, GEN7 FUEL MANAGEMENT

Report Creation Date: Jul 29, 2022 at 01:44:18 PM ET

Client Number: **4059120000 - PDS CAD - GEN7 FUEL**

Destination Country: **Canada**

Amount Range: **From 157.49 To 157.49**

Payment Group(s): **Gen7 Fuel Drivers**

Status: **All**

Environment: **Live**

[Printer Friendly Version](#)

[Export](#)

Customer Information: [REDACTED] The Royal Bank of Canada is a registered trademark of The Royal Bank of Canada. The Royal Bank of Canada is a member of the Canadian Payments Association and the Canadian Bankers Association.

**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: 1			Total:	<b>157.49</b>	

[Printer Friendly Version](#)

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Bill Payments
Summary
<b>Pay a Bill</b>
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 :**

\* **Corporate Creditor :**

\* **Amount :**

\* **Payment Date:**

[Continue](#) [Reset](#)**Bill Payment(s) created by Kim Frederick 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:Rental	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>\$ 421,326.81</b>	<b>\$ 509,585.42</b>

**Brian Page**

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**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**

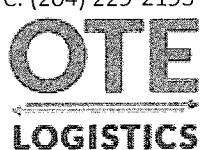
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**From:** Brian Page  
**Sent:** August 5, 2022 11:46 AM  
**To:** 'Scott Hill'  
**Cc:** Glenn Page; Miles Hill  
**Subject:** Outstanding Payables for Logistics Unit as at July 27th 2022  
**Attachments:** OTE Logistics -GEN7 AP July 31st 2022.xls

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									
Locations:	P010-0TE Logistic LP									
Based on: Bill Date	Total for v00129									
Vendor Id:	11222074 Canada Ltd									
Vendor Name:	Total for v00131									
As of Date:	07/27/2022									
Bill:	SH 2020-10T									
Bill Posting Date:	01/01/2021									
Bill Date:	01/01/2021									
Due Date:	01/01/2021									
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IN311261	07/26/2022	CAD	836.22	0	0	0	0	836.22
IN311260	07/26/2022	CAD	8,828.69	5	8,828.69	0	0	8,828.69
IN311265	07/26/2022	CAD	693.1	5	693.1	0	0	693.1
IN311262	07/26/2022	CAD	2,471.70	4	2,471.70	0	0	2,471.70
IN311267	07/26/2022	CAD	1,815.76	4	1,815.76	0	0	1,815.76
IN311268	07/26/2022	CAD	3,630.84	3	3,630.84	0	0	3,630.84
IN311259	07/26/2022	CAD	535.16	3	535.16	0	0	535.16
<b>Total for V00136</b>			<b>330,999.69</b>	<b>46,771.35</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>377,671.24</b>
V00137	Carrier Centers							
01R101319008	06/29/2022	CAD	5,168.24	28	5,168.24	0	0	5,168.24
01R101242010	06/29/2022	CAD	5,721.98	28	5,721.98	0	0	5,721.98
01R101375005	06/29/2022	CAD	6,068.51	28	6,068.51	0	0	6,068.51
01R101393004	06/29/2022	CAD	6,079.37	28	6,079.37	0	0	6,079.37
01R101332006	06/29/2022	CAD	6,228.97	28	6,228.97	0	0	6,228.97
01R101467002	06/29/2022	CAD	3,851.79	28	3,851.79	0	0	3,851.79
01R101481001	06/29/2022	CAD	3,702.42	28	3,702.42	0	0	3,702.42
01R101373006	06/29/2022	CAD	3,972.40	28	3,972.40	0	0	3,972.40
01R101317007	06/29/2022	CAD	4,862.12	28	4,862.12	0	0	4,862.12
03S334426	06/30/2022	CAD	546.84	27	546.84	0	0	546.84
01R101373007	07/12/2022	CAD	2,087.44	15	2,087.44	0	0	2,087.44
01R101481002	07/25/2022	CAD	3,960.58	2	3,960.58	0	0	3,960.58
01R101317008	07/26/2022	CAD	5,250.61	1	5,250.61	0	0	5,250.61
01R101467003	07/26/2022	CAD	4,747.11	1	4,747.11	0	0	4,747.11
10R101242011	07/26/2022	CAD	5,473.82	1	5,473.82	0	0	5,473.82
01R101319009	07/26/2022	CAD	4,600.54	1	4,600.54	0	0	4,600.54
01R101332007	07/26/2022	CAD	5,226.21	1	5,226.21	0	0	5,226.21
01R101375006	07/26/2022	CAD	6,037.79	1	6,037.79	0	0	6,037.79
01R101393005	07/26/2022	CAD	5,206.95	1	5,206.95	0	0	5,206.95
<b>Total for V00137</b>			<b>86,293.69</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>86,293.69</b>
V00139	Complete Truck Repair Inc.							
1859	07/19/2022	CAD	535.62	8	535.62	0	0	535.62
<b>Total for V00139</b>			<b>535.62</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>535.62</b>
V00200	Deluxe Canada							
22206041265	06/16/2022	CAD	476.71	41	0	476.71	0	476.71
<b>Total for V00200</b>			<b>0.00</b>	<b>476.71</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>476.71</b>
V00223	Dr. Clean Inc.							
37638	07/25/2022	CAD	298.05	17	298.05	0	0	298.05
37565	07/19/2022	CAD	254.25	12	254.25	0	0	254.25
<b>Total for V00223</b>			<b>552.30</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>552.30</b>
V00205	Eriks Industrial Services LP							
\$B021171	07/15/2022	CAD	138.85	12	138.85	0	0	138.85
<b>Total for V00205</b>			<b>138.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>138.85</b>
V00142	Fleet Master Sales Inc							
F22-114	07/04/2022	CAD	5,000.00	23	5,000.00	0	0	5,000.00
<b>Total for V00142</b>			<b>5,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>
V00206	Gair's Mobile Truck & Trailer Inc.							
375	07/17/2022	CAD	299.45	10	299.45	0	0	299.45
<b>Total for V00206</b>			<b>299.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>299.45</b>
V00143	Glenn Page							
HST License 5 Axle	01/01/2021	CAD	6,832.00	572	0	0	0	6,832.00
\$H 2020-10	01/01/2021	CAD	6,000.00	572	0	0	0	6,000.00
SH 2020-11	01/01/2021	CAD	2,674.41	572	0	0	0	2,674.41
SH 2020-12	01/01/2021	CAD	18,000.00	572	0	0	0	18,000.00
01/01/2021	01/01/2021	CAD	18,000.00	572	0	0	0	18,000.00
03/03/2021	03/03/2021	CAD	7,500.00	511	0	0	0	7,500.00
04/03/2021	04/03/2021	CAD	7,500.00	480	0	0	0	7,500.00
05/03/2021	05/03/2021	CAD	7,500.00	450	0	0	0	7,500.00

06/03/2021	07/03/2021	CAD	7,500.00	419	0	0	0	0	7,500.00	7,500.00
07/03/2021	08/03/2021	CAD	7,500.00	389	0	0	0	0	7,500.00	7,500.00
08/03/2021	08/03/2021	CAD	7,500.00	358	0	0	0	0	7,500.00	7,500.00
09/03/2021	10/03/2021	CAD	7,500.00	327	0	0	0	0	7,500.00	7,500.00
10/03/2021	11/03/2021	CAD	7,500.00	297	0	0	0	0	7,500.00	7,500.00
11/03/2021	12/03/2021	CAD	7,500.00	266	0	0	0	0	7,500.00	7,500.00
12/03/2021	12/03/2021	CAD	7,500.00	236	0	0	0	0	7,500.00	7,500.00
01/03/2022	01/03/2022	CAD	7,500.00	205	0	0	0	0	7,500.00	7,500.00
02/03/2022	02/03/2022	CAD	7,500.00	174	0	0	0	0	7,500.00	7,500.00
03/03/2022	03/05/2022	CAD	7,500.00	146	0	0	0	0	7,500.00	7,500.00
04/03/2022	04/03/2022	CAD	7,500.00	115	0	0	0	0	7,500.00	7,500.00
05/03/2022	05/03/2022	CAD	7,500.00	86	0	0	0	0	7,500.00	7,500.00
06/01/2022	06/01/2022	CAD	7,500.00	56	0	0	0	0	7,500.00	7,500.00
07/01/2022	07/01/2022	CAD	7,500.00	26	0	0	0	0	7,500.00	7,500.00
<b>Total for v00143</b>			<b>7,500.00</b>	<b>7,500.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>156,506.41</b>	<b>179,006.41</b>
<b>v0004</b>	<b>GPMC Management</b>		<b>7,900.00</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,900.00</b>
<b>Total for v0004</b>			<b>7,900.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,900.00</b>
<b>v0146</b>	<b>Harold Marcus Limited</b>									
SA315397	06/22/2022	CAD	993.07	35	0	993.07	0	0	0	993.07
SA315276	06/22/2022	CAD	893.77	35	0	893.77	0	0	0	893.77
SA315452	06/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	0	1,718.50
SA315053	06/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	0	1,718.50
SA315668	06/22/2022	CAD	993.07	35	0	993.07	0	0	0	993.07
SA31546	06/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	0	1,718.50
SA315467	06/22/2022	CAD	993.07	35	0	993.07	0	0	0	993.07
SA315547	06/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	0	1,718.50
SA315663	06/22/2022	CAD	1,718.50	35	0	1,718.50	0	0	0	1,718.50
SA315459	06/22/2022	CAD	893.77	35	0	893.77	0	0	0	893.77
SA315664	06/22/2022	CAD	1,303.50	35	0	1,303.50	0	0	0	1,303.50
SA315458	06/22/2022	CAD	893.77	35	0	893.77	0	0	0	893.77
SA315568	06/27/2022	CAD	893.77	30	0	893.77	0	0	0	893.77
SA315768	06/27/2022	CAD	993.07	30	0	993.07	0	0	0	993.07
SA31567	06/27/2022	CAD	1,718.50	30	0	1,718.50	0	0	0	1,718.50
SA315667	06/27/2022	CAD	893.77	35	0	893.77	0	0	0	893.77
SA31566	06/27/2022	CAD	1,718.50	35	0	1,718.50	0	0	0	1,718.50
SA315958	06/29/2022	CAD	893.77	28	0	893.77	0	0	0	893.77
SA315958	06/29/2022	CAD	323.98	28	0	323.98	0	0	0	323.98
SA315957	06/29/2022	CAD	1,718.50	28	0	1,718.50	0	0	0	1,718.50
SA315957	06/29/2022	CAD	752.17	28	0	752.17	0	0	0	752.17
SA315959	06/29/2022	CAD	1,718.50	28	0	1,718.50	0	0	0	1,718.50
SA315667	06/29/2022	CAD	893.77	28	0	1,718.50	0	0	0	1,718.50
SA315667	06/29/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA315959	06/29/2022	CAD	693.77	27	0	693.77	0	0	0	693.77
SA315958	06/29/2022	CAD	693.77	27	0	693.77	0	0	0	693.77
SA315956	07/05/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA315956	07/05/2022	CAD	323.98	27	0	323.98	0	0	0	323.98
SA316050	07/05/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA316050	07/05/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA315970	07/05/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA315970	07/05/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA315662	07/05/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA316063	07/05/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA316063	07/05/2022	CAD	693.77	27	0	693.77	0	0	0	693.77
SA316101	07/05/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA316211	07/06/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA316064	07/06/2022	CAD	323.98	27	0	323.98	0	0	0	323.98
SA316336	07/06/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA316114	07/05/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA316114	07/11/2022	CAD	893.77	19	0	893.77	0	0	0	893.77
SA316116	07/05/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA316115	07/05/2022	CAD	893.77	27	0	893.77	0	0	0	893.77
SA316208	07/06/2022	CAD	1,718.50	27	0	1,718.50	0	0	0	1,718.50
SA316208	07/06/2022	CAD	323.98	27	0	323.98	0	0	0	323.98
SA316210	07/11/2022	CAD	896.07	20	0	896.07	0	0	0	896.07
SA316247	07/11/2022	CAD	896.07	19	0	896.07	0	0	0	896.07
SA316349	07/11/2022	CAD	896.07	19	0	896.07	0	0	0	896.07
SA316350	07/11/2022	CAD	896.07	19	0	896.07	0	0	0	896.07
SA316351	07/11/2022	CAD	896.07	19	0	896.07	0	0	0	896.07



SA317507	07/25/2022	07/22/2022	08/21/2022	CAD	324.81	5	324.81	0	0	0	324.81	
SA317485	07/22/2022	08/21/2022	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	
SA317515	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	
SA317516	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>0.00</b>	<b>119,160.78</b>	
V00148	07/08/2022	06/29/2022	07/29/2022	CAD	241.5	28	241.5	0	0	0	241.5	
<b>Total for V00148</b>		<b>07/19/2022</b>	<b>07/14/2022</b>	<b>CAD</b>	<b>543.5</b>	<b>13</b>	<b>543.5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>543.5</b>	
V00151	J & L Tires	591415	07/21/2022	07/04/2022	CAD	140	23	140	0	0	0	140
		591421	07/21/2022	07/07/2022	CAD	140	20	140	0	0	0	140
		591425	07/21/2022	07/13/2022	CAD	1,900.00	14	1,900.00	0	0	0	1,900.00
		591426	07/21/2022	07/13/2022	CAD	1,900.00	14	1,900.00	0	0	0	1,900.00
		591427	07/21/2022	07/13/2022	CAD	1,880.00	14	1,880.00	0	0	0	1,880.00
		591429	07/21/2022	07/15/2022	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>0.00</b>	<b>6,100.00</b>	
V00152	Joseph Haulage Canada Corp.	D291782	06/22/2022	06/22/2022	CAD	5,721.53	35	0	5,721.53	0	0	5,721.53
		D291780	06/23/2022	06/23/2022	CAD	9,027.15	34	0	9,027.15	0	0	9,027.15
		D291781	06/23/2022	06/23/2022	CAD	12,683.01	34	0	12,683.01	0	0	12,683.01
		D290155	06/23/2022	06/23/2022	CAD	787.5	34	0	787.5	0	0	787.5
		D291783	06/23/2022	07/23/2022	CAD	3,613.55	34	0	3,613.55	0	0	3,613.55
		D290772	06/24/2022	07/24/2022	CAD	1,988.43	33	0	1,988.43	0	0	1,988.43
		D290766	07/13/2022	07/24/2022	CAD	787.5	33	0	787.5	0	0	787.5
		D291246	07/11/2022	06/25/2022	CAD	1,812.29	32	0	1,812.29	0	0	1,812.29
		D290014	07/11/2022	07/25/2022	CAD	1,832.40	32	0	1,832.40	0	0	1,832.40
		D293704	07/13/2022	06/25/2022	CAD	3,623.23	32	0	3,623.23	0	0	3,623.23
		D290013	07/13/2022	07/25/2022	CAD	1,814.43	32	0	1,814.43	0	0	1,814.43
		D291277	06/26/2022	07/26/2022	CAD	2,317.19	31	0	2,317.19	0	0	2,317.19
		D291784	06/22/2022	06/27/2022	CAD	16,347.11	30	16,347.11	0	0	0	16,347.11
		D291785	06/27/2022	07/27/2022	CAD	15,476.04	20	15,176.04	0	0	0	15,176.04
		D293518	06/27/2022	07/27/2022	CAD	5,413.33	30	5,413.33	0	0	0	5,413.33
		D291161	07/04/2022	06/27/2022	CAD	1,801.80	30	1,801.80	0	0	0	1,801.80
		D289412	06/28/2022	06/28/2022	CAD	787.5	29	787.5	0	0	0	787.5
		D293519	06/28/2022	06/28/2022	CAD	5,614.24	29	5,614.24	0	0	0	5,614.24
		D293475	06/29/2022	07/29/2022	CAD	16,326.15	28	16,326.15	0	0	0	16,326.15
		D292269	06/29/2022	07/29/2022	CAD	1,907.59	28	1,907.59	0	0	0	1,907.59
		D292270	07/04/2022	06/29/2022	CAD	1,953.25	28	1,953.25	0	0	0	1,953.25
		D292285	07/04/2022	06/29/2022	CAD	718.99	28	718.99	0	0	0	718.99
		D294715	07/04/2022	06/29/2022	CAD	7,225.00	28	7,225.00	0	0	0	7,225.00
		D294978	07/11/2022	06/29/2022	CAD	1,437.98	28	1,437.98	0	0	0	1,437.98
		D294716	07/04/2022	06/30/2022	CAD	5,478.12	27	5,478.12	0	0	0	5,478.12
		D293599	07/11/2022	06/30/2022	CAD	1,827.00	27	1,827.00	0	0	0	1,827.00
		D296530	07/07/2022	07/01/2022	CAD	14,157.31	22	14,157.31	0	0	0	14,157.31
		D294994	07/07/2022	06/05/2022	CAD	3,626.11	26	3,626.11	0	0	0	3,626.11
		D294905	07/11/2022	07/01/2022	CAD	3,567.40	26	3,567.40	0	0	0	3,567.40
		D294975	07/11/2022	07/01/2022	CAD	3,761.10	26	3,761.10	0	0	0	3,761.10
		D291726	07/04/2022	07/02/2022	CAD	3,513.68	25	3,513.68	0	0	0	3,513.68
		D29498	07/11/2022	06/01/2022	CAD	5,744.51	25	5,744.51	0	0	0	5,744.51
		D296520	07/07/2022	07/05/2022	CAD	8,743.61	20	8,743.61	0	0	0	8,743.61
		D29499	07/07/2022	06/06/2022	CAD	1,576.56	20	1,576.56	0	0	0	1,576.56
		D296562	07/15/2022	07/07/2022	CAD	1,909.38	19	1,909.38	0	0	0	1,909.38
		D297131	07/15/2022	08/07/2022	CAD							



5261707	07/22/2022	07/22/2022	08/21/2022	CAD	660	5	660	0	0	0	0	660
<b>Total for V00169</b>												
V00235	IRB Leasing	06/26/2022	06/26/2022	06/26/2022	CAD	2,571.59	31	2,571.59	0	0	0	2,571.59
		07/26/2022	07/26/2022	07/26/2022	CAD	2,571.59	1	2,571.59	0	0	0	2,571.59
<b>Total for V00235</b>												
V00171	Reid Bros. Truck Service Inc.	34365	06/27/2022	06/26/2022	CAD	37.8	31	0	37.8	0	0	37.8
		34240	06/27/2022	06/27/2022	CAD	3,083.33	30	3,083.33	0	0	0	3,083.33
		34360	07/18/2022	07/18/2022	CAD	7,231.54	9	7,231.54	0	0	0	7,231.54
		34361	07/19/2022	07/19/2022	CAD	623.81	8	623.81	0	0	0	623.81
		34508	07/19/2022	07/19/2022	CAD	509.66	8	509.66	0	0	0	509.66
		34501	07/19/2022	07/19/2022	CAD	37.8	8	37.8	0	0	0	37.8
		34499	07/19/2022	07/19/2022	CAD	63	8	63	0	0	0	63
		34497	07/19/2022	07/19/2022	CAD	273.17	8	273.17	0	0	0	273.17
		34371	07/19/2022	07/19/2022	CAD	609.06	8	609.06	0	0	0	609.06
		34608	07/21/2022	07/20/2022	CAD	621.39	6	621.39	0	0	0	621.39
		34672	07/25/2022	07/25/2022	CAD	494.59	2	494.59	0	0	0	494.59
<b>Total for V00171</b>												
V00174	Rush Truck Centres	459764	07/14/2022	05/24/2022	CAD	117.26	64	0	0	117.26	0	117.26
		552065U	07/14/2022	05/25/2022	CAD	0.01	63	0	0	0.01	0	0.01
		CM652065U	07/14/2022	05/25/2022	CAD	-122.91	63	0	-122.91	0	0	-122.91
		661115U	06/14/2022	06/14/2022	CAD	162.23	43	0	162.23	0	0	162.23
		662935U	06/18/2022	06/18/2022	CAD	194.12	39	0	194.12	0	0	194.12
		663045U	06/20/2022	06/20/2022	CAD	1,264.41	37	0	1,264.41	0	0	1,264.41
		480112	06/20/2022	06/20/2022	CAD	1,794.05	37	0	1,794.05	0	0	1,794.05
		460153	06/21/2022	07/21/2022	CAD	696.28	36	0	696.28	0	0	696.28
		665075U	06/24/2022	07/24/2022	CAD	122.51	33	0	122.51	0	0	122.51
		665135U	06/24/2022	05/24/2022	CAD	15.23	33	0	15.23	0	0	15.23
		SUR109713	06/29/2022	06/29/2022	CAD	8,234.35	28	8,234.35	0	0	0	8,234.35
		667215U	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	CAD	97.58	13	97.58	0	0	0	97.58
<b>Total for V00174</b>												
V00178	Technical Standards and Safety Authority	9177706	07/11/2022	07/10/2022	CAD	190	17	190	0	0	0	190
			07/11/2022	07/10/2022	CAD	190	17	190	0	0	0	190
<b>Total for V00178</b>												
V00210	Trans Tank Systems	BV63162	07/25/2022	06/30/2022	CAD	732.03	27	732.03	0	0	0	732.03
		BV63189	07/25/2022	07/11/2022	CAD	138.43	16	138.43	0	0	0	138.43
<b>Total for V00210</b>												
V00182	Transcourt	06/15/2022	06/15/2022	06/15/2022	CAD	3,517.49	42	0	3,517.49	0	0	3,517.49
		07/15/2022	07/15/2022	07/15/2022	CAD	3,117.49	12	3,517.49	0	0	0	3,517.49
<b>Total for V00182</b>												
V00184	UPI Energy FS	15105977	07/19/2022	08/18/2022	CAD	370.63	8	370.63	0	0	0	370.63
		151016043	07/26/2022	08/20/2022	CAD	559.56	6	559.56	0	0	0	559.56
<b>Total for V00184</b>												
V00185	Upper Canada Carriers	21175	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>												
V00190	Western Transport LP	1114-0032028	07/20/2022	07/13/2022	CAD	250.86	44	0	250.86	0	0	250.86
		359077	06/25/2022	07/25/2022	CAD	980.3	32	980.3	0	0	0	980.3
		359446	07/01/2022	07/31/2022	CAD	10,565.43	26	10,565.43	0	0	0	10,565.43
		359447	07/01/2022	07/31/2022	CAD	6,589.80	26	6,589.80	0	0	0	6,589.80

359612	07/13/2022	07/08/2022	08/07/2022	CAD	3,376.58	19	3,376.58	0	0	0	0	3,376.58
359813	07/13/2022	07/08/2022	08/07/2022	CAD	2,483.64	19	2,483.64	0	0	0	0	2,483.64
360107	07/14/2022	07/14/2022	08/13/2022	CAD	1,180.84	13	1,180.84	0	0	0	0	1,180.84
360108	07/14/2022	07/14/2022	08/13/2022	CAD	912.47	13	912.47	0	0	0	0	912.47
360184	07/15/2022	07/15/2022	08/14/2022	CAD	16,746.44	12	16,746.44	0	0	0	0	16,746.44
360185	07/15/2022	07/15/2022	08/14/2022	CAD	10,144.48	12	10,144.48	0	0	0	0	10,144.48
360210	07/16/2022	07/16/2022	08/15/2022	CAD	1,449.21	11	1,449.21	0	0	0	0	1,449.21
360211	07/16/2022	07/16/2022	08/15/2022	CAD	1,288.19	11	1,288.19	0	0	0	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>0.00</b>	<b>0.00</b>	<b>55,968.24</b>
V00192	Workplace Safety & Insurance Board	April 2022 premium	04/30/2022	CAD	11,720.60	88	0	0	11,720.60	0	0	11,720.60
		May 2022 premium	05/31/2022	CAD	12,119.99	57	0	0	12,119.99	0	0	12,119.99
		June 2022 premium	06/30/2022	CAD	17,061.69	27	17,061.69	0	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>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**

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**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:Rental	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**

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**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



## 11222074 Canada Ltd.

Invoice No. G752

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

**INVOICE =****Customer**

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

Date	2022-07-26
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 07/10/22 to 07/16/22	\$5,000.00	\$5,000.00

**Cheque to be made Payable to 11222074 Canada Ltd.**

## Professional Fees

Payment Details	SubTotal	\$5,000.00
<input type="radio"/> Cash	Shipping & Handling	\$0.00
<input checked="" type="radio"/> Charge	Taxes	\$0.00
<input type="radio"/> Credit Card	PST	\$0.00
	GST	\$0.00
	<b>TOTAL</b>	<b>\$5,000.00</b>

Name
CC #

Expires

Office Use Only

Thank you!

## 11222074 Canada Ltd.

Invoice No. G753

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

**INVOICE****Customer**

Name	Gen7 Fuel Management			Date	2022-08-02
Address	3-1110 Highway 54			Order No.	
City	Caledonia	State	ON	Rep.	
Phone				FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 07/17/22 to 07/23/22	\$5,000.00	\$5,000.00

**Cheque to be made Payable to 11222074 Canada Ltd.**

## Professional Fees

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

<b>Payment Details</b>	
<input type="radio"/> Cash	
<input checked="" type="radio"/> Charge	
<input type="radio"/> Credit Card	
Name	
CC #	
Expires	

Office Use Only

*Thank you!*

## 11222074 Canada Ltd.

Invoice No. G754

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

**INVOICE** —**Customer**

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

Date	2022-08-09
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 07/24/22 to 07/30/22	\$5,000.00	\$5,000.00

**Cheque to be made Payable to 11222074 Canada Ltd.**

## Professional Fees

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

<b>Payment Details</b>
<input type="radio"/> Cash
<input checked="" type="radio"/> Charge
<input type="radio"/> Credit Card
Name _____
CC # _____
Expires _____

Office Use Only
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Thank you!

## 11222074 Canada Ltd.

Invoice No. G755

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

**INVOICE =****Customer**

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

Date	2022-08-16
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 07/31/22 to 08/06/22	\$5,000.00	\$5,000.00

**Cheque to be made Payable to 11222074 Canada Ltd.**

Professional Fees

Payment Details	SubTotal	\$5,000.00
<input type="radio"/> Cash	Shipping & Handling	\$0.00
<input checked="" type="radio"/> Charge	Taxes	\$0.00
<input type="radio"/> Credit Card	PST	\$0.00
	GST	\$0.00
	<b>TOTAL</b>	<b>\$5,000.00</b>

Name	CC #
Expires	

Office Use Only
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Thank you!

## 11222074 Canada Ltd.

Invoice No. G756

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

**INVOICE****Customer**

Name	Gen7 Fuel Management	Date	2022-08-17
Address	3-1110 Highway 54	Order No.	
City	Caledonia	Rep	
Phone		FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 08/07/22 to 08/13/22	\$5,000.00	\$5,000.00

**Cheque to be made Payable to 11222074 Canada Ltd.**

## Professional Fees

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

**Payment Details**

Cash  
 Charge  
 Credit Card

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

Office Use Only

Thank you!

**Brian Page**

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**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**

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**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



### Account Opening Statement

Agent or Broker submitting Agreement (Name and Address)

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

Insured (Name and Address)

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

### Withdrawal details as of 27-Jul-2022

#### Date account will be debited

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

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

NOTE: All funds are in Canadian Dollars (CAD).

Any negative balance will be applied toward future installments.

### Installment Schedule

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

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

**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

**Payment schedule**

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

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

**Description of Policy(ies)**

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

(Policies continued on next page.)

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

**To the Agent or Broker**

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

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

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

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

**Funding release contingencies**

Release of funds on date specified is contingent upon:

29-Jul-2022

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.

**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-Butyl 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

<b>CURRENCY:</b>	CAD
<b>ADVANCED PREMIUM:</b>	\$80,700
<b>MINIMUM PREMIUM:</b>	\$20,175
<b>MINIMUM EARNED PREMIUM:</b>	\$20,175

**COMMISSION:** 12.5%

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

**Standard Terms and Conditions:**

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

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

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

Sincerely,

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



**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

**Payable to 11222074 Canada Ltd.**

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

Professional Fees

SubTotal	\$5,000.00
Shipping & Handling	\$0.00
Taxes	\$0.00
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!

## 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
Phone	ZIP N3W 2G9		

Date	2022-08-30
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Invoice For Consulting Services for Gen7 Management 50 Hours x \$100.00 per hour Period 08/21/22 to 08/27/22	\$5,000.00	\$5,000.00

**Payable to 11222074 Canada Ltd.**

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

Professional Fees

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

**Payment Details**

Cash  
 Charge  
 Credit Card

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

Expires \_\_\_\_\_

Office Use Only

Thank you!

## 11222074 Canada Ltd.

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

Invoice No. 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

**Payable to 11222074 Canada Ltd.**

EFT can be sent to:

Bank # - 002

Transit # - 00117

Account # 0067016

Credit: 11222074 Canada Ltd.

420 Cambridge Street

Winnipeg, MB R3M 3G7

Professional Fees

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

**Payment Details**

- Cash
- Charge
- Credit Card

Name

CC #

Expires

Office Use Only

Thank you!

## 11222074 Canada Ltd.

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

Invoice No. 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

**Payable to 11222074 Canada Ltd.**

EFT can be sent to:

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

Professional Fees

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

**Payment Details**

Cash  
 Charge  
 Credit Card

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

Expires \_\_\_\_\_

Office Use Only

Thank you!

**Brian Page**

---

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

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

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

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

**OTE** ORIGINAL TRADERS  
E N E R G Y

[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*

**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



**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 ?

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**

---

**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*

**Brian Page**

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

Brian

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

Tell GEN 7 to pay there FUCKEN BILLS OVER 8 MILLION LATE, LATE Payment fee 160,010.36 plus 60,010.36 USD TO OTE USA FOR BRIAN AND GLENNS fuck ups look in the mirror 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 isn't 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](mailto:austin.hill@originaltradersenergy.com)>; 'Gary Loft' <[Gary.Loft@originaltradersenergy.com](mailto: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

**AFFIDAVIT OF BRIAN PAGE**

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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.

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

PROCEEDING COMMENCED AT  
TORONTO

---

**MOTION RECORD OF OTE USA LLC**  
**(Production of Documents)**

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Counsel for OTE USA LLC

This is Exhibit "S" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway".

---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

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

B E T W E E N:

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

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

Applicants

**NOTICE OF MOTION**  
**(Third Stay Extension Order Relief)**  
**(returnable October 4, 2023)**

Original Traders Energy Ltd. (“**OTE GP**”), 2496750 Ontario Inc. (“**249**”), OTE Logistics LP (“**OTE Logistics**”) and Original Traders Energy LP (“**OTE LP**” and with OTE GP, 249 and OTE Logistics, collectively the “**Applicants**” and the “**OTE Group**”, variously) will make a motion to a Judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on October 4, 2023 via videoconference.

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

- in writing under subrule 37.12.1 (1);
- in writing as an opposed motion under subrule 37.12.1 (4);
- in person;
- by telephone conference;
- by video conference.

**THIS MOTION IS FOR:**

1. An Order (the “**Third Stay Extension Order**”), substantially in the form included in the Motion Record of the OTE Group, which, *inter alia*,
  - (a) Extends the Stay Period (term as defined in the Initial Order) to April 26, 2024;
  - (b) Amends the claims procedure approved pursuant to the Claims Procedure Order dated April 27, 2023 (the “**Claims Procedure**”) pursuant to which amendment the OTE Group, with the assistance of the Monitor (term as defined herein), will seek to identify, quantify and resolve certain claims by former employees;
  - (c) Approves a sale process for the business and property of the OTE Group, to be carried out by the Monitor, as detailed in the fifth report of the Monitor (the “**Fifth Report**”), excluding the assets identified at Schedule “A” to the Injunctive Order (term as defined herein); and
  - (d) Approves the Fifth Report and the activities and conduct of the Monitor in relation to the OTE Group and these CCAA proceedings;
2. Such further and other relief as this Court may find just.

**THE GROUNDS FOR THE MOTION ARE:***BACKGROUND*

1. The OTE Group functions as a wholesale fuel supplier which services mainly First Nations’ petroleum stations and First Nations’ communities across Ontario;
2. The OTE Group services a total of over 30 gas stations throughout Southern Ontario, with a majority of these gas stations situated on 9 different First Nations reserves in Southern Ontario;
3. On January 30, 2023, the Honourable Justice Osborne granted an initial order (the “**Initial Order**”) which, *inter alia*, appointed KPMG Inc. as monitor (in such capacity, the “**Monitor**”), provided protection to the OTE Group under the *Companies’ Creditors*

*Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) and granted expanded investigatory powers to the Monitor in light of concerns over potential misconduct against the OTE Group due to alleged actions of Glenn Page (“**Page**”) and Mandy Cox (“**Cox**”), among others;

4. On or about February 9, 2023, the Amended and Restated Initial Order (“**ARIO**”) was granted, which, *inter alia*, extended the Stay Period to April 28, 2023;
5. On March 15, 2023, the Honourable Justice Osborne granted an injunctive order (the “**Injunctive Order**”) which restrained Page, Cox and 2658658 Ontario Inc. from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named “Cuz We Can” (the “**Italian Yacht**”);
6. On March 21, 2023 and March 28, 2023, the Honourable Justice Osborne granted certain endorsements related to the Injunctive Order;
7. On April 28, the Honourable Justice Osborne granted an Order extending the Stay Period to August 4, 2023 and a Claims Procedure Order authorizing and directing the Monitor to carryout the Claims Procedure as described therein;
8. An Information Order was also granted on April 28, 2023 (the “**Information Order**”), by which AirSprint Inc. (“**AirSprint**”) was directed to provide to the Monitor or its counsel any requested information in connection with the ARIO issued by this Court on February 9, 2023 and any other Order of the Court, related to the OTE Group, the OTE Group Affiliates (as defined in the Information Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates;
9. On May 15, 2023, the United States Bankruptcy Court Southern District of Florida (Fort Lauderdale Division) granted the Monitor’s motion for provisional relief, which included, *inter alia*, the enjoinder of the disposition of the Italian Yacht and the proceeds of any sale thereof and the stay of the action in the United States District Court for the Eastern District of Michigan styled *OTE USA LLC v. ORIGINAL TRADERS ENERGY LP*, Case No. 2:23-cv-10152;

10. On May 31, 2023, the United States Bankruptcy Court Southern District of Florida (West Palm Beach Division) granted an Order recognizing the Canadian proceedings as a “foreign main proceeding” within the meaning of 11 U.S.C. § 1502 of the United States Bankruptcy Code, and granted certain other relief, including recognizing the Initial Order, the ARIES, and the Injunctive Order. All Orders granted by the U.S. courts are available on the Monitor’s Website;
11. On July 17, 2023, the Honourable Justice Kimmel granted various relief sought by the OTE Group in the form of the following Orders:
  - (a) an Order, among other things, extending the Stay Period to November 3, 2023; and
  - (b) an Order authorizing and directing the Monitor to conduct a sales process for the Italian Yacht and directing AirSprint to remit to the Monitor any funds, proceeds of sale or use of any aircraft or fractional ownership or other interests therein in which the OTE Group has claimed an interest;

*THIRD STAY EXTENSION ORDER*

Stay Extension

12. The current Stay Period in the CCAA proceedings expires on November 4, 2023, and the OTE Group seeks, *inter alia*, a third extension of the Stay Period to April 26, 2024;
13. The OTE Group has been acting and continues to act in good faith and with due diligence;
14. It is just and convenient and in the interest of the OTE Group and their stakeholders to extend the Stay Period;
15. The OTE Group will have sufficient funds to continue their operations and fund these CCAA proceedings through the proposed Stay Period;

Amendment to Claims Procedure

16. The OTE Group, with the assistance of the Monitor, has prepared a plan to significantly reduce the operations of the OTE Group (the “**Reduced Operations Plan**”) in order to reduce operating costs and conserve cash;
17. Certain employees and operations will and have been terminated in accordance with the Reduced Operations Plan;
18. The Monitor proposes an adjustment to the Claims Procedure to include the former employees of the OTE Group terminated during these CCAA proceedings (the “**Employees**”);
19. The Employee Restructuring Claims (term as defined in the Fifth Report) will be determined in accordance with “negative notice” employee claims procedures often used in CCAA proceedings, such that Employees will not be required to file proof of claim forms with respect to their claims if they agree with the amount set out in a notice to them;
20. The Employees need not submit any notice to the Monitor accepting their Employee Restructuring Claim, and the Employee Restructuring Claims, as prepared by the OTE Group in accordance with statutory entitlements under Ontario law, will be automatically accepted by the Monitor should a Notice of Dispute of Employee Restructuring Claim (term as defined in the Fifth Report) not be received in respect of an Employee Restructuring Claim;
21. If an Employee disagrees with the amount of its Employee Restructuring Claim as prepared by the OTE Group, such Employee will have an opportunity to dispute such claims and have them determined in accordance with the Claims Procedure Order;

Bid Process

22. The OTE Group, in consultation with the Monitor, has developed a sale process (the “**Bid Process**”) as a means of testing the market, gauging interest in the OTE Group and/or its assets and determining whether a sale transaction would result in greater monetization

than a liquidation of the property, assets and undertakings of the OTE Group (collectively, the “**Property**”);

23. The Bid Process is designed to maximize the value of the Property, and considers opportunities for both sales and/or partial sales of the Property;
24. The Bid Process is further described within the Fifth Report, and includes the following approximate deadlines:
  - (a) Sending an initial offering summary to potential interested parties – October 5, 2023;
  - (b) Deadline for interested parties to submit binding offers – November 10, 2023; and
  - (c) Closing of any such transaction(s) resulting from the submission of acceptable binding offers will occur as soon as practicable after Court approval is obtained;
25. The Bid Process has been developed in consultation with the Monitor and will be administered by the Monitor;

#### Approval of Fifth Report

26. The Monitor’s actions and activities, as further described in the Fifth Report, and up to the return date of the sought Order, are lawful and proper, and consistent with its powers and duties under the ARIO and the Initial Order;

#### *GENERALLY*

27. Circumstances exist that make the relief sought by the OTE Group appropriate;
28. The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;
29. The reasons set out in the Fifth Report;
30. The *Rules of Civil Procedure* (Ontario), RRO 1990, reg. 194;

31. The *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended; and
32. Such further and other grounds as counsel may advise and this Court may permit.

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

- (a) The Fifth Report, to be filed; and
- (b) Such further and other material as counsel may submit and this Court may permit.

Date: September 25, 2023

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*Lawyers for the OTE Group*

**TO: SERVICE LIST**

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

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

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

**Proceedings commenced at Toronto**

**NOTICE OF MOTION  
(Third Stay Extension Order Relief)  
(returnable October 4, 2023)**

**AIRD & BERLIS LLP**  
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*Lawyers for the OTE Group*

This is Exhibit "T" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

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

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

Applicants

**AIDE MEMOIRE OF  
GLENN PAGE AND 26586568 ONTARIO INC.  
(Motion for Appointment of a Chief Restructuring Officer)**

October 3, 2023

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Lawyers for Glenn Page and 2658658 Ontario  
Inc.

**TO: SERVICE LIST**

## A. OVERVIEW

1. There are three motions before the Court to be addressed on October 4, 2023:
  - (a) A motion to set aside/amend the Mareva. This motion has been settled and a form of order has been agreed among the parties.
  - (b) A motion for a sales process and other ancillary relief brought by the OTE Group<sup>1</sup>. Today's attendance was not originally scheduled for the hearing of this motion. The full set of materials was not delivered until September 29<sup>th</sup>. The motion, as framed, is opposed by Glenn Page and 26586568 Ontario Inc. (together referred to as “265”) and other stakeholders.
  - (c) A motion for the appointment of a Chief Restructuring Officer brought by 265.
2. Separately, there are production motions by OTE USA LLC and 265, which have been delivered, and they seek to schedule the motions in accordance with Justice Kimmel’s Endorsement of July 17, 2023.
3. The OTE Group requires independent management prior to any sales process. A Chief Restructuring Officer (“CRO”) will ensure an orderly restructuring or sale of the OTE Group, where the interest of all stakeholders are protected, free from any conflicting interests.
4. 265 has raised a number of concerns about conflicts of interest and a failure of the OTE Group to be fully transparent with this Court, all of which require the appointment of a CRO and the adjournment of the sale process motion.
5. 265 has delivered a Notice of Examination for the affiant, Scott Hill, for October 12, 2023, Scott Hill is a director and officer of OTE GP. This Honourable Court cannot adjudicate on the full extent of Scott Hill’s conflict of interest without the benefit of the cross-examination.

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<sup>1</sup> Original Traders Energy Ltd. (“OTE GP”), 2496750 Ontario Inc. (“249”) and the Limited Partnership OTE LP (“OTE LP”) (collectively, the “OTE Group”).

*(i) The Role of Scott Hill and Miles Hill in the OTE Group*

6. OTE LP is a limited partnership formed to carry on the business of blending and selling gasoline to independent gas station businesses on First Nations reserves at advantageous prices.

7. Since July 2022, Scott Hill has managed the OTE Group and has sworn numerous affidavits on behalf of the Applicants in this proceeding. Miles Hill is the Vice-President of OTE GP. It is unclear whether he has any day-to-day responsibility for the operations of OTE GP.<sup>2</sup> Both have shareholding and other financial interests in the OTE Group.

8. The OTE Group has blending locations which were operational at the outset of the CCCA proceedings—Tyendinaga, Whitefish<sup>3</sup> and Six Nations<sup>4</sup>. Each of these blending sites are subject to legislation.

9. To execute on OTE LP's business strategy, it was critical that Indigenous individuals with status under the *Indian Act* hold a majority interest in OTE LP and its general partner—in this case, Miles Hill and Scott Hill.

10. Scott Hill and Miles Hill are each registered as an “Indian” within the meaning of the *Indian Act* and each is a member of the Six Nations of the Grand River residing on the Six Nations Reserve in Ontario.

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<sup>2</sup> Motion Record of the Respondents (“**MR Respondents**”), Tab 4, Affidavit of Brian Page sworn September 22, 2023, para 30, p. 420.

<sup>3</sup> Provisions of the Framework Agreement on First Nation Land Management, the Framework Agreement on First Nation Land Management Act, SC 2022, c 19, s 121 and the Atikameksheng Anishnawbek (Whitefish Lake) Land Management Code 2008 apply to the possession and use of lands on the reserve that the Whitefish blending location is located.

<sup>4</sup> Provisions of the *Indian Act*, RSC 1985, c I-5 apply to the possession and use of lands on the reserves that the Tyendinaga and Six Nations blending locations are located.

11. Scott Hill exercises control over the Six Nations Blending Location through a certificate of possession for the land held in his name.<sup>5</sup> The Six Nations Blending Location currently houses significant assets of the OTE Group after the discontinuance by Scott Hill of the other blending sites.

12. Scott Hill has deposed there is an “informal, oral lease agreement in place” for the OTE Head Office and Six Nations Blending Location (of which he is personally the counterparty).<sup>6</sup> No ministerial approval was obtained in respect of this lease.<sup>7</sup>

13. The situation for the two other blending locations is different and does not give rise to the same conflicting interests:

- (a) **Tyendinaga Blending Location** – A formal written lease, with a term of 20 years commencing as of February 2020, was concluded between Tom Maracle (an arms’ length party who holds the certificate of possession) and OTE LP. The lease purports to not be a lease entered into pursuant to the *Indian Act*, was not subject to ministerial approval pursuant to the *Indian Act*, and according to its terms is not assignable without the consent of the landlord.<sup>8</sup>
- (b) **Whitefish Blending Location** – Subject to a head lease between Atikameksheng Anishnawbek First Nation and Chi-Zhiingwaak Business Park Inc., and a sub-lease between Chi-Zhiingwaak Business Park Inc. and OTE LP. The sub-lease interest

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<sup>5</sup> MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, para 14, p. 127.

<sup>6</sup> *Indian Act*, RSC 1985, c I-5, [s. 28\(1\)](#).

<sup>7</sup> MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, para 2, p. 123.

<sup>8</sup> MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, para 2, p. 124; MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde sworn October 2, 2023, Exhibit A, p. 149, 157.

of OTE LP is for a term of 35 years commencing September 2021 and is registered on First Nation Lands Register.<sup>9</sup> The sub-lease is assignable.<sup>10</sup>

***(ii) Scott Hill Directed the Discontinuation of Operations and Concentration of Assets on the Six Nations Blending Location***

14. At some point following the Fourth Report of the Monitor, issued July 12, 2023, the Tyendinaga and Whitefish Blending Locations (the “**Discontinued Locations**”) were discontinued.

15. All movable assets and equipment belonging to the OTE Group were removed from the Discontinued Locations and transferred to the Six Nations Blending Location.

16. The OTE Group and Scott Hill first disclosed these facts to OTE Stakeholders and this Court in Scott Hill’s Seventh Affidavit, sworn September 25, 2023.

17. In addition, Scott Hill deposed that “certain key customers have ceased their relationships with the OTE Group”, resulting in a loss of revenue, and so the OTE Group devised a Reduced Operations Plan “with the assistance of the Monitor”<sup>11</sup> resulting in the Discontinued Locations.

18. To date, there has been no explanation as to what key customers were lost or why they were lost. There is no disclosure as to whether the lost customers include the three stations which are run or owned by Miles Hill (Townline Variety, Bearpaw Gas Bar)<sup>12</sup> or by Scott Hill (Renmar Energy).<sup>13</sup>

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<sup>9</sup> MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, para 2, p. 124.

<sup>10</sup> MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, Exhibit B, Affidavit of Scott Hill, p. 180.

<sup>11</sup> Motion Record of the Applicants, Tab 3, Seventh Affidavit of Scott Hill, sworn September 25, 2023, paras 26-28, PDF p. 29.

<sup>12</sup> MR of the Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, para 39, 43, pp. 134-145.

<sup>13</sup> MR of the Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, para 50, 43, p. 135.

19. Equally, there has been no explanation as to why all the operations were moved exclusively to the Six Nations Blending Location. There has also been no details as to the involvement of the Monitor in this process.

*(iii) The Hills are in a Fundamental Conflict of Interest*

20. The OTE Group's proposed bid process:

- (a) contemplates, as clarified in the Monitor's Fifth Report, that offers for the business and property of the OTE group shall be subject to the approval of the OTE Group, which is managed by Scott Hill and Miles Hill<sup>14</sup>;
- (b) does not address Scott Hill's conflict of interest;
- (c) does not address the fact that Scott Hill received his units of OTE LP on the understanding and with the expectation that OTE LP would receive the benefit of his certificate of possession in respect of the Six Nations Premises. OTE LP invested in the Six Nations Premises on this same basis and with this same expectation.

21. No buyer of the OTE Group assets will be able to conduct the business of the Six Nations Blending Location without the approval and cooperation of Scott Hill in his capacity as holder of the certificate of possession.

22. Scott Hill and Miles Hill cannot be objective in the bid process or the management of the businesses given their conflicting interest. Further, the Hills do not have adequate business experience to assess the viability of any potential bid.

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<sup>14</sup> MR Respondents, Tab 2, Affidavit of Lauren Nixon, sworn October 2, 2023, Exhibit C, para 38(vii) p. 58.

**B. THE SALES PROCESS MOTION MUST BE ADJOURNED**

23. This hearing date was not scheduled to hear the sales process motion brought by the OTE Group. This hearing was originally scheduled for the motion to set aside the Order of Justice Osborne dated March 15, 2023<sup>15</sup> and for production of financial documentation by the OTE Group and the Monitor.

24. The complete materials for the sales process motion were not delivered until September 28, 2023. Those materials raise material issues of concern which must be addressed before that motion is heard.

25. There is no reason that the sales process motion must proceed on October 4, 2023. The Stay Period does not expire until November 3, 2023. While 265 is not opposed in principle to the commencement of a sale, there are issues concerning the administration of the sale and the restructuring that must be ironed out before the sales process motion and sale can take place. 265 must have an opportunity to cross-examine Scott Hill on these issues including the question of the extent of his and Miles Hill's conflicts of interest and competency to successfully restructure the OTE Group.

26. These issues include:

- (a) The reasons for the loss of key customers and the details regarding which customers these are;
- (b) The reasons for the removal of operations and assets from the Discontinued Locations;

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<sup>15</sup> MR Respondents, Tab 2, Affidavit of Lauren Nixon, sworn October 2, 2023, Exhibit A, p. 34.

- (c) The reasons for the non-disclosure of Mr. Hill's certificate of possession and lease for the Six Nations Blending Location to this Court;
- (d) The potential illegal import of machinery for the manufacture of tobacco products<sup>16</sup>;
- (e) The potential deliberate transition of the business of OTE LP or OTE Logistics LP to other parties in which he may hold an interest or gain a benefit;
- (f) The failure to remit taxes<sup>17</sup>; and
- (g) The financial statements of the OTE Group include notes payable by Scott and Miles Hill.<sup>18</sup>

27. In their factum, the OTE Group does not address any of the above issues. Further, OTE USA LLC has raised over 15 questions by letter to the Monitor respecting the Monitor's Fifth Report.<sup>19</sup> Those questions remain unanswered.

### **C. APPOINTMENT OF CHIEF RESTRUCTURING OFFICER**

#### *(i) William Aziz of BlueTree Advisors is an Appropriate CRO*

28. William Aziz, President and CEO of BlueTree Advisors, ought to be appointed as the CRO.<sup>20</sup> The appointment of a CRO is appropriate where such expertise will assist the Applicants in achieving the objectives of the CCAA.

29. Scott Hill and Miles Hill are incapable of protecting the interests of all stakeholders and successfully restructuring the OTE Group. The OTE Group requires an independent CRO free of

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<sup>16</sup> MR Respondents, Tab 4, Affidavit of Brian Page sworn September 22, 2023, para 65, p. 431.

<sup>17</sup> MR Respondents, Tab 4, Affidavit of Brian Page sworn September 22, 2023, para 5, p. 411.

<sup>18</sup> MR Respondents, Tab 4, Affidavit of Brian Page sworn September 22, 2023, para 122, p. 106.

<sup>19</sup> MR Respondents, Tab 3, Affidavit of Elizabeth Lalonde, sworn October 2, 2023, Exhibit TT, pp. 396-399.

<sup>20</sup> MR Respondents, Tab 2, Affidavit of Lauren Nixon, sworn October 2, 2023, Exhibit I, p. 109.

conflict and with the business acumen necessary to achieve a restructuring of the OTE Group. That CRO is Mr. Aziz:

- (a) Mr. Aziz is independent and has no relation with the OTE Group;
- (b) Mr. Aziz is a respected insolvency and restructuring specialist with 34-years of corporate restructuring experience, including in formal proceedings under the *CCAA* and *Bankruptcy and Insolvency Act*;
- (c) Mr. Aziz has a proven track record as a CRO and has acted as CRO of the Toronto Star Group, JTI Macdonald, US Canada Steel;
- (d) Mr. Aziz can lead discussions on marketing assets of the OTE Group on behalf of the OTE Group; and,
- (e) Mr. Aziz has consented to being appointed CRO.<sup>21</sup>

30. In short, the appointment of Mr. Aziz will ensure decisions made concerning the OTE Group will be independent and conducted with the business skills necessary in a CCAA situation by a party experienced in these matters.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 3<sup>rd</sup> day of October, 2023.



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Per: Monique J. Jilesen

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<sup>21</sup> MR Respondents, Tab 2, Affidavit of Lauren Nixon, sworn October 2, 2023, Exhibit I, p. 109.

ORIGINAL TRADERS ENERGY LTD. Et al  
Applicants

-and- GLENN PAGE et al.  
Respondents

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AIDE MEMOIRE OF  
GLENN PAGE AND 2658658 ONTARIO INC.  
(Motion for Appointment of a Chief Restructuring Officer)**

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Lawyers for the Respondents, Glenn Page and 2658658 Ontario Inc.

This is Exhibit "U" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway".

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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



## SUPERIOR COURT OF JUSTICE

**COUNSEL SLIP**COURT FILE NO.: CV-23-00693758-00CLDATE: October 4, 2023REGISTRAR: Teodoro OlasoNO. ON LIST: 1

**TITLE OF PROCEEDING:** Original Traders Energy Ltd. Inc., et al vs. His Majesty The King In Right Of Ontario as Represented By the Ministry of Finance, et al

**BEFORE JUSTICE:** JUSTICE STEELE

**PARTICIPANT INFORMATION****For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info
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2496750 Ontario Inc.	Martin Henderson	<a href="mailto:mhenderson@airdberlis.com">mhenderson@airdberlis.com</a>

**For Defendant, Respondent, Responding Party, Defence:**

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**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info

**ENDORSEMENT OF JUSTICE STEELE:**

- (1) The parties advised that they have settled their dispute related to the Mareva and provided the Court with a draft consent order.
- (2) The other motions scheduled for today are adjourned on consent.
- (3) Motions scheduled for October 12, 2023 at noon (one hour). The parties were advised that the Court has only a one-hour time slot on October 12, 2023 to address urgent matters. Counsel were asked to coordinate in advance of the date to ensure that the motion(s) before the Court on October 12, 2023 may be heard in the one hour. Any other non-urgent motion(s) may be scheduled for a later date.
- (4) The applicant shall post a copy of this endorsement and attached order in Caselines in an Orders and Endorsements section.
- (5) Order attached.



This is Exhibit "V" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



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

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

THE HONOURABLE ) WEDNESDAY, THE 4<sup>th</sup>  
JUSTICE STEELE )  
 ) DAY OF OCTOBER, 2023

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

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

**ORDER  
(Motion to Set Aside Mareva Injunction)**

**THIS MOTION**, made by the Respondents, Glenn Page, 2658658 Ontario Inc. and Mandy Cox, for an order setting aside the Order of Osborne J. dated March 15, 2023 (the "**Mareva Order**") and for production of certain financial information by the Monitor and/or the OTE Group, was heard this day at the Court House, 330 University Avenue in Toronto, Ontario.

**WHEREAS** on March 15, 2023, this Court heard a motion by the OTE Group (the "**Mareva Injunction Motion**") and issued the Mareva Order restraining the Respondents from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to the Mareva Order and to this Order.

**AND WHEREAS** on April 28, 2023, this Court further directed by way of the Endorsement of Justice Osborne (the "**April 28, 2023 Endorsement**") that, *inter alia*, the affidavits referred to in paragraph 6 of the Mareva Order shall be delivered within 30 days of the April 28, 2023 Endorsement, or such other date as the Respondents, the OTE Group, and the Monitor agree in writing.

**AND WHEREAS** in accordance with the April 28, 2023 Endorsement, the Respondents, the OTE Group and the Monitor agreed in writing to further extend the delivery of affidavits referred in paragraph 6 of the Mareva Order to July 18, 2023.

**AND WHEREAS** on July 17, 2023, this Court ordered that the Respondents' obligations under paragraphs 6 and 7 of the Mareva Order be revisited at the return of this motion.

**AND ON BEING ADVISED** that the Respondents' motion requesting production of financial information by the Monitor and/or OTE Group is being adjourned on consent to a date to be set;

**ON READING** the Affidavits of Lauren Nixon sworn July 11, 2023 and September 8, 2023, and the exhibits thereto, the Affidavit of Keely Kinley sworn July 15, 2023, and the exhibits thereto, and the Affidavits of Samantha Boghossian sworn July 11, 2023 and September 8, 2023, and on being advised by counsel appearing on this motion that the parties consent to the relief described below,

1. **THIS COURT ORDERS** that paragraphs 6, 7 and 8 of the Mareva Order are hereby deleted.
2. **THIS COURT ORDERS** that there shall be no costs to any party for the Mareva Injunction Motion.
3. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order without the need for entry or filing.



Digitally signed  
by Jana Steele  
Date: 2023.10.04  
10:57:08 -04'00'

**SCHEDULE "A"**

**ASSETS:**

**COLLATERAL DESCRIPTION**

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

**COMMON DESCRIPTION**

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

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

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

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

PROCEEDING COMMENCED AT TORONTO

**ORDER**  
(Motion to Set Aside Mareva Injunction)

419

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Lawyers for the Respondents,  
Glenn Page and 2658658  
Ontario Inc.

This is Exhibit "W" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**ORIGINAL TRADERS ENERGY LTD. ET AL.**

**SUPPLEMENT TO THE FIFTH REPORT OF KPMG INC.,  
IN ITS CAPACITY AS MONITOR**

**October 6, 2023**

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**APPENDICES****APPENDIX “A” – Fifth Report (without appendices)****APPENDIX “B” – Amended Bid Process****APPENDIX “C” – Redline to Bid Process****APPENDIX “D” – Letter from Paliare Roland, Counsel of OTE USA****APPENDIX “E” – Letters from Counsel of the Mareva Respondents****APPENDIX “F” – Information Order dated April 27, 2023****APPENDIX “G” – Monitor’s Response to Counsel of the Mareva Respondents**

***ONTARIO***

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

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

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

**SUPPLEMENT TO THE FIFTH REPORT OF KPMG INC.  
In its capacity as Monitor of the OTE Group**

**October 6, 2023**

## I. INTRODUCTION

1. This supplementary report (the “**Supplemental Fifth Report**”) supplements the Fifth Report dated September 28, 2023 (the “**Fifth Report**”) of KPMG Inc. in its capacity as the Monitor of the OTE Group (in such capacity, the “**Monitor**”). This Supplemental Fifth Report should be read in conjunction with the Fifth Report as information contained in the Fifth Report, including a more detailed background on these proceedings, has not been repeated herein to avoid duplication. Capitalized terms not otherwise defined herein have the meanings set out in the Fifth Report. A copy of the Fifth Report, without appendices, is attached hereto as **Appendix “A”**.

## II. BACKGROUND

2. The Monitor’s Fifth Report was prepared in connection with a hearing scheduled before this Court on October 4, 2023. Prior to the service of the Fifth Report, two parties had served motion materials in connection with the October 4<sup>th</sup> Court time:
  - (i) On September 22, 2023, counsel to OTE USA LLC (“**OTE USA**”) served motion materials seeking an Order, among other things:
    - (a) directing the Monitor to establish a data-room accessible to OTE USA, and others if appropriate, subject to the implied undertaking rule, and on such additional terms as the relevant parties may agree or the Court may direct; and
    - (b) directing the Monitor, Original Traders Energy LP and Original Traders Energy Ltd. (“**OTE GP**”) as General Partner of Original Traders Energy LP, and other custodians of documents to be identified, to populate the data room with the documents responding to a document production protocol as agreed by the parties or ordered by this Court, for the purposes of, among other things, adducing evidence in respect of Scott Hill and Miles Hill or persons or entities affiliated with them, and accounting for the wrongful use or receipt of funds, payment or benefits to Scott Hill, Miles Hill or persons or entities affiliated with them, in respect of the Applicants.
  - (ii) On September 25, 2023, counsel to the OTE Group served motion materials seeking an Order (the “**Third Stay Extension Order**”), among other things:
    - (a) extending the Stay Period (as defined in the Initial Order) to April 26, 2024;

- (b) amending the claims procedure pursuant to the Claims Procedure Order granted by this Court dated April 27, 2023 (the “**Claims Procedure**”) pursuant to which amendment the OTE Group, with the assistance of the Monitor, will seek to identify, quantify and resolve certain claims by former employees;
- (c) approving a sale process for the business and property of the OTE Group (the “**Bid Process**”), to be carried out by the Monitor, as detailed in the Fifth Report;
- (d) approving the Fifth Report and the activities and conduct of the Monitor in relation to the OTE Group and these CCAA Proceedings.

3. The Monitor supported the relief sought by the OTE Group for the reasons set out in the Fifth Report.

4. On October 2, 2023, counsel to the Mareva Respondents served a motion returnable on October 4, 2023, seeking an Order (the “**CRO Order**”), among other things:

- (i) appointing William Aziz of BlueTree Advisors as Chief Restructuring Office (“**CRO**”) of the OTE Group;
- (ii) directing Scott Hill and Miles Hill to fully cooperate with the CRO;
- (iii) directing that any sales process for the OTE Group’s assets include the Certificate of Possession currently held by Scott Hill for Lot 32-7 Concession 1 Township Tuscarora CLSR 65905, the parcel on Six Nations Reserve No. 40 where the OTE Head Office and the Six Nations Blending Location are located; and
- (iv) the adjournment, if necessary, of the OTE Group’s motion for the Third Stay Extension Order.

5. The OTE Group, the Mareva Respondents, OTE USA, and the Monitor agreed to adjourn the above relief to a later date. In connection therewith, the Court scheduled a hearing for October 12, 2023, following the parties’ attendance on October 4<sup>th</sup>.

**III. PURPOSE OF THE REPORT**

6. As discussed further below, the Monitor is seeking an Order (the “**Monitor’s Enhanced Powers and Amended Bid Process Approval Order**”), among other things:

- (i) providing the Monitor with enhanced powers in connection with the business and property of the OTE Group; and
- (ii) approving an amended bid process for the sale of the assets of the OTE Group to be carried out by the Monitor (the “**Amended Bid Process**”).

7. The purpose of this Supplemental Fifth Report is to provide the Monitor’s views on the relief to be sought on October 12<sup>th</sup>, and to provide further information to the Court in response to certain queries from stakeholders following the Fifth Report.

8. The Supplemental Fifth Report provides the Court with:

- (i) the Monitor’s position that the appointment of a CRO is inappropriate and unnecessary, given (among other things) the significant time and costs that will need to be expended in connection therewith and the fact that the business operations of the OTE Group have been significantly reduced in light of the loss of customers as noted in the Fifth Report and the Supplemental Fifth Report;
- (ii) the Monitor’s position that it is appropriate to enhance the Monitor’s powers to address concerns raised by OTE USA and the Mareva Respondents regarding transparent and independent governance of the OTE Group during the Amended Bid Process (as defined below) and on an ongoing basis;
- (iii) the Monitor’s proposed amendments to the Bid Process to address concerns raised with the Monitor;
- (iv) an update on the status of the Monitor’s review of the books and records of the OTE Group;
- (v) additional details regarding the Reduced Operations Plan (as defined below); and
- (vi) certain correspondence regarding the AirSprint Letters.

#### **IV. ENHANCED POWERS OF THE MONITOR**

9. The OTE Group opposes the appointment of a CRO. The Monitor understands that Scott Hill, the director and President of OTE GP, is prepared to resign on the condition that the CRO is not appointed and that, as an alternative, the Monitor is granted enhanced powers. Miles Hill has previously resigned from his positions and is no longer affiliated with the OTE Group entities.

10. The Monitor is of the view that, in the circumstances and regardless of whether or not Scott Hill resigns as a director and President, it would be appropriate for the Monitor to be granted expanded “super monitor” powers in connection with the OTE Group. Among other things, in the Monitor’s Enhanced Powers and Amended Bid Process Approval Order, the Monitor seeks the power to enable it to, as the Monitor deems necessary:
  - (i) manage the business of the OTE Group;
  - (i) protect and preserve the property of the OTE Group;
  - (ii) conduct the Amended Bid Process;
  - (iii) work with the various stakeholders;
  - (iv) oversee and direct the preparation and dissemination of financial and other information of the OTE Group; and
  - (v) file an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”) on behalf of the OTE Group or any of the OTE Group entities.
11. The expansion of powers sought by the Monitor, which would allow the Monitor to function as a “super monitor”, are not uncommon in CCAA Proceedings, including where the directors of a debtor entity resign. This Court has already found that it was necessary and appropriate to grant the Monitor expanded powers at the outset of the CCAA Proceedings. The enhanced powers requested by the Monitor will ensure that the Monitor’s investigation is not impeded and will provide the required independent oversight and governance to allow the Monitor to continue its investigations for the benefit of the stakeholders of the OTE Group. As an officer of the Court, the Monitor has, and will continue to, exercise its enhanced powers in a fair and impartial manner under the supervision of the Court.
12. An order enhancing the powers of the Monitor is a far better alternative than the appointment of a CRO because, among other things:
  - (i) the Monitor can quickly transition to its enhanced role given the necessary knowledge it has accumulated pertaining to the OTE Group through its role as the Monitor commencing January 2023 along with months of involvement previous to its appointment; and

- (ii) additional costs would need to be incurred should a CRO be appointed, as the CRO would need to, among other things, spend time obtaining appropriate background on the OTE Group and the CCAA Proceedings and retain additional legal counsel.

13. The Monitor is of the view that the enhanced powers sought are reasonable and appropriate in the circumstances. The Monitor understands that the relief sought is supported by the OTE Group and the Royal Bank of Canada (“**RBC**”) as the OTE Group’s secured lender. The Monitor’s enhanced powers will address concerns raised regarding governance of the OTE Group for the benefit of creditors and will not prejudice any stakeholders.

**V. AMENDMENTS TO THE BID PROCESS**

14. Pursuant to the Monitor’s Enhanced Powers and Amended Bid Process Approval Order, the Monitor is also seeking certain amendments to the Bid Process originally appended to the Monitor’s Fifth Report. The Amended Bid Process is appended hereto at **Appendix “B”**, and a redline to the version appended to the Fifth Report is appended hereto at **Appendix “C”**.

15. As described in the Fifth Report, certain time limited gas licenses and fuel licenses (the “**Gas and Fuel Licenses**”) are expiring on December 31, 2023 and as a result, the Monitor is of the view that the sale process of the OTE Group’s assets and property should commence as soon as possible.

16. Based on discussions with the Mareva Respondents and the counsels representing the landlords of the three blending locations Tyendinaga, Whitefish and Six Nations (collectively the “**Fuel Blending Locations**”), the Monitor understands that there is uncertainty surrounding the ownership of the fuel blending equipment on the Fuel Blending Locations. In particular, the Monitor received a letter dated October 3, 2023, from the counsel to the landlord of the Whitefish blending location notifying the Monitor of their engagement to review the Whitefish lease and consider the rights of the Whitefish landlord to the fuel blending equipment on the premises. In light of the forgoing, the Monitor seeks to amend the Bid Process to make it clear that the Property being sold at this time consists of any right, title and interests of the OTE Group in the chattels identified as Schedule 1 to the Amended Bid Process. However, if a bidder wishes to negotiate the potential use of leased premises or fixtures as part of its bid, the Monitor will use its best reasonable efforts to arrange for discussions between Qualified Bidders (as defined in the Amended Bid Process) and applicable landlords but the Monitor can make no assurances as to the assignability of any interests in the OTE Group to leased premises or fixtures claimed by any landlord, lessor or licensor.

17. If the consummation of a Successful Bid (as defined in the Amended Bid Process) requires the resolution of any disputes as to the ownership, interests, and rights of the OTE Group in any premises or fixtures, the Monitor intends to seek further direction of the Court regarding the determination by the Court of such disputes after the conclusion of the Amended Bid Process.
18. As described in the Fifth Report, per the review of the Monitor's independent counsel, Bennett Jones LLP, security granted by the Limited Partnerships to RBC is valid and enforceable. As a result, following discussions with RBC, RBC will be granted certain consultation rights relating to the Amended Bid Process in its capacity as a secured lender to the OTE Group.
19. The Amended Bid Process will allow the Monitor to effectively canvass the market for the assets of the OTE Group to ensure that value is maximized for stakeholders prior to the expiry of the Gas and Fuel Licenses. The Monitor is not aware of any opposition to the Amended Bid Process, and believes the relief sought is fair and reasonable.

## **VI. ADDITIONAL RELIEF SOUGHT**

20. The Monitor understands that the OTE Group intends to serve an amended motion record seeking the approval of an Order approving substantially the same relief originally sought in the Third Stay Extension Order (except for the approval of the Bid Process, given that the Monitor is now seeking approval of the Amended Bid Process). For the reasons set out in the Fifth Report, the Monitor continues to support the other relief (including an extension of the stay of proceedings under the CCAA) sought by the OTE Group and believes it is fair and reasonable in the circumstances.

## **VII. STATUS OF BOOKS AND RECORDS**

21. At the commencement of the CCAA Proceedings, as described in the Pre-filing Report and the Hill Affidavit, a significant amount of the business and financial records of the OTE Group were missing and/or allegedly withheld by Page. Per the Hill Affidavit, the completeness of the books and records were negatively impacted by the following:
  - (i) the business records of the OTE Group had not been maintained at the head office of OTE LP but were primarily in the possession of Page and others directed by him at an office they had set up in Burlington, Ontario. The OTE Group's personnel did not have access to that office or to many business records which were under the control of Page, including accounting, payroll, purchasing, logistics, IT services, document creation and retention, and email communications;

- (ii) OTE Group's personnel were locked out of their business information systems, which continued to be controlled by Page and others directed by him after his departure on July 14, 2022, until early September of 2022. Although the OTE Group's personnel had operational access to those systems prior to Page's resignation, their user credentials and authorizations were ultimately in his control and were terminated by him. This continued despite his resignation. Page and others directed by him frustrated and delayed efforts by the OTE Group's personnel to obtain user credentials and authorizations to control and maintain those systems; and
- (iii) when the OTE Group's personnel were able to obtain user credentials for and control over its business information systems, it was discovered that Page and others directed by him had deleted the contents of their e-mail inboxes for OTE LP and OTE Logistics.

22. As a result of the above, the financial information and records of the OTE Group for the period from January 1, 2021 to August 31, 2022 are unreliable and incomplete.

23. Shortly after the OTE Group filed for CCAA protection, in connection with its investigatory powers and in an effort to establish a more complete set of books and records, the Monitor sent 38 letters (the "**Information Request Letters**") to 38 parties (collectively, the "**Requested Parties**") who may have been in possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**").

24. As at the date of this report, the Monitor received 31 responses in connection with the Information Request Letters. In a number of cases, one respondent responded on behalf of multiple parties. The material information provided in the responses received to date consisted of the following:

- (i) a complete set of bank statements provided by RBC for the years 2018 to 2022;
- (ii) a USB drive provided by Page on or about July 21, 2023, containing a Microsoft Outlook data file of the e-mail account used during Page's employment with the OTE Group that the Monitor was advised by Page's counsel was discovered by Page in a motor vehicle;
- (iii) information from Pride Marine Group pertaining to the Italian Yacht, particularly wire transfer details, purchase details, and related agreements;

- (iv) information from AirSprint with respect to the OTE Claimed AirSprint Property and aircraft usage, which was disclosed pursuant to the order of the Court made on April 27, 2023;
- (v) books and records relating to the 2017 to 2021 review engagements performed preceding the commencement of CCAA Proceedings by Pettinelli;
- (vi) previous investigative documents as part of an investigation performed by AM Law;
- (vii) physical books and records, provided by Page, containing an assortment of documentation, such as contracts/agreements, e-mails, invoices, and historical financial statements;
- (viii) an assortment of books and records (finance and tax documentation, driver logistics, marketing, HR/administrative, contracts/agreements, e-mails, invoices/bills of lading/fuel price lists, etc.) provided by certain law firms representing Page, Brian Page, Mandy Cox and Kellie Hodgins; and
- (ix) contracting summaries and consulting agreements from Claybar Contracting Inc. and CCD Investments Inc.

25. The Monitor is in the process of reviewing the limited Requested Information received from the Requested Parties. The Monitor is also working to recreate the historical business details of OTE based on a complete set of banking information provided to the Monitor by RBC (the “**Historical Transactions Review**”).

26. At the date of this report, the Historical Transactions Review is ongoing. In addition to trying to establish as complete a picture as possible of the books and records of the OTE Group, the purpose of the Monitor’s Historical Transactions Review includes seeking to understand the purpose of any payments and transfers of property made by or from the OTE Group to determine if such payments and transfers are for legitimate business purposes in connection with the OTE Group’s business or may constitute accounting errors, preferences, transactions at undervalue misappropriated funds or property or other reviewable transactions for which repayment should be sought from the recipients for the general benefit of the OTE Group’s creditors.

27. The ongoing Historical Transaction Review will assist the Monitor’s ongoing investigation for the benefit of the creditors of the OTE Group. The Monitor intends to report to the Court on its findings in due course and seek any further directions in respect thereof.

## VIII. REDUCED OPERATIONS PLAN

### Challenges Facing the Business

28. As noted in the Monitor's Fifth Report, the OTE Group has been forced to implement a Reduced Operations Plan due to the loss of key customers and other factors. Following the delivery of the Fifth Report, the Monitor's counsel received a letter dated October 1, 2023 from Paliare Roland, counsel for OTE USA, with certain questions on the information set out in the Fifth Report relating to the Reduced Operations Plan. A copy of that letter is attached as **Appendix "D"**. While the Monitor does not view all of the enquiries as relevant to the Amended Bid Process and many of the enquiries appear to be oriented toward litigation, which is stayed by virtue of the CCAA Proceeding, the Monitor believes it would be helpful to provide additional details relating to the Reduced Operations Plan for the benefit of the Court and all creditors.
29. Since the commencement of the CCAA Proceedings, the OTE Group has faced a variety of challenges, including but not limited to competitors pursuing OTE Group's customers with the promises of reduced pricing, and reduced vendor terms. Furthermore, the OTE Group, despite its best efforts, has had challenges retaining its customers given the uncertainty of the CCAA Proceedings. Customers have been concerned about the OTE Group's viability and its ability to emerge from the CCAA Proceedings. Collectively, these challenges have had an unfavourable impact on the sales volumes of the OTE Group.
30. To mitigate the financial impact of the above challenges, the OTE Group implemented several initiatives, including price increases, discontinuation of fuel blending activities and other cost reduction activities.
31. In late July 2023, the Monitor was made aware that two customer gas stations related to Miles Hill, a related party, made the decision to discontinue further purchases of fuel from the OTE Group. The loss of these gas stations resulted in a reduction of approximately 30% of the sales volumes. As described in the Fifth Report, the industry that the OTE Group operates in requires high sales volumes to be profitable, and the reduced sales volumes due to the departure of key customers has therefore had a significant adverse impact on the OTE Group's financial position.
32. In response, the OTE Group, with the assistance of the Monitor, reviewed additional mitigation strategies and scenarios to reduce the cash loss resulting from the lost sales volumes. Ultimately, a plan was prepared to reduce the scale of operations of the OTE Group (the "**Reduced Operations Plan**") in order to reduce the operating costs, overhead costs and conserve liquidity.

33. As mentioned above, there are three Fuel Blending Locations: Tyendinaga, Whitefish, and Six Nations. Based on the analysis completed by the OTE Group, with the assistance of the Monitor, it appears the vast majority (approximately 90%) of the customers of the OTE Group were serviced through the Six Nations blending location.
34. Consequently, operations at the Tyendinaga and Whitefish blending locations were discontinued on August 31, 2023 and September 8, 2023, respectively (collectively, the “**Discontinued Locations**”) and 15 personnel were terminated while one individual resigned. Furthermore, as part of the Reduced Operations Plan, two personnel were terminated and seven individuals have resigned at the Six Nations blending location, as at the date of this report.
35. Additional headcount reductions are currently under consideration at Six Nations as the OTE Group continues to streamline its operations to preserve cash.

#### **Status of the Assets**

36. Any assets, with the exception of fuel blending equipment and other immovable assets, have been transferred from the Discontinued Locations to the Six Nations blending location. This transfer of movable assets to one location was necessitated to ensure that landlords and other persons at the remote locations did not seek to improperly distress or otherwise interfere with the removal of those assets in the event that disputes relating to the leased locations arose. The transfer of the movable assets was done under the supervision of the Monitor to ensure that the assets were secured and available for easy inspection by the Monitor and potential purchasers upon the launch of any sale process.
37. Security has also been arranged with respect to the Discontinued Locations in order to safeguard the fuel blending equipment as the Amended Bid Process is conducted.
38. To ensure the Amended Bid Process is conducted efficiently and effectively, the movable assets and vehicles were transferred and consolidated at the Six Nations blending location. In the event that an interested party wanted to inspect the assets and vehicles for sale as part of the Amended Bid Process, such inspections for Qualified Bidders will be arranged through the Monitor at the Six Nations blending location.
39. In advance of the Amended Bid Process, the Monitor’s representative has physically visited the Six Nations site to confirm that the chattels and vehicles to be sold under the Amended Bid Process

(the “**Assets for Sale**”) are at the Six Nations location. A listing of the Assets for Sale is attached as Schedule 1 to the Amended Bid Process.

## IX. AIRSPRINT LETTERS

40. As discussed in the Fifth Report, on September 15, 2023, the Monitor sent letters (the “**AirSprint Letters**”) to certain persons, including the Mareva Respondents, to obtain further information relating to the use of the OTE Claimed AirSprint Property, particularly with respect to the nature of each trip taken whether personal or business related.
41. On or about September 29, 2023, the Monitor received letters from counsel to the Mareva Respondents asserting that the Monitor does not have the powers to compel the production of information within the AirSprint Letters because such information does not constitute “Requested Information” as set out in the Amended and Restated Initial Order. Copies of those letters are attached at **Appendix “E”**.
42. As the Monitor previously reported to the Court in in paragraph 27 of its Second Report dated March 13, 2023, and paragraph 59 of its Third Report dated April 25, 2023, approximately USD \$6,864,425 and approximately CAD \$1,057,681 was wired by OTE Group entities to AirSprint. As part of its Historical Transaction Review described above, the Monitor is investigating any funds used to purchase or lease aircraft interests paid for by OTE Group funds was used for legitimate purposes in connection with the OTE Group’s business or for leisure travel, for which the OTE Group and its creditors may be entitled to compensation or recovery. The Monitor’s enquiries as to the use of the aircraft was not limited to the Mareva Respondents; rather the Monitor’s enquiries were sent to all persons who used the aircraft according to the manifests provided by AirSprint pursuant to the Court’s April 27, 2023 Order (the “**Information Order**”), a copy of which is attached as **Appendix “F”** hereto.
43. The Monitor’s counsel responded to the Mareva Respondents by letter dated October 3, 2023, a copy of which is attached as **Appendix “G”** hereto. In that letter, the Monitor’s counsel noted that the Monitor was conducting its investigation for the benefit of the OTE Group’s creditors in accordance with the powers given to the Monitor under the CCAA and the *Bankruptcy and Insolvency Act* and prior orders of the Court. The Monitor’s counsel noted in particular that:
  - (i) the powers given to the Monitor under the Amended and Restated Initial Order and any other orders of the Court are in addition to any powers of the Monitor pursuant to the CCAA and otherwise at law. As an officer of the Court, the Monitor’s role includes

reviewing past transactions involving the OTE Group and seeking to recover any funds or property for which OTE Group did not receive adequate consideration. The Monitor is empowered to review and investigate such transactions, including without limitation, pursuant to section 36.1 of the CCAA and section 96 of the BIA.

- (ii) the Information Order gave the Monitor express authority to use the AirSprint Information “for the purpose of investigating the business and affairs of the OTE Group and pursuing legal proceedings to recover any Property (as defined in the Amended and Restated Initial Order) or seek recourse in respect of any reviewable transactions, payments or preferences, for the general benefit of the OTE Group and its creditors”.

44. The Monitor has acted and continues to act in accordance with its duties and powers in sending information requests as to usage of aircraft paid for by funds from the OTE Group to determine whether that usage of aircraft was for legitimate purposes in relation to the OTE Group’s business or for purposes that would entitle the OTE Group to compensation or recovery of funds as a transaction at undervalue pursuant to section 96 of the BIA or otherwise.

## **X. MONITOR’S CONCLUSIONS**

45. For the reasons set out in this Supplemental Fifth Report, the Monitor is of the view that Monitor’s Enhanced Powers and Amended Bid Process Approval Order should be granted. The enhanced powers contemplated are reasonable and necessary in ensuring the OTE Group is able to continue operations in a stable manner. The Monitor does not believe that the Monitor’s enhanced powers will prejudice any stakeholders. Given that the Monitor is best positioned to be granted these enhanced powers, the Monitor believes the CRO should not be appointed, and the relief sought in the CRO Order should therefore not be granted.

46. The Monitor is also of the view that an Amended Bid Process will allow the Monitor to effectively conduct the Amended Bid Process to ensure the value is maximized for stakeholders prior to the expiry of the Gas and Fuel Licenses. Finally, the Monitor is of the view that the relief requested by the OTE Group is both appropriate and reasonable.

All of which is respectfully submitted this 6th day of October 2023.

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

Per:



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



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**Duncan Lau**  
**CPA, CMA, CIRP**  
Senior Vice President

**Appendix “A”**

**ORIGINAL TRADERS ENERGY LTD. ET AL.**

**FIFTH REPORT OF KPMG INC.,  
IN ITS CAPACITY AS MONITOR**

**September 28, 2023**

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## APPENDICES

**APPENDIX “A”** – Bid Process Letter

**APPENDIX “B”** – Revised Cash Flow Forecast

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

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

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

**FIFTH REPORT OF KPMG INC.  
In its capacity as Monitor of the OTE Group**

**September 28, 2023**

## I. INTRODUCTION

1. On January 30, 2023 (the “**Filing Date**”), Original Traders Energy Ltd. and 2496750 Ontario Inc. (together, the “**Applicants**”) were granted relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) by Order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The relief granted under the Initial Order included a stay of proceedings in favour of the Applicants from January 30, 2023, until February 9, 2023 (the “**Initial Stay**”); the appointment of KPMG Inc. (“**KPMG**”) as the monitor in these proceedings (in such capacity, the “**Monitor**”); and other related relief. These proceedings under the CCAA are referred to herein as the “**CCAA Proceedings**”.
2. OTE Logistics LP (“**OTE Logistics**”) and Original Traders Energy LP (“**OTE LP**” and together with OTE Logistics, the “**Limited Partnerships**”) are not Applicants in this proceeding. However, the Initial Order extended the same protections granted to the Applicants to the Limited Partnerships, on the grounds that the Limited Partnerships are related to and carry-on operations that are integral to the business of the Applicants. The term “**OTE Group**” throughout this report refers to the Applicants and Limited Partnerships collectively.
3. KPMG, in its capacity at that time as proposed Monitor, filed a report with the Court dated January 30, 2023 (the “**Pre-Filing Report**”) in support of the OTE Group’s application for the Initial Order. Copies of materials filed with the Court and other materials pertaining to the CCAA Proceedings, including all reports issued by the Monitor in these proceedings, are available on the Monitor’s website (<http://home.kpmg/ca/OTEGroup>) (the “**Monitor’s Website**”).
4. On February 9, 2023, the OTE Group was granted additional relief under the CCAA by Order of the Court (the “**Amended and Restated Initial Order**”). The relief granted under the Amended and Restated Initial Order included, among other items:
  - (i) extending the Initial Stay, as defined in the Initial Order, to April 28, 2023;
  - (ii) amending the breadth of the Initial Stay to require regulatory agencies to provide no less than ten (10) days notice if seeking leave of the Court to vary the stay in relation to the possible revocation of licenses; and
  - (iii) increasing the Directors’ Charge to \$2,250,000.

5. The Amended and Restated Initial Order also extended all protections in favour of the Applicants to the Limited Partnerships. The Monitor filed a report with the Court dated February 9, 2023, in connection with the OTE Group's application for the Amended and Restated Initial Order.
6. On March 15, 2023, the Court granted a Mareva injunction as part of an Order (the "**Injunctive Order**") which restrained Glenn Page ("Page"), Mandy Cox ("Cox") and 2658658 Ontario Inc. ("265", and collectively, the "**Mareva Respondents**") from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can" (the "**Italian Yacht**"), more particularly described in Schedule "A" of the Injunctive Order. On March 21, 2023 and March 28, 2023, the Honourable Justice Osborne granted certain endorsements (collectively, the "**Injunctive Endorsements**") related to the Injunctive Order. In the Injunctive Endorsements, the Honourable Justice Osborne also noted the Applicants' intention to commence proceedings pursuant to Chapter 15 of the U.S. Bankruptcy Code in the United States to recognize and enforce orders made by the Ontario Court.
7. On April 28, 2023, the Court made the following Orders:
  - (i) an Order (the "**Information Order**"), among other things, authorizing and directing AirSprint Inc. ("AirSprint") to provide the information requested by the Monitor or its counsel in connection with the Amended and Restated Initial Order and any other Order of this Court, related to: (a) the OTE Group, (b) any of the OTE Group's directors or officers (together with the OTE Group, the "**OTE Group Affiliates**"), or (c) any third party owned, controlled by, or otherwise related to the OTE Group Affiliates (the "**Information**"), notwithstanding that the Information may include "personal information" as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5;
  - (ii) an Order (the "**Stay Extension Order**"), among other things, extending the Stay Period (as defined in paragraph 16 of the Initial Order) to August 4, 2023; and
  - (iii) an Order (the "**Claims Procedure Order**") approving and authorizing the Monitor to conduct a claims procedure (the "**Claims Procedure**") to call for, assess and determine claims against the OTE Group, and authorizing, directing, and empowering the Monitor to administer the Claims Procedure in accordance with the terms of the Claims Procedure Order.
8. Proceedings under Chapter 15 of the U.S. Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "**US Bankruptcy Code**") were also commenced by U.S. counsel to the Monitor. On May 15, 2023, the

United States Bankruptcy Court Southern District of Florida (Fort Lauderdale Division) granted a motion for provisional relief under s. 1519 and 1520 of the US Bankruptcy Code. In connection therewith, the U.S. Court entered an Order for provisional relief to protect assets of the OTE Group and to impose an automatic stay of proceedings in the United States in accordance with the ongoing Canadian proceedings.

9. On May 31, 2023, the United States Bankruptcy Court Southern District of Florida (West Palm Beach Division) granted an Order recognizing the Canadian proceedings as a “foreign main proceeding” within the meaning of 11 U.S.C. § 1502 of the U.S. Bankruptcy Code, and granted certain other relief, including recognizing the Initial Order, the Amended and Restated Initial Order, and the Injunctive Order. The aforementioned Orders are available on the Monitor’s Website.
10. On July 17, 2023, the Court made the following Orders:
  - (i) an Order (the “**Second Stay Extension Order**”), among other things, extending the Stay Period (as defined in paragraph 16 of the Initial Order) to November 3, 2023; and
  - (ii) an Order (the “**Yacht Sale and AirSprint Proceeds Order**”) authorizing and directing the Monitor to conduct a sales process for the Italian Yacht (“**Yacht Sale Process**”) and directing AirSprint to remit to the Monitor any funds, proceeds of sale or use of any aircraft or fractional ownership or other interests therein in which the OTE Group has claimed an interest (the “**OTE Claimed AirSprint Property**”).

## II. PURPOSE OF REPORT

11. The purpose of the Fifth Report of the Monitor (the “**Fifth Report**”) is to provide information and the Monitor’s conclusions and/or recommendations to the Court pertaining to:
  - (i) the activities of the OTE Group and the Monitor since the Monitor’s report dated July 12, 2023 (the “**Fourth Report**”);
  - (ii) the OTE Group’s reported receipts and disbursements for the period of July 3, 2023, to September 17, 2023, including a comparison of reported to forecasted results;
  - (iii) the OTE Group’s motion for an order (the “**Third Stay Extension Order**”), among other things:
    - (a) extending the Stay Period to April 26, 2024;

- (b) amending the claim procedure approved pursuant to the Claims Procedure Order (term as defined below, the “**Claims Procedure**”) to enable the OTE Group, with the assistance of the Monitor to identify, quantify and resolve certain claims by former employees terminated during the CCAA Proceedings;
- (c) approving a sales process (the “**Bid Process**”) for the business and property of the OTE Group, to be carried out by the Monitor, as set out in Appendix “A” herein, excluding the assets identified at Schedule “A” to the Injunctive Order; and
- (d) approving the Fifth Report and the activities and conduct of the Monitor in relation to the OTE Group and the CCAA Proceedings;

- (iv) the review of the security held by the Royal Bank of Canada ("RBC"), completed by the Monitor’s counsel at the request of the Monitor;
- (v) the Reduced Operations Plan (as defined below), to significantly reduce operating costs and conserve cash, due to the unexpected loss of key customers and operational and financial difficulties faced by the OTE Group;
- (vi) the Monitor’s asset tracing and recovery activities, including: (a) an update on the Yacht Sale Process; and (b) sending the AirSprint Letters (as defined herein) for the purposes of obtaining further details on use of the OTE Claimed AirSprint Property; and
- (vii) the Monitor’s review of historical bank statements to establish a more complete set of books and records and in furtherance of its investigatory powers pursuant to the Initial Order.

### III. TERMS OF REFERENCE

12. In preparing the Fifth Report, the Monitor has relied solely on information and documents provided by the OTE Group and their advisors, including unaudited financial information, declarations, in addition to information and documents from third parties that responded to the Monitor’s Information Request Letters, which are defined herein (collectively, the “**Information Received**”). In accordance with industry practice, except as otherwise described in the Second Report (as defined herein), KPMG has reviewed the Information Received for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information Received in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the *Chartered*

*Professional Accountants of Canada Handbook* and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information Received.

13. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

#### **IV. BACKGROUND**

14. Detailed information with respect to the OTE Group's business, operations, products and causes of insolvency is provided in the Affidavit of Scott Hill sworn January 27, 2023 (the "**Hill Affidavit**") and the Pre-Filing Report.
15. As described in the Pre-Filing Report and the Hill Affidavit, at the time of the application for the Initial Order, the OTE Group was missing a significant amount of its business and financial records, and property and funds of the OTE Group are alleged to have been misappropriated. Accordingly, the Monitor was granted expanded investigatory powers in the Initial Order and the Amended and Restated Initial Order.

#### **V. ACTIVITIES OF THE OTE GROUP**

16. The OTE Group's activities since the Fourth Report have included:
  - (i) attending Court via videoconference for the hearing of its motion in respect of the Second Stay Extension Order and the Yacht Sale and AirSprint Proceeds Order;
  - (ii) corresponding with the Monitor and the OTE Group's legal counsel on changes impacting the OTE Group's business and the resulting financial challenges;
  - (iii) continuing to manage the business of the OTE Group in the ordinary course in accordance with the Amended and Restated Initial Order;
  - (iv) managing relationships with key stakeholders, including RBC, employees, customers, and suppliers in coordination with the Monitor;
  - (v) working with the Monitor to implement procedures to monitor cash flows and corresponding with the Monitor related to its review of payments;
  - (vi) managing cash flows and making payments in accordance with the Amended and Restated Initial Order;

- (vii) working with the Monitor to trace, investigate and review missing books and records of the OTE Group;
- (viii) developing cash flow forecast extensions, including the extended cash flow forecast for the period September 18, 2023 to April 26, 2024 (the “**Third Extended Cash Flow Forecast**”), in coordination with the Monitor;
- (ix) corresponding with the Monitor and the OTE Group’s legal counsel on lease disclaimers pursuant to paragraph 10 of the Amended and Restated Initial Order; and
- (x) corresponding with the Monitor and the OTE Group’s legal counsel on various matters pertaining to the CCAA Proceedings, including the Claims Procedure, the Reduced Operations Plan and the Bid Process.

## VI. ACTIVITIES OF THE MONITOR

- 17. The Monitor, with the support of its legal advisors, has been working with the OTE Group with respect to the following activities since the Fourth Report:
  - (i) attending Court via videoconference for the hearing of the OTE Group’s motion in respect of the Second Stay Extension Order and the Yacht Sale and AirSprint Proceeds Order;
  - (ii) working with the OTE Group to assess the challenges facing the OTE Group’s business which resulted in the Reduced Operations Plan;
  - (iii) maintaining the Monitor’s Website where all court materials and other relevant documents pertaining to the CCAA Proceedings are available in electronic form;
  - (iv) supporting the OTE Group in managing relationships with key stakeholders, including employees and suppliers;
  - (v) working with the OTE Group to implement procedures to monitor cash flows and making payments in accordance with the Initial Order and the Amended and Restated Initial Order;
  - (vi) responding to enquiries from and engaging in calls with creditors, governmental authorities, including the Canada Revenue Agency and the Ministry of Finance for Ontario, and other stakeholders in connection with these CCAA Proceedings;

- (vii) assisting the OTE Group in developing cash flow forecast extensions, including the Third Extended Cash Flow Forecast;
- (viii) corresponding with the Monitor’s legal counsel with respect to its review of security granted to RBC by the Limited Partnerships;
- (ix) progressing the sale process for the Yacht Sale Process;
- (x) reviewing and approving lease disclaimers pursuant to paragraph 10 of the Amended and Restated Initial Order;
- (xi) preparing and sending the AirSprint Letters for the purposes of obtain additional information with respect to the use of OTE Claimed AirSprint Property;
- (xii) corresponding with the OTE Group, its legal counsel, and the Monitor’s legal counsel on various matters pertaining to the CCAA Proceedings, including the relief sought at this motion;
- (xiii) reviewing materials filed with the Court in respect of the CCAA Proceedings;
- (xiv) attending to matters in respect of the Claims Procedure, as discussed further below; and
- (xv) preparing this Fifth Report.

18. The Monitor believes that its activities were reasonable and conducted in the best interests of the OTE Group and its stakeholders, and therefore should be approved.

## VII. SECURITY REVIEW

19. The Monitor instructed its independent counsel, Bennett Jones LLP (“**Bennett Jones**”), to provide an opinion (the “**Security Opinion**”) on the validity and enforceability of security granted by the Limited Partnerships (referred to as the “**Debtors**” herein) to RBC as lender under various credit facilities agreements (the “**Loan Documents**”) and security documents (the “**Security Documents**”) executed at various points in 2021 and 2022.

20. Based on Bennett Jones’ review of the Loan Documents, the Security Documents and the results of certain public registration searches, and subject to the customary assumptions and qualifications which are set out in the Security Opinion, Bennett Jones has opined that:

- (i) the Security Documents constitute valid and binding obligations of the Debtors noted as parties to the Security Documents, enforceable against such Debtors in accordance with the terms thereof;
- (ii) Security Documents created in favour of RBC are valid security interests in the properties, assets, interests, and rights of the Debtors (the “**Charged Property**”) described in the Security Documents to which the *Personal Property Security Act* (Ontario) (the “**PPSA**”) applies; and
- (iii) as of the applicable dates of the PPSA searches, registration has been made in all public offices in Ontario provided for under applicable law where such registration is necessary to preserve, protect and perfect the security interests in the Charged Property of the OTE Group to which the PPSA applies, as created by the Security Documents.

### VIII. BUSINESS UPDATE

- 21. The OTE Group operates in a highly competitive industry that is based on high sales volume, low profit margins and a low-cost structure.
- 22. Since the commencement of the CCAA proceedings, the OTE Group has faced a variety of challenges, including, in particular, aggressive customer pricing from competitors and reduced vendor terms. These challenges have negatively impacted the OTE Group’s sales volumes and financial condition.
- 23. In response, the OTE Group implemented several initiatives in an effort to mitigate the financial impact of these challenges. Key initiatives have included price increases, discontinuing fuel blending activities and other cost reduction activities.
- 24. Subsequent to the Fourth Report, the OTE Group became aware of the departure of certain key customers. The OTE Group does not anticipate being able to replace the lost sales volumes attributable to these customers in the current circumstances of its restructuring. As a result, the OTE Group, with the assistance of the Monitor, reviewed additional mitigation strategies and scenarios. Consequently, the OTE Group, with the assistance of the Monitor, has prepared a plan to significantly reduce the operations of the OTE Group (the “**Reduced Operations Plan**”) in order to reduce the operating costs and conserve cash, as a result of the challenges stated above.
- 25. At the commencement of the CCAA Proceedings, the OTE Group had three blending locations: Tyendinaga, Whitefish, and Six Nations. As at the date of the report, in order to save costs and streamline operations, the Reduced Operations Plan has commenced and operations at the Tyendinaga

blending location and Whitefish blending location (collectively, the “**Discontinued Locations**”) have been discontinued. In connection therewith, all employees employed at the Discontinued Locations have been terminated. Further, any assets, with the exception of any blending equipment and any assets that are not movable, have been transferred from the Discontinued Locations to the Six Nations blending location.

26. Operations at the Six Nations blending location will continue, and all remaining OTE Group customers will be serviced from the Six Nations location for the time being, subject to the Reduced Operations Plan. In connection with the Reduced Operations Plan, the OTE Group, with assistance of the Monitor, will undertake a Bid Process, as further discussed below.
27. As discussed in the Fourth Report, the Monitor was working with the OTE Group and the Ministry of Finance on an agreement that extended certain time limited gas licenses and fuel licences until December 31, 2023. Subsequently, an extension of the aforementioned licenses to December 31, 2023 was granted by the Ministry of Finance. In light of the Reduced Operations Plan and the proposed Bid Process, the OTE Group does not currently intend to seek further extensions of the gas licenses and fuel licenses beyond December 31, 2023.
28. In addition to carrying out the Bid Process to try and find one or more buyers for the business and/or assets of the OTE Group, the Monitor will continue with its investigative and asset recovery efforts pursuant to the powers granted to the Monitor by the Court and the CCAA, in order to try and achieve recoveries for the OTE Group's creditors.

## **IX. CASH RECEIPTS AND DISBURSEMENTS – JULY 3, 2023 TO SEPTEMBER 17, 2023**

29. As noted in the Fourth Report, the OTE Group, in consultation with the Monitor, prepared an extended cash flow forecast (the “**Extended Cash Flow Forecast**”) for the period from July 3, 2023, to November 5, 2023, in support of the requested stay extension, representing a forecast of the OTE Group’s projected receipts and disbursements during that time period. The OTE Group continues to co-operate with the Monitor and provide access to their books and records and disbursements on a weekly basis, and has prepared a forecast-to-actual variance analysis regarding the OTE Group’s receipts and disbursements.
30. A comparison of the Extended Cash Flow Forecast to actual results for the 10-week period from July 3, 2023, to September 17, 2023 (the “**Comparison Period**”) is summarized as follows:

<b>Original Traders Energy</b> <b>Summary of Actual Receipts and Disbursements</b> <i>For the 10-week period from July 3, 2023 - September 17, 2023</i> <b>In C\$; unaudited</b>			
	<b>Actual</b>	<b>Forecast</b>	<b>Variance</b> <b>Fav/(Unfav)</b>
<b>Receipts</b>			
Customer collections	54,283,720	63,054,030	(8,770,310)
Tax refunds	10,111,946	2,759,577	7,352,369
<b>Total receipts</b>	<b>64,395,666</b>	<b>65,813,607</b>	<b>(1,417,941)</b>
<b>Operating disbursements</b>			
Purchases	42,399,552	49,944,365	7,544,813
Pre-filing payments/deposits	-	215,000	215,000
Operating expense	1,454,391	3,590,510	2,136,119
Rent and royalties	85,834	85,886	52
Payroll	833,711	949,389	115,678
Professional fees	445,497	750,000	304,503
Tax remittances	15,072,437	13,810,097	(1,262,340)
Bank payments	369,529	254,776	(114,753)
<b>Total operating disbursements</b>	<b>60,660,951</b>	<b>69,600,023</b>	<b>8,939,072</b>
Foreign Exchange	55,400	-	55,400
<b>Net cash flow</b>	<b>3,790,115</b>	<b>(3,786,416)</b>	<b>7,576,531</b>
<b>Opening cash</b>	<b>10,076,418</b>	<b>10,076,418</b>	-
Net cash flow	3,790,115	(3,786,416)	7,576,531
<b>Ending cash</b>	<b>13,866,533</b>	<b>6,290,002</b>	<b>7,576,531</b>

**Note:** "Fav/(unfav)" denotes favourable or unfavourable variances against forecast.

31. As shown in the above table, the OTE Group reported a net cash inflow of approximately \$3.8 million over the Comparison Period resulting in a favourable cash flow variance of approximately \$7.6 million as compared to the Extended Cash Flow Forecast for the same period.
32. The favourable cash flow variance of \$7.6 million is principally the result of the following:
  - (i) *Timing Differences*: tax refunds during the Comparison Period were \$7.4 million higher than expected. This was offset by a \$1.3 million unfavourable cash flow variance related to the timing differences of tax remittances; and
  - (ii) *Lower Sales Volume*: sales volume for the OTE Group was lower than forecast which resulted in customer collections being lower by \$8.8 million. However, disbursements related to purchases, operating expenses, payroll and professional fees were collectively lower than forecast by \$10.1 million.

33. As a result of the net impact of the above two items, the ending cash balance is higher than forecasted, however, this is a temporary positive variance due to favourable timing of the tax refunds.

## X. PROPOSED BID PROCESS

34. The Monitor notes that, to date, no active marketing of the OTE Group and/or its assets has been undertaken during the CCAA Proceedings. In light of the loss of key customers and the shift to the Reduced Operations Plan, as noted above, the OTE Group, in consultation with the Monitor, has determined that a process to try and sell the business and assets of the OTE Group is the most prudent and reasonable course of action in the circumstances to try and maximize recoveries for the OTE Group's creditors. Accordingly, the Bid Process has been developed as a means of gauging interest in the OTE Group and/or its assets and determining whether a transaction that would result in greater than liquidation value is available for the property, assets and undertakings of the OTE Group (collectively, the "**Property**").
35. The Property available under this process would also include the blending equipment located at the Discontinued Locations, as well as any assets that have been transferred to Six Nations as part of the Reduced Operations Plan.
36. The purpose of the Bid Process is to identify one or more purchasers for all or part of the Property of the OTE Group. In order to provide third parties with an opportunity to bid on the Property, the Monitor proposes to market the OTE Group and/or its assets to third parties for a period of approximately 35 days.
37. Any sale of the assets or the business of the OTE Group will be on an "as is, where is" basis, without surviving representations or warranties of any kind, nature, or description by the OTE Group, the Monitor or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the OTE Group in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.
38. The key aspects of the Bid Process are as follows:
  - (i) On or about October 5, 2023, an initial offering summary (the "**Teaser Letter**"), a bid process letter (the "**Bid Process Letter**") and form of non-disclosure letter (the "**NDA**") prepared by counsel to the Monitor and counsel to the OTE Group will be sent to a list of potential interested

parties (the “**Interested Parties**”) by the Monitor, which list has been developed by the Monitor and the OTE Group;

- (ii) The Monitor will cause a notice of the Bid Process (and such other relevant information which the Monitor, in consultation with the OTE Group, considers appropriate) (the “**Notice**”) to be published in The Globe and Mail (National Edition);
- (iii) Interested Parties will be required to sign the NDA prior to obtaining information to assist with their evaluation of the OTE Group’s assets;
- (iv) The Monitor will establish an electronic data room (the “**Data Room**”) to provide Interested Parties with access to relevant information relating to the OTE Group;
- (v) Interested Parties that wish to view and inspect the OTE Group’s assets will be required to schedule an appointment with the Monitor;
- (vi) Interested Parties will be required to submit binding offers (the “**Binding Offers**”) to the Monitor by 5 pm Eastern Standard Time on November 10, 2023 (the “**Bid Deadline**”). Interested parties may submit a Binding Offer for all the OTE Group’s Property or a subset of same;
- (vii) The acceptability of any Binding Offers received is to be determined by the Monitor, in consultation with the OTE Group, and subject to any confidentiality restrictions considered appropriate by the Monitor; and
- (viii) If there are Binding Offers that are acceptable to both the Monitor and the OTE Group, they will be presented to this Court for final approval, with the closing of the sale to occur as soon as possible after all approvals are received.

39. The Monitor notes that the proposed Bid Process timeframe is condensed. However, the Monitor believes that the deadlines proposed in the Bid Process are reasonable and balance the search for a prospective purchaser with the costs associated with administering a sales process of this nature in light of the challenges facing the OTE Group. The Monitor will report back to this Court if facts or circumstances require the OTE Group or the Monitor to re-evaluate the time periods or the Bid Process based on facts or circumstances at that time.

40. Additional aspects of the Bid Process are as follows:

- (i) The Monitor may amend any timelines and make any minor amendments it deems necessary or advisable to the Bid Process to help ensure the fairness, integrity and efficacy of the Bid Process;
- (ii) Any transaction will be subject to Court approval;
- (iii) In order to facilitate due diligence or maximize participation by Interested Parties in the Bid Process, the Monitor will have the right to extend any of the timelines in the Bid Process, provided that the OTE Group does not object to any extension of timeline; and
- (iv) The Monitor has the right to reject any and all Binding Offers, including the highest dollar value Binding Offer(s), acting commercially reasonably.

41. The Monitor recommends that this Court issue the Third Stay Extension Order, which includes relief approving this Bid Process, for the following reasons:

- (i) The Bid Process is a fair, open and transparent process intended to canvass the market broadly on an orderly basis;
- (ii) There will be no delay in commencing the Bid Process, such that the process can be conducted in a timely nature for stakeholders;
- (iii) The duration of the Bid Process is sufficient to allow Interested Parties to participate and to submit an offer on or before a reasonable timeline; and
- (iv) The OTE Group has assisted the Monitor in designing the Bid Process' framework, to best maximize value for the OTE Group's creditors.

## **XI. EMPLOYEE CLAIMS**

42. As discussed previously, the Monitor was authorized by the Court to conduct a Claims Procedure to call for, assess and determine claims against the OTE Group. Accordingly, the Monitor, with the assistance of the OTE Group, carried out the Claims Procedure in accordance with the Claims Procedure Order. The claims bar date was June 27, 2023.

43. As a result of the Discontinued Locations, OTE terminated some employees and it is anticipated that further terminations of employees will be required as a result of the Reduced Operations Plan, unless a going-concern buyer who is willing to retain the employees can be found in the Bid Process. As the

termination of employees may result in Restructuring Claims for employees, the Monitor proposes an adjustment to the Claims Procedure to include any employees of OTE Group terminated during the CCAA Proceedings (the “**Terminated Employees**”) to enable Terminated Employees to assert claims resulting from their termination (e.g. for termination pay, severance pay, wages, vacation pay, commissions or other remuneration arising as a result of the termination of their respective employment).

44. In order to simplify the administration of the Claims Procedure, Terminated Employees will not be required to file proof of claim forms with respect to their claims (the “**Employee Restructuring Claims**”). Rather, the OTE Group will prepare, in consultation with the Monitor, and based on the OTE Group’s books and records, a notice of Employee Restructuring Claim, setting out the classification, nature and amount of each Employee Restructuring Claim. The Monitor will deliver such notice (the “**Notice of Employee Restructuring Claim**”), along with a claims package (the “**Claims Package**”), to each Terminated Employee as soon as reasonably practicable and not later than fifteen business days following the date of the Third Stay Extension Order in respect of each Terminated Employee who was terminated prior to the date of this Order or within fifteen business days following the date on which such Employee Restructuring Claim arises in respect of any Terminated Employee who is terminated following the date of the Third Stay Extension Order.
45. If a Terminated Employee disputes the classification, nature and/or amount of the Employee Restructuring Claim, as set out in their Notice of Employee Restructuring Claim, such Terminated Employee must complete a notice of dispute (the “**Notice of Dispute of Employee Restructuring Claim**”) and send it to the Monitor by no later than 5 pm Eastern Standard Time on the date that is fifteen business days after the date on which the Monitor sent a Claims Package, accompanied by a Notice of Employee Restructuring Claim, to such Terminated Employee having an Employee Restructuring Claim (the “**Employee Claims Bar Date**”).
46. Any Terminated Employee who does not deliver a Notice of Dispute of Employee Restructuring Claim such that it is received by the Monitor by the Employee Claims Bar Date shall be deemed to accept as final and binding the amount of its Claim as set out in the Notice of Employee Restructuring Claim and will be forever barred, estopped and enjoined from disputing the classification, nature and/or amount of the Employee Restructuring Claim set forth in the Notice of Employee Restructuring Claim, and any other claims that such Terminated Employee may have in respect of, arising from or related to such Terminated Employee’s employment or former employment with any of the OTE Group entities.

47. The Monitor is of the view that the Employee Restructuring Claim process and the prescribed timelines are reasonable in that they provide sufficient time for Terminated Employees to evaluate, accept or dispute any Employee Restructuring Claim that any Employee may have against the OTE Group or its Directors and Officers.
48. The Monitor recommends this amendment to the Claims Procedure Order, as it further understands from its counsel that the Employee Restructuring Claim mechanism designed above is structured to mirror “negative notice” employee Claims Procedure that are regularly granted by this Court in other CCAA filings.

## **XII. OTE GROUP’S REQUEST TO EXTEND STAY PERIOD TO APRIL 26, 2024**

49. The current Stay Period expires on November 3, 2023. The OTE Group is seeking an extension of the Stay Period to April 26, 2024, to, among other things, advance the Reduced Operations Plan as well as the Bid Process.
50. In support of the stay extension, the OTE Group, with the assistance of the Monitor, has prepared the Third Extended Cash Flow Forecast, a copy of which is attached hereto as Appendix “B” (along with reports of both management and the Monitor on the Third Extended Cash Flow Forecast). The Third Extended Cash Flow Forecast is summarized below:

<b>Original Traders Energy</b>	
<b>Third Extended Cash Flow Forecast</b>	
<b>For the 32-week period from September 18, 2023 - April 28, 2024</b>	
<b>In C\$; unaudited</b>	<b>Total</b>
<b>Receipts</b>	
Customer collections	63,000,000
Tax refunds	-
<b>Total receipts</b>	<b>63,000,000</b>
<b>Operating disbursements</b>	
Purchases	44,000,000
Pre-filing payments/deposits	-
Operating expense	6,000,000
Rent and royalties	200,000
Payroll	795,000
Professional fees	2,205,000
Tax remittances	14,000,000
Bank payments	938,715
<b>Total operating disbursements</b>	<b>68,138,715</b>
<b>Net cash flow</b>	<b>(5,138,715)</b>
<b>Opening cash</b>	<b>13,866,533</b>
Net cash flow	(5,138,715)
<b>Ending cash</b>	<b>8,727,818</b>

51. The Third Extended Cash Flow Forecast indicates that the OTE Group will have sufficient liquidity to fund both operating costs and the costs of the CCAA Proceedings during the extension of the Stay Period, if granted.
52. The Monitor is of the view that the extension of the Stay Period is appropriate in the circumstances. The Monitor supports the OTE Group's request for an extension of the Stay Period to April 26, 2024, for the following reasons:
  - (i) the OTE Group has, to the knowledge of the Monitor, acted and continues to act in good faith and with due diligence;
  - (ii) the extension will provide the time necessary for the OTE Group to: (a) assess the claims that are submitted or may be submitted as part of the Claims Procedure Order; (b) advance the Reduced Operations Plan with the assistance of the Monitor; and (c) progress the Bid Process; and

- (iii) the extension should not materially prejudice any creditor, as the OTE Group is projected to have sufficient funds through its continuing operations to pay post-filing services and supplies, as contemplated in the Third Extended Cash Flow Forecast.

### XIII. ITALIAN YACHT UPDATE

- 53. Pursuant to the Yacht Sale and AirSprint Proceeds Order, the Monitor commenced the Yacht Sale Process. As discussed in the Fourth Report, the Monitor was to select one or more boat dealers or brokers (the “**Boat Broker**”) in Florida to market the Italian Yacht for sale.
- 54. On August 21, 2023, the Monitor provided the Mareva Respondents with a summary of four proposed Boat Brokers with a recommendation for one of the four Boat Brokers (the “**Recommended Boat Broker**”) headquartered in Florida, USA, for reasons of, among others, relatively lower storage and operating costs quoted. The Monitor has not yet formally engaged the Recommended Boat Broker because upon commencement of the search for same, the Monitor was made aware of certain legal issues, particularly with respect to unpaid duties, surrounding the Italian Yacht that would prohibit the sale of same in Florida, USA.
- 55. The Monitor’s investigation regarding the legal issues surrounding the planned sale of the Italian Yacht remains ongoing at the time of this report.
- 56. The Monitor’s selection of the Boat Broker was also dependent on the arrangement of insurance for the Italian Yacht. Shortly before the date of this Fifth Report, the Monitor successfully placed alternate insurance coverage for the Italian Yacht. In the Monitor’s view, the insurance previously in place was not satisfactory in providing adequate coverage that protects the OTE Group against potential loss or damage to the Italian Yacht.

### XIV. AIRSPRINT LETTER

- 57. As discussed in the Fourth Report, on April 28, 2023, the Court issued the Information Order authorizing and directing AirSprint to provide to the Monitor or its counsel any requested information relating to the OTE Group, the OTE Group Affiliates (as defined in the Information Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates.
- 58. Pursuant to the Information Order and in cooperation with the Monitor, AirSprint provided certain information to the Monitor. This information included flight manifests identifying the individuals

who travelled with the OTE Claimed Airsprint Property (the "**Flight Manifest**") between April 20, 2021 to February 23, 2023 (the "**Review Period**").

59. The Monitor reviewed the Flight Manifest and identified persons who traveled on OTE Claimed AirSprint Property during the Review Period. On or about September 15, 2023, the Monitor sent letters (the "**AirSprint Letters**") to certain persons to allow the Monitor to obtain further information relating to the use of the OTE Claimed AirSprint Property, particularly with respect to the nature of each trip taken whether personal or business related. The Monitor will seek reimbursement for any travel determined to be in relation to personal matters.
60. The recipients of the AirSprint Letters have been provided a deadline of fourteen (14) days from the date of the letter to provide a response. Should a response not be received from an individual by this date, the Monitor will assume that all travel associated with that individual was personal in nature and will seek reimbursement.

## **XV. HISTORICAL TRANSACTIONS REVIEW**

61. As described in the second report of the Monitor (the "**Second Report**"), in connection with its investigatory powers, the Monitor sent letters (the "**Information Request Letters**") to certain parties (collectively, the "**Requested Parties**") who may have been in possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**").
62. The Monitor, with the assistance of the OTE Group, is currently in the process of reviewing the limited Requested Information received from Requested Parties, along with the historical bank statements of OTE Group, to identify any further gaps in the books and records of the OTE Group for the purposes of establishing a more complete set of same (the "**Historical Transactions Review**").
63. As at the date of this report, the Historical Transactions Review is ongoing. The Monitor intends to attend this Court at a later date to report more fully on the status of the Monitor's Historical Transactions Review.

## **XVI. MONITOR'S RECOMMENDATIONS**

64. For the reasons set out in this Fifth Report, the Monitor is of the view that the Bid Process is reasonable in the circumstances, balances the search for a prospective purchaser with the costs associated with

administering a sales process of this nature, and should provide Interested Parties with sufficient time to value the company and to make an offer in respect of the business and/or its assets.

65. Based on the foregoing, the Monitor respectfully recommends that this Court approve the relief sought in the Third Stay Extension Order.

All of which is respectfully submitted this 28th day of September 2023.

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

Per:



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



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**Duncan Lau**  
**CPA, CMA, CIRP**  
Senior Vice President

**Appendix “B”**

## AMENDED BID PROCESS

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

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

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

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

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

### **Opportunity**

1. The Bid Process is intended to solicit interest in and opportunities for the property, assets and undertakings of the OTE Group, as set out at Schedule 1 hereto, which for greater certainty excludes the assets identified at Schedule "A" to the injunctive order dated March 15, 2023 (collectively, the "**Property**").
2. Any sale of the Property will be on an "as is, where is" basis, without surviving representations or warranties of any kind, nature, or description by the Monitor, the OTE Group, or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the OTE Group in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.
3. The Property being sold at this time consists of any right, title and interests of the OTE Group in the chattels identified as Schedule 1 to this Bid Process. Bidders should note that the interests to such chattels may be subject to lease and/or financing agreements, as indicated in Schedule 1. This Bid Process is not intended to solicit offers for any leasehold interests or any property or assets belonging to or claimed by landlords or other third parties. If a bidder wishes to negotiate the potential use of leased premises or fixtures as part of its bid, the Monitor will use its best reasonable efforts to arrange for discussions between Qualified Bidders (as defined below) and applicable landlords, but the Monitor can make no assurances as to the assignability of any interests in the OTE Group to leased premises or fixtures claimed by any landlord, lessor or licensor. Any disputes

as to the ownership, interests and rights of the OTE Group in any premises or fixtures may be brought before the Court for determination after the conclusion of the Bid Process if resolution of such disputes are necessary for the consummation of the Successful Bid or is otherwise determined to be in the interests of creditors of the OTE Group.

### **Key Dates**

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

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

### **Solicitation of Interest: Notice of Bid Process**

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

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

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

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

### **Due Diligence**

8. Any party that wishes to participate in the Bid Process (a "**Potential Bidder**") must provide to the Monitor at the addresses specified in Schedule 2 hereto (including by email transmission), with an NDA executed by it, acceptable to the Monitor or as ordered by the court, and written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.

9. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Qualified Bidder**" if the Monitor, in consultation with the OTE Group, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or investment pursuant to the Bid Process. All Qualified Bidders will be

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

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

### **Binding Offers**

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

- (d) not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder will be entitled to any bid protections;
- (e) contain a clear indication of whether the Qualified Bidder is offering to: (i) acquire all, substantially all or a portion of the Property; or (ii) make an investment in, restructure, reorganize or refinance the Property on terms and conditions reasonably acceptable to the Monitor and to RBC;
- (f) provide proof of funds acceptable to the Monitor in consultation with RBC;
- (g) provide for a deposit of 10% of the total purchase price of the Property to be purchased, including in the case of any proposed plan, 10% of the funds to be distributed to affected creditors under the plan; and
- (h) include such other information as reasonably requested or identified as being necessary or required by the Monitor, in consultation with RBC.

#### **Selection of Successful Bid**

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

- (c) establish further or other procedures for the Bid Process.

#### **Confidentiality, Stakeholder/Bidder Communication and Access to Information**

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

#### **Supervision of the Bid Process**

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

## SCHEDULE 1

## CAPITAL LEASES SCHEDULE

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

**OWNED EQUIPMENT****Trucks and Trailers**

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

**IT Equipment**

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

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

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

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

with copies to:

**Bennett Jones LLP**

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

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

**Appendix “C”**

## AMENDED BID PROCESS

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

Pursuant to an order dated October 412, 2023 (the “Bid Process Order”), the Court approved, among other things, the sale process described herein (the “Bid Process”). The Monitor, with the assistance of the OTE Group and in consultation with the Royal Bank of Canada (“RBC”) as the secured creditor of the OTE Group, shall conduct the Bid Process, as provided below.

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

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

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

### **Opportunity**

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

part of its bid, the Monitor will use its best reasonable efforts to arrange for discussions between Qualified Bidders (as defined below) and applicable landlords, but the Monitor can make no assurances as to the assignability of any interests in the OTE Group to leased premises or fixtures claimed by any landlord, lessor or licensor. Any disputes as to the ownership, interests and rights of the OTE Group in any premises or fixtures may be brought before the Court for determination after the conclusion of the Bid Process if resolution of such disputes are necessary for the consummation of the Successful Bid or is otherwise determined to be in the interests of creditors of the OTE Group.

### Key Dates

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

Milestone	Date
Commence solicitation of interest from parties	No later than October <u>5</u> <u>16</u> , 2023.
Binding Offer Deadline	November <u>10</u> <u>16</u> , 2023, at 5:00 p.m. EST.
Deadline to notify Qualified Bidders of Successful Bid	November <u>16</u> <u>23</u> , 2023, at 5:00 p.m. EST.

### Solicitation of Interest: Notice of Bid Process

5. 4. As soon as reasonably practical, but no later than October 516, 2023:

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

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

7. 5. The Monitor will send the Teaser Letter and NDA to all Known Potential Bidders by no later than October 516, 2023 and to any other party who requests a copy of the Teaser Letter and NDA.

**Due Diligence**

- 8.** ~~6.~~ Any party that wishes to participate in the Bid Process (a "Potential Bidder") must provide to the Monitor at the addresses specified in Schedule "A" hereto (including by email transmission), with an NDA executed by it, acceptable to the Monitor, ~~in consultation with or as ordered by~~ the OTE Group, and written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
- 9.** ~~7.~~ A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "Qualified Bidder" if the Monitor, in consultation with the OTE Group, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or investment pursuant to the Bid Process. All Qualified Bidders will be granted access to a virtual data room (the "Data Room"). The Data Room will be populated with documents in the OTE Group's possession that the Monitor deems to be relevant to the Bid Process. The Monitor shall not have any liability for any missing or incorrect information or documents in the Data Room.
- 10.** ~~8.~~ At any time during the Bid Process, the Monitor may, in its reasonable business judgement, eliminate a Qualified Bidder from the Bid Process.
- 11.** ~~9.~~ Potential Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property in connection with their participation in the Bid Process and any transaction they enter into with one or more of the OTE Group entities.
- 12.** ~~10.~~ The Monitor, ~~in consultation with the OTE Group~~, shall, subject to competitive and other business considerations, afford each Qualified Bidder such access to due diligence materials and information relating to the Property as the Monitor, in consultation with the OTE Group, may deem appropriate. The Monitor may also, in consultation with the OTE Group, limit the access of any Qualified Bidder to any confidential information in the Data Room if the Monitor, in consultation with the OTE Group, reasonably determines that such access could negatively impact the Bid Process, the ability to maintain the confidentiality of the information, the Property or its value.
- 13.** ~~11.~~ Qualified Bidders that wish to view and inspect the OTE Group's assets in person must schedule an appointment with the Monitor.

**Binding Offers**

- 14.** ~~12.~~ Qualified Bidders that wish to make a formal offer to purchase or make an investment in the OTE Group or ~~their~~its Property or any part thereof shall submit a binding offer (a "Binding Offer") that complies with all of the following requirements to the Monitor at the addresses specified in Schedule "A" hereto (including by email), so as to be received by them no later 5 p.m. EST on November ~~10~~16, 2023 (the "Bid Binding Offer Deadline"). For greater certainty, Binding Offers must:
  - (a) be submitted on or before the Bid Binding Offer Deadline by a Qualified Bidder;

- (b) be made by way of binding, definitive transaction document(s) that is/are executed by the Qualified Bidder;
- (c) includes an acknowledgement by the Qualified Bidder:
  - (i) that it has had an opportunity to conduct any and all due diligence prior to making the Binding Offer;~~(ii)~~
  - (ii) that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Binding Offer; and~~(iii)~~
  - (iii) that it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer;
- (d) ~~does~~ not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder will be entitled to any bid protections;
- (e) contain a clear indication of whether the Qualified Bidder is offering to: (i) acquire all, substantially all or a portion of the Property ~~(a "Binding Sale Offer")~~; or (ii) make an investment in, restructure, reorganize or refinance the Property ~~and/or one or more of the OTE Group (a "Binding Investment Offer")~~, on terms and conditions reasonably acceptable to the Monitor and to ~~the OTE Group~~RBC;
- (f) provide proof of funds acceptable to the Monitor, in consultation with ~~the OTE Group~~RBC;
- (g) provide for a deposit of 10% of the total purchase price of the Property to be purchased, including in the case of any proposed plan, 10% of the funds to be distributed to affected creditors under the plan; and
- (h) include such other information as reasonably requested or identified as being necessary or required by the Monitor, in consultation with ~~the OTE Group~~RBC.

#### Selection of Successful Bid

- 15. ~~13.~~ Binding Offers will be valued based upon numerous factors, including, without limitation, items such as the purchase price and the net value provided by such offer, the claims likely to be created by such offer in relation to other offers, the identity, circumstances and ability of the bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the ~~stakeholders~~creditors of the OTE Group, factors affecting the speed, certainty and value of the transactions, the assets included or excluded from the offer, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by the Monitor, in consultation with ~~the OTE Group~~RBC.

16. ~~14.~~ The Monitor may aggregate separate Binding Offers together to create one ~~"Binding Offer"~~ package for the whole sale of the Property of the OTE Group, upon consultation with ~~the OTE Group~~RBC.

17. ~~15.~~ The Monitor will: (i) review and evaluate each Binding Offer, provided that each Binding Offer may be re-negotiated with the Monitor and the applicable Qualified Bidder, upon consultation with ~~the OTE Group~~RBC, and may be amended, modified or varied to improve such Binding Offer as a result of such negotiations; and (ii) identify the highest or otherwise best Binding Offer(s) (the "Successful Bid(s)", and a Qualified Bidder making such Successful Bid, a "Successful Bidder") for any particular Property of the OTE Group in whole or part.

18. ~~16.~~ The Monitor, in consultation with ~~the OTE Group~~RBC, may provide a recommendation to the Court to approve one or more Successful Bids. The Monitor shall have no obligation to enter into a Successful Bid ~~to, and the Monitor may~~ reject any or all Binding Offers and/or ~~to~~ recommend to the Court that the Bid Process be terminated without the selection of a Successful Bid.

19. ~~17.~~ Notwithstanding the process and deadlines outlined above with respect to the Bid Process, the Monitor, at its reasonable discretion and upon consultation with ~~the OTE Group~~RBC may, at any time:

- (a) ~~a.~~ pause, terminate, amend or modify the Bid Process in accordance with the terms set out herein;
- (b) ~~b.~~ remove any portion of the Property from the Bid Process; and/or
- (c) ~~c.~~ establish further or other procedures for the Bid Process.

#### Confidentiality, Stakeholder/Bidder Communication and Access to Information

20. ~~18.~~ All discussions regarding the Bid Process should be directed through the Monitor. Under no circumstances should the management of the OTE Group or any stakeholder of the OTE Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the Bid Process. For greater certainty, nothing herein shall preclude a stakeholder from participating in or formulating a bid or from contacting potential bidders with the agreement of the Monitor to advise that the OTE Group have commenced a Bid Process and that they should contact the Monitor if they are interested in participating in the Bid Process.

21. ~~19.~~ If it is determined by the Monitor, ~~in consultation with the OTE Group~~, that it would be worthwhile to facilitate a discussion between one or more Qualified Bidders and a stakeholder or other third party as a consequence of a condition to closing or potential closing condition identified by such Qualified Bidder, the Monitor may provide such Qualified Bidder with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such bidder to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by the Monitor, ~~in consultation with the OTE Group~~. The Monitor must be provided with the opportunity to be present at all such communications or meetings.

**Supervision of the Bid Process**

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

SCHEDULE "A"1

## CAPITAL LEASES SCHEDULE

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

OWNED EQUIPMENT

## Trucks and Trailers

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

## IT Equipment

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

<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>System manufacturer</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19044</u>	
<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>System manufacturer</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Desktop</u>	<u>Micro-Star International Co., Ltd.</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	
<u>Laptop</u>	<u>ASUSTeK COMPUTER INC.</u>	<u>Microsoft Windows 11 Pro</u> <u>10.0.22621</u>	<u>07/12/2023</u>
<u>Laptop</u>	<u>LENOVO</u>	<u>Microsoft Windows 10 Pro</u> <u>10.0.19045</u>	<u>07/11/2023</u>

**SCHEDULE 2****The Monitor:**

<b>KPMG</b>					<b>Inc.</b>				
333	Bay	Street,	Suite	4600					
Bay		Adelaide		Centre					
Toronto, ON M5H 2S5									
Attention:	Paul	van	Eyk,	Duncan	Lau	and	Tahreem	Fatima	
Email:	<a href="mailto:pvaneyk@kpmg.ca">pvaneyk@kpmg.ca</a>			/	<a href="mailto:duncanlau@kpmg.ca">duncanlau@kpmg.ca</a>				
	<a href="mailto:tahreemfatima@kpmg.ca">tahreemfatima@kpmg.ca</a>			<a href="mailto:pvaneyk@kpmg.ca">pvaneyk@kpmg.ca</a>	<a href="mailto:duncanlau@kpmg.ca">duncanlau@kpmg.ca</a>			<a href="mailto:tahreemfatima@kpmg.ca">tahreemfatima@kpmg.ca</a>	

with copies to:

<b>Bennett</b>		<b>Jones</b>		<b>LLP</b>	
100	King	Street	West,	Suite	3400
Toronto, ON M5X 1A5					
Attention:	Raj	Sahni	and	Thomas	Gray
Email:	<a href="mailto:sahnir@bennettjones.com">sahnir@bennettjones.com</a>			<a href="mailto:grayt@bennettjones.com">grayt@bennettjones.com</a>	
	<a href="mailto:sahnir@bennettjones.com">sahnir@bennettjones.com</a>			<a href="mailto:grayt@bennettjones.com">grayt@bennettjones.com</a>	

**Appendix “D”**

# Paliare Roland

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

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

File # 101295

October 1, 2023

**VIA EMAIL**

**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 Monitor's Fifth Report in respect of the referenced proceedings (the "**Fifth Report**"), served yesterday. Some of the information contained in the Fifth Report is concerning to us and we have the following questions in connection therewith, which we would like answered as soon as possible. We may have further or other questions in future, including but not limited to questions arising from answers provided by the Monitor.

1. Referring to para. 24 of the 5th Report:
  - a. With reference to the list of customers included as Exhibit A to the First Hill Affidavit, which of these customers remain customers of the OTE Group currently?
  - b. In respect of each of the now-former customers listed on Exhibit A, advise when that customer ceased being a customer of OTE LP, and, for the avoidance of doubt, please identify the key customers referenced in para. 24 of the 5th Report, the date on which those customers departed, and the date when the Monitor became aware of their departure?
  - c. Are any of the key customers referenced in para. 24 of the 5th Report directly or indirectly related to or controlled by Miles Hill and Scott Hill, and if so, which ones
  - d. Were there any efforts made to replace the lost sales volumes, and if so please

# Paliare Roland

describe those efforts?

- e. On what date did the Monitor first begin to work on the Reduced Operations Plan?
2. Referring to para. 25 of the 5th Report?
  - a. On what date were the operations at the Tyendinaga Blending Location first discontinued?
  - b. On what date did the Monitor become aware that operations at the Tyendinaga Blending Location had first been (or would be) discontinued?
  - c. On what date were the operations at the Whitefish Blending Location first discontinued?
  - d. On what date did the Monitor become aware that operations at the Whitefish Blending Location had first been (or would be) discontinued?
  - e. On what date(s) were notices of termination of employment given to the employees at the Discontinued Locations and when was their last day of work?
  - f. On what date did the Monitor become aware that notices of termination of employment had been (or would be) given to the employees at the Discontinued Locations
  - g. With respect to the decision to shut down operations at the Tyendinaga and Whitefish blending locations and concentrate operations at the Six Nations blending location:
    - i. What were the reasons given to the Monitor for the OTE Group's decision to continue operations at the Six Nations blending location as opposed to the Tyendinaga and Whitefish blending locations?
    - ii. Was the Monitor involved in the decision as to which blending location would continue operations? If so, does the Monitor agree with the reasons of the OTE Group for the selection of the Six Nations blending location for continuing operations rather than the Tyendinaga or Whitefish blending locations?
  - h. What inquiries, if any, have been made by the Monitor regarding, and what is the Monitor's understanding of, the nature, validity and enforceability of the interests held by the OTE Group in the Six Nations Blending Location, the Tyendinaga Blending Location and the Whitefish Blending Location, having regard to the oral and/or written agreements or instruments that are in place in respect of each of these blending

locations, and having regard to the statutory regimes that apply under the Indian Act or the First Nations Land Management Act to the lands where these blending locations are situated.

- i. Having regard to the statutory regimes that apply under the *Indian Act* or the *First Nations Land Management Act* to the lands where these blending locations are situated, and having regarding to the oral and/or written agreements or instruments that are in place in respect of each blending location, does the Monitor agree that it would be preferable, from the perspective of creditors seeking to realize on the value of assets, for the Applicants' ongoing operations to be concentrated at the site of either the Tyendinaga Blending Location or Whitefish Blending Location? If not, why not?

3. Referring to para. 37 and para. 38 of the 5th Report:

- a. When formulating its recommendation in respect of the Bid Process, was the Monitor aware that while the other limited partners of OTE LP contributed cash in exchange for their unit interests, Scott Hill's contribution was the premises on which the Head Office and Six Nations Blending Location is located, for which Scott Hill holds a Certificate of Possession (the "**Hill Property**")?
- b. What, if any, assurances have been (or will be) provided by Scott Hill, in his capacity as holder of the Certificate of Possession in respect of the Hill Property, in relation to the interest in the Head Office and Six Nations Blending Location that will be offered for sale within the Bid Process? How, if at all, was this issue considered by the Monitor in the formulation of its recommendation in respect of the Bid Process, including, in particular, in respect of the recommended "as is, where is" basis for the sale and the recommended role of the OTE Group in the selection of an acceptable binding offer?
- c. In light of the "informal, oral lease agreements" in place for the Head Office and Six Nations Blending Location (see First Hill Affidavit, paragraph 43), and given the "as is, where is" formulation of the Monitor's recommendation in respect of the Bid Process, what is the nature of the interest (if any) in respect of the Head Office and Six Nations Blending Location that the Monitor expects might be offered for sale to third parties that are arms-length of Scott Hill, within the Bid Process?

4. At para. 38(viii) of the 5<sup>th</sup> Report, the Monitor indicates that only "Binding Offers that are acceptable to **both** the Monitor and the OTE Group" [emphasis added] will be presented to the Court for approval. The grant of a veto to the OTE Group appears to be a discretionary decision by the Monitor because the proposed Bid Process does not, on its face, appear to require approval of the OTE Group. Please clarify/confirm.

# Paliare Roland

5. Please provide the listing of equipment that is being offered for sale as part of the Bid Process. We are asking for this information as we are particularly interested in verifying that:
  - a. all of the necessary information is ready to be made available to interested bidders;
  - b. all material equipment is being made available to bidders; and,
  - c. that equipment is appropriately characterized and classified (in particular, that equipment relating to blending operations (other than the tanks in the ground), which we understand was commissioned and purchased with the express intention that it be moveable between blending sites, is properly characterized and made available for sale as a chattel and is not being characterized and treated as a fixture tied to the premises.

We also take this opportunity to attach our current comments in respect of the proposed Bid Process. We may have further or other comments in respect of the Bid Process as well. As you will see, and as you may intuit from the questions above, we are particularly concerned by the role contemplated for Miles and Scott Hill in respect of the CCAA proceedings going forward, and we anticipate a motion to appoint a Chief Restructuring Officer to provide appropriate governance going forward.

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  
S. Graff  
client

**Appendix “E”**

September 29, 2023

Monique Jilesen  
Direct line: 416-865-2926  
Email: [mjilesen@litigate.com](mailto:mjilesen@litigate.com)

**Via Email**

Duncan Lau  
KPMG Inc.  
National Service Line Leader  
Restructuring & Turnaround  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto, ON M5H 2S5

Raj S. Sahni  
Bennett Jones LLP  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4

Dear Mr. Lau and Mr. Sahni:

**RE: AirSprint Aircraft Usage  
Our File No.: 101134**

I am writing on behalf of 2658658 Ontario Inc (“GPMC Holdings”), 10000267493 Ontario Inc. and Mr. Page in relation to the above-noted matter. As you know, 10000267493 Ontario Inc. is currently the fractional owner of various private airplanes through the fractional ownership program of AirSprint Private Aviation (“AirSprint”), and prior to their transfer to 10000267493 Ontario Inc. in 2022, these fractional ownership interests were owned by GPMC Holdings.

It has come to my clients' attention that KPMG in its capacity as Monitor has sent letters (“AirSprint Letters”) to certain individuals – including Kellie Hodgins, Mathew McLeod, David Blois and Matthew Page – inquiring about certain flights on AirSprint airplanes that occurred between April 20, 2021 and February 23, 2023 and on which they are identified as passengers on AirSprint’s flight manifest records.

As set out below, my clients have a number of concerns and objections to the manner in which the Monitor has framed its inquiries to these individuals in the AirSprint Letters, and the unfounded assumptions that appear to underpin those inquiries.

First, my clients take issue with the assumption that the Monitor is authorized to demand production of information regarding any and all AirSprint flights that were arranged on my clients’ AirSprint account and that were identified in the records produced by AirSprint in response to the Court’s April 28, 2023 order. As you know, the Monitor’s powers to compel production of information, as set out in the Amended and Restated Initial Order dated February 9, 2023 (“ARIO”), relates solely to “Requested Information”, defined as “any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, *relating to the OTE Group*” [emphasis added].

The unfounded assumption underpinning the AirSprint Letters is that the Monitor has a basis to assert that information about a particular flight that was arranged on my clients' AirSprint account and that was identified in the records produced by AirSprint constitutes "Requested Information". Information about a particular flight that was arranged on my clients' AirSprint account only constitutes "Requested Information" if it is first established that the flight or the payment for the flight related to the OTE Group.

It is the position of my clients that in the absence of specific information demonstrating that a particular flight or the funds used to pay for a particular flight related to the OTE Group, the Monitor has no authority to demand production of information about that flight. We do not agree that the allegations regarding payments to AirSprint that have been made by the OTE Group to date suffice to establish the Monitor's authority in this regard.

Second, without limiting the above, it is my clients' position that the Monitor has no basis to demand production of any information relating to flights that occurred after July 28, 2022. We are aware of no basis for the Monitor to assert that the usage by 10000267493 Ontario Inc. of its AirSprint fractional ownership interests *after July 28, 2022* could constitute information relating to the OTE Group.

As you know, Mr. Page ceased to be President of OTE LP's general partner in or around July 14, 2022. On or around July 28, 2022, the OTE Group revoked the access privileges of Mr. Page, Ms. Cox and the employees of GPMC Management Services to all platforms that had previously been used by GPMC Management Services to provide management services to the OTE Group. We are aware of no allegation (or evidence) by the OTE Group or the Monitor that funds originating from the OTE Group were used for the purposes of payment to AirSprint after July 28, 2022.

As such, it is my clients' position that the Monitor has no authority to demand production, by way of the AirSprint Letters, of any information relating to flights that took place after July 28, 2022.

In the event that the Monitor is in possession of information that supports the assertion that information regarding AirSprint flights that occurred after July 29, 2022 constitute "Requested Information" within the meaning of the ARIO, we ask that you share this information with us.

Third, my clients take issue with the assertion in the AirSprint Letters that if the individuals to whom the letters are addressed do not provide responses within 14 days, "the Monitor will assume that all travel listed on Schedule "A" is personal and not related to the business of the OTE Group, *and will request reimbursement therefor on behalf of the OTE Group*" [emphasis added]. It is unclear whether this is intended by the Monitor as a warning that reimbursement will be sought by the Monitor directly from the individuals who were the recipient of the AirSprint Letters, although this is certainly how the AirSprint Letter has been interpreted as such a threat by at least some of those recipients.

There is no basis for the Monitor to assert, as has occurred in the AirSprint Letters, that because a certain flight was arranged on the AirSprint account of our clients and that the travel in question was personal and/or not related to the business of the OTE Group, that the OTE Group is entitled to reimbursement in respect of that flight. My clients were entitled to and did use their AirSprint fractional ownership interests for their own personal and business purposes, unrelated to the OTE Group.

There is also no legal basis for the Monitor to assert that it will seek reimbursement on behalf of the OTE Group for certain AirSprint flights merely on the basis of non-response by the recipient of an AirSprint Letter.

Finally, the Court's July 17, 2023 order requiring the AirSprint Proceeds to be paid to the Monitor was on the basis that such funds would be "held by the Monitor in trust pending judicial determination of the claims and entitlements to such proceeds as between the OTE Group entities and the Mareva Respondents" (paragraph 4 of July 17, 2023 Order). Furthermore, paragraph 7 of the July 17, 2023 order provides that a case conference will be held "to seek directions regarding subsequent steps relating to the determination of the rights, interests, encumbrances, liens and entitlements of any of the OTE Group entities, the Monitor, and any of the Mareva Respondents or the Related Companies, in and to... the OTE Claimed AirSprint Property". No such case conference has yet been held and no such directions have been sought by the Monitor. The OTE Group has not established any interest over any portion of the AirSprint Proceeds.

Our clients do not agree that the process devised unilaterally by the Monitor is an appropriate, fair or efficient way to proceed with the inquiries necessary for the Court to make determinations regarding the rights, interests and entitlements of any of the OTE Group entities and any of the Mareva Respondents or the Related Companies, regarding the OTE Claimed AirSprint Property.

Yours truly,



Per: Monique Jilesen

MJ/ap  
c. Jonathan Chen, Lenczner Slaght



Jessica R. Orkin  
 Direct Line: 416.979.4381  
 Fax: 416.591.7333  
 jorkin@goldblattpartners.com  
 Our File No. 23-254

September 29, 2023

**Via E-mail**

Duncan Lau  
 KPMG Inc.  
 National Service Line Leader, Restructuring &  
 Turnaround  
 333 Bay Street, Suite 4600  
 Bay Adelaide Centre  
 Toronto ON M5H 2S5

Raj S. Sahni  
 Bennett Jones LLP  
 3400 One First Canadian Place  
 P.O. Box 130  
 Toronto, ON M5X 1A4

Dear Mr. Lau and Mr. Sahni,

**Re: AirSprint Aircraft Usage**

We represent Kellie Hodgins, Mathew McLeod and David Blois in relation to the above-noted matter. Our clients have received Mr. Lau's letters dated September 15, 2023 (the "Airsprint Letters") requesting information from each of them regarding various AirSprint flights set out in Schedule A to their respective letters.

We are also in receipt of Ms. Jilesen's letter of today's date on behalf of 2658658 Ontario Inc., 10000267493 Ontario Inc. and Mr. Page regarding the Airsprint Letters.

I am writing to advise that in light of the position set out in Ms. Jilesen's letter, our clients will not be providing the information requested in the Airsprint Letters. Our clients do not agree that the information demanded by the Monitor in the Airsprint Letters constitutes "Requested Information" within the meaning of the Amended and Restated Initial Order dated February 9, 2023.

If the Monitor has further information to share that substantiates its authority to demand information regarding any of the flights set out in Schedule A to the Airsprint Letters, our clients would be pleased to receive that information, and if appropriate to reconsider their position.

Sincerely,

Jessica R. Orkin  
 JRO:es/cope 343

**Appendix “F”**

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

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

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

## ORDER

THIS MOTION, made by the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively with the Applicants, the "OTE Group") for an order authorizing and directing AirSprint Inc. ("AirSprint") to provide certain information to KPMG Inc., in its capacity as the monitor (in such capacity, the "Monitor") in these proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA", and these proceedings, the "CCAA Proceedings") and counsel to the Monitor, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the Motion Record of the OTE Group, the third report of the Monitor (the **"Third Report"**), and on hearing the submissions of counsel for the OTE Group, counsel for the Monitor, and those other parties listed on the counsel slip, no one else appearing although duly served as it appears from the affidavit of service of Samantha Hans dated April 20, 2023,

## SERVICE

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

**DEFINED TERMS**

2. **THIS COURT ORDERS** that capitalized terms used within this Order and not expressly defined herein shall have the meanings set forth in the Third Report.

**PRODUCTION OF INFORMATION**

3. **THIS COURT ORDERS** that AirSprint is hereby authorized and directed to provide the Monitor and its counsel with the information requested by the Monitor or its counsel in connection with the amended and restated initial order issued by this Court on February 9, 2023 (the "**Amended and Restated Initial Order**") and any other Order of this Court, related to: (a) the OTE Group, (b) any of the OTE Group's directors or officers (together with the OTE Group, the "**OTE Group Affiliates**"), or (c) any third party owned, controlled by, or otherwise related to the OTE Group Affiliates, including for avoidance of doubt the information requested by the Monitor by letter to AirSprint on February 23, 2023 (the "**Information**"), but excluding information subject to legal privilege, including solicitor-client privilege and litigation privilege.

4. **THIS COURT ORDERS** that AirSprint is authorized to provide the Monitor and its counsel with the Information notwithstanding that the Information may include "personal information" as defined in the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended (the "**Personal Information Protection Act**") and that in accordance with section 7(3) of the Personal Information Protection Act and any similar legislation in any other applicable jurisdictions, this Order shall be sufficient to authorize the provision of the Information by AirSprint to the Monitor and its counsel.

5. **THIS COURT ORDERS** that AirSprint shall not disclose what Information has been provided to the Monitor and its counsel to any other person, in each case unless such disclosure is required by law or otherwise ordered by the Court.

6. **THIS COURT ORDERS** that the Monitor and its counsel shall maintain and protect the privacy and confidentiality of the Information, and shall only use the Information in connection with the performance of the Monitor's roles and duties pursuant to the to the CCAA, the Amended and Restated Initial Order, and any other Order of this Court.

7. **THIS COURT ORDERS** that the Monitor and its counsel are authorized to share the Information with the OTE Group and its counsel, as well as Glenn Page, 2658658 Ontario Inc., Mandy Cox, Kellie Hodgins and their respective counsel (together, the "**Additional Recipients**") notwithstanding that the Information may include "personal information" as defined in the Personal Information Protection Act and that in accordance with section 7(3) of the Personal Information Protection Act and any similar legislation in any other applicable jurisdictions, this Order shall be sufficient to authorize the provision of the Information by the Monitor and its counsel to the Additional Recipients, provided however that (i) the Monitor and the Additional Recipients shall comply with applicable privacy laws with respect to personal information received hereunder, and (ii) in the event that the Information provided to the Monitor is identified by AirSprint as being commercially sensitive and confidential in relation to AirSprint, the Information shall not be shared with the Additional Recipients or any other person unless otherwise ordered by the Court.

8. **THIS COURT ORDERS** that the Additional Recipients to whom Information is disclosed shall maintain and protect the privacy and confidentiality of the Information and shall not use such Information for any purpose unrelated to the CCAA Proceedings.

9. **THIS COURT ORDERS** that, without limiting any powers of the Monitor pursuant to the CCAA, the Amended and Restated Initial Order or any other order of this Court the Monitor and the Additional Recipients shall be permitted to use the Information obtained pursuant to this Order for the purpose of investigating the business and affairs of the OTE Group and pursuing legal proceedings to recover any Property (as defined in the Amended and Restated Initial Order) or seek recourse in respect of any reviewable transactions, payments or preferences, for the general benefit of the OTE Group and its creditors. Both the OTE Group and the Monitor shall be permitted to apply to this Court for such further relief as may be appropriate including, without limitation, such further orders that are required to trace, freeze, and recover any Property of the OTE Group or any Property purchased with funds of the OTE Group.

10. **THIS COURT ORDERS** that, in connection with its duties, the Monitor and its counsel and the Additional Recipients may provide the Information to the Court provided that any

Information deemed to be confidential by the Monitor or the Additional Recipients shall be provided to the Court confidentially with a request for a sealing order.

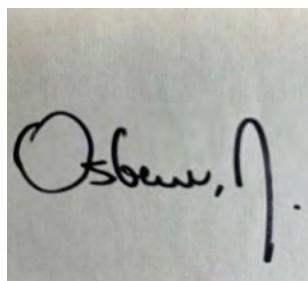
11. **THIS COURT ORDERS** that the Monitor, the OTE Group, and AirSprint shall have no liability with respect to any losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of carrying out the provisions of this Order, except to the extent such losses, claims, damages or liability results from the gross negligence or wilful misconduct of the Monitor and/or the OTE Group and/or AirSprint, as applicable, and as determined by this Court. Nothing in this Order shall derogate from the protections afforded to the Monitor under the Amended and Restated Initial Order.

12. **THIS COURT ORDERS** that nothing in this Order shall prejudice the ability of the Monitor to continue to compel the production of Requested Information (as defined in the Amended and Restated Initial Order) from any party, or to continue to request any information necessary to carry out the Monitor's duties pursuant to the CCAA, the Amended and Restated Initial Order, or any other Order of this Court.

## GENERAL

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

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



2023.04.2  
8 07:19:34  
-04'00'

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

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

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

**Proceedings commenced at Toronto**

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**INFORMATION ORDER**

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**AIRD & BERLIS LLP**

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

**Steven Graff (LSO#: 31871V)**

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**Samantha Hans (LSO# 84737H)**

Tel: 437.880.6105  
Email: [shans@airdberlis.com](mailto:shans@airdberlis.com)

*Lawyers for the OTE Group*

**Appendix “G”**



**Raj S. Sahni**  
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 e-mail: sahnir@bennettjones.com

October 3, 2023

**Via Email**

Lenczner Slaght  
 130 Adelaide St. W.  
 Suite 2600  
 Toronto, Ontario M5H 3P5

**Attention: Monique Jilesen**

Dear Ms Jilesen and Ms Orkin:

**Re: AirSprint Aircraft Usage**

Goldblatt Partners LLP  
 20 Dundas St. W., Suite 1039  
 Toronto, Ontario M5G 2C2

**Attention: Jessica Orkin**

On behalf of KPMG Inc. as court-appointed monitor (the "**Monitor**") of the OTE Group in their proceedings pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"), we are writing in response to each of your letters dated September 29, 2023.

The Monitor disagrees with the positions set out in your letters. The powers given to the Monitor under the Amended and Restated Initial Order and any other orders of the Court are in addition to any powers of the Monitor pursuant to the CCAA and otherwise at law. As an officer of the Court, the Monitor's role includes reviewing past transactions involving the OTE Group and seeking to recover any funds or property for which OTE Group did not receive adequate consideration. The Monitor is empowered to review and investigate such transactions, including without limitation, pursuant to section 36.1 of the CCAA and section 96 of the *Bankruptcy and Insolvency Act* ("**BIA**").

As the Monitor noted in paragraph 27 of its Second Report dated March 13, 2023, and paragraph 59 of its Third Report dated April 25, 2023 (the "**Third Report**"), approximately USD \$6,864,425 and approximately CAD \$1,057,681 was wired by OTE Group entities to AirSprint Inc. ("**AirSprint**"). As further noted by the Monitor in paragraph 63 of the Third Report, "The Monitor is of the view that the Information (including the AirSprint Information) is crucial to the Monitor's ongoing investigation into the alleged misappropriation of OTE Group funds and property, and does not believe that the Information Order will prejudice any stakeholder." Accordingly, the Monitor expressly informed the Court that the information being sought from AirSprint (the "**AirSprint Information**") would be used in the Monitor's investigation into the alleged misappropriation of OTE Group funds and property.

Moreover, while the Monitor is already empowered to conduct its investigations pursuant to the CCAA and the BIA without any further court order, paragraph 9 of the April 27, 2023 Order made in respect

October 3, 2023

Page 2

of the AirSprint Information gave the Monitor express authority to use the AirSprint Information "for the purpose of investigating the business and affairs of the OTE Group and pursuing legal proceedings to recover any Property (as defined in the Amended and Restated Initial Order) or seek recourse in respect of any reviewable transactions, payments or preferences, for the general benefit of the OTE Group and its creditors."

The Monitor has acted and continues to act in accordance with its duties and powers in sending information requests as to usage of aircraft paid for by funds from the OTE Group to determine whether that usage of aircraft was for legitimate purposes in relation to the OTE Group's business or for purposes that would entitle the OTE Group to compensation or recovery of funds as a transaction at undervalue pursuant to section 96 of the BIA or otherwise. Accordingly, we see no legitimate basis on which your respective clients can object to the investigations being conducted by the Monitor, which are intended to seek additional recoveries for the OTE Group's creditors. While paragraph 7 of the July 17, 2023 Order provides for a mechanism to seek directions for a hearing to determine entitlements against the proceeds of the Italian Yacht and the OTE Claimed AirSprint Property, it certainly does not purport to limit the Monitor's ongoing investigations or provide your clients any basis to interfere therewith.

The Monitor has received some responses to its information requests in relation to the AirSprint flights and will follow-up with any persons who have not yet responded. If your respective clients require additional time to respond, please let the Monitor know. If your respective clients or others refuse to provide the Monitor with the requested information, the Monitor may seek further directions from the Court to compel production of that information; however, we would hope that your respective clients will cooperate so that is not necessary.

Yours truly,



Raj S. Sahni

RSS:mv

C: Paul van Eyk and Duncan Lau, KPMG Inc.

WSLEGAL\078556\00002\35810756v1



Bennett Jones

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceedings commenced in Toronto

**Supplement to the Fifth Report of the Monitor  
(October 6, 2023)**

**BENNETT JONES LLP**  
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P.O. Box 130  
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*Lawyers for the Monitor*

This is Exhibit "X" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



September 15, 2023

118 Main Street North  
P O Box 1063  
Hamilton ON L0R 2H0

Dear Glenn Page

**Re: AirSprint Aircraft Usage**

As you may know, on January 30, 2023, Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP and Original Traders Energy LP (collectively, the "**OTE Group**") were granted protection by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the *Companies' Creditors Arrangement Act* (the "**CCAA**", and these proceedings, the "**CCAA Proceedings**"). In connection therewith, KPMG Inc. was appointed by the Court as the Monitor of the OTE Group (in such capacity, the "**Monitor**"), and was provided with expanded investigatory powers. The protection granted to the OTE Group and the powers of the Monitor in these CCAA Proceedings are set out in the Initial Order granted by the Court on January 30, 2023 and the Amended and Restated Initial Order granted by the Court on February 9, 2023. These Orders, as well as Reports filed by the Monitor and other relevant materials from the CCAA Proceedings, can be found on the Monitor's website: <http://home.kpmg/ca/OTEGroup>.

During the course of its investigation, the Monitor became aware that the OTE Group transferred significant funds to AirSprint Inc. ("**AirSprint**") in connection with the purchase of fractional ownership interests for certain aircrafts (the "**OTE Claimed Aircrafts**"). In cooperation with the Monitor and pursuant to an Order of the Court dated April 27, 2023, AirSprint provided certain information to the Monitor. This information included flight manifests identifying the individuals who travelled with the OTE Claimed Aircraft (the "**Flight Manifest**") between 4/20/2021 to 2/23/2023 (the "**Review Period**").

This letter is being sent to persons who, based on the Flight Manifest, traveled on OTE Claimed Aircrafts during the Review Period, in order for the Monitor to investigate and obtain more information relating to the use of the OTE Claimed Aircrafts.

According to the Flight Manifest provided by AirSprint, you and/or your family members travelled using the aircraft, on **138** trips, as set out in more detail at Schedule "A" hereto. Please review Schedule "A" and provide us with information regarding these trips, including: (i) the nature of each trip (business or personal); (ii) if a business trip, the nature of the business conducted; (iii) who you were meeting and for what purpose; (iv) information as to any other persons that travelled that are not listed at Schedule "A"; and (v) any other information relevant to the trip(s).

Please provide us your response within **14 days** of the date of this letter. The Monitor expressly reserves its right to seek additional information from you in respect of this travel. If you do not provide responses within **14 days**, the Monitor will assume that all travel listed on Schedule "A" is personal and not related to the business of the OTE Group, and will request reimbursement therefor on behalf of the OTE Group.



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**KPMG Inc.**  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, ON, M5H 2S5

Telephone: (416) 777 8500  
Fax: (416) 777 3364  
[www.kpmg.ca](http://www.kpmg.ca)

If you have any questions in respect of this letter, we will make ourselves available for a discussion.

Yours truly,

Duncan Lau

**KPMG INC.**  
**In its capacity as Court-Appointed**  
**Monitor of Original Traders Energy Group**  
**And not in its personal or corporate capacity**

Toll Free #: 1 (833) 665-0666

Local # : (416) 468-7000

[OTEGroup@kpmg.ca](mailto:OTEGroup@kpmg.ca)

<http://home.kpmg/ca/OTEGroup>

Copy to:

Paul van Eyk

Tahreem Fatima

Broderick Lomax

Raj Sahni

Thomas Gray

\*Note: OTE Business refers to business directly performed for Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP and Original Traders Energy LP (collectively, the "OTE Group").

Schedule A Passenger	Date	Origin		Destination		Passengers	(i) the nature of trip (OTE business*, other business, or personal)	(ii) if a business trip, the nature of the business conducted	(iii) if a business trip, who you were meeting and for what purpose	(iv) information as to any other persons that travelled that are included in passenger list	(v) information as to any other persons that travelled that are not listed at Schedule "A"	(vi) any other information relevant to the trip(s)
PAGE, GLENN	4/29/2021	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON 6	PAGE, GLENN;COX, MANDY;DENOBIGA, BRIAN;PAGE, GLENN;COX, MANDY;MCLEOD, MATT				
PAGE, GLENN	4/29/2021	CYYB	NORTH BAY	ON	CYAM	SAULT STE MARIE	ON 3	PAGE, GLENN;COX, MANDY;MCLEOD, MATT				
PAGE, GLENN	4/29/2021	CYAM	SAULT STE MARIE	ON	CYYB	NORTH BAY	ON 6	PAGE, GLENN;COX, MANDY;DENOBIGA, BRIAN;PAGE, GLENN;COX, MANDY;MCLEOD, MATT				
PAGE, GLENN	4/29/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON 3	PAGE, GLENN;COX, MANDY;DENOBIGA, BRIAN				
PAGE, GLENN	5/5/2021	CYYZ	TORONTO	ON	KCLE	CLEVELAND	OH 4	PAGE, GLENN;COX, MANDY;CAMPBELL, GARY;CAMPBELL, KIMBERL				
PAGE, GLENN	5/5/2021	KCLE	CLEVELAND	OH	KFDY	FINDLAY	OH 4	PAGE, GLENN;COX, MANDY;CAMPBELL, GARY;CAMPBELL, KIMBERL				
PAGE, GLENN	5/6/2021	KFDY	FINDLAY	OH	TLPC	CASTRIES (ST LUCIA)	SL 4	PAGE, GLENN;COX, MANDY;CAMPBELL, KIMBERL;CAMPBELL, GARY				
PAGE, GLENN	5/22/2021	TLPC	CASTRIES (ST LUCIA)	SL	CYYZ	TORONTO	ON 4	PAGE, GLENN;COX, MANDY;CAMPBELL, KIMBERL;CAMPBELL, GARY				
PAGE, GLENN	6/8/2021	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON 3	PAGE, GLENN;PAGE, BRIAN;DENOBIGA, BRIAN				
PAGE, GLENN	6/8/2021	CYAM	SAULT STE MARIE	ON	CYSB	SUDBURY	ON 3	PAGE, GLENN;PAGE, BRIAN;DENOBIGA, BRIAN				

PAGE, GLENN	6/8/2021	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	3	PAGE, GLENN;PAGE, BRIAN;DENOBIGA, BRIAN						
PAGE, GLENN	7/27/2021	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON	2	PAGE, GLENN;DE NOBRIGA, BRIAN						
PAGE, GLENN	7/27/2021	CYAM	SAULT STE MARIE	ON	CYYB	NORTH BAY	ON	2	PAGE, GLENN;DE NOBRIGA, BRIAN						
PAGE, GLENN	7/27/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;DE NOBRIGA, BRIAN						
PAGE, GLENN	8/17/2021	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON	3	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN						
PAGE, GLENN	8/17/2021	CYAM	SAULT STE MARIE	ON	CYSB	SUDBURY	ON	3	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN						
PAGE, GLENN	8/17/2021	CYSB	SUDBURY	ON	CYYB	NORTH BAY	ON	3	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN						
PAGE, GLENN	8/17/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	3	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN						
PAGE, GLENN	8/24/2021	CYHM	HAMILTON	ON	CYMX	Montreal	QC	4	PAGE, GLENN;FERLAND, ANDY;DE NOBRIGA, BRIAN;BLOIS, DAVID						
PAGE, GLENN	8/24/2021	CYMX	Montreal	QC	CYHM	HAMILTON	ON	4	PAGE, GLENN;FERLAND, ANDY;DE NOBRIGA, BRIAN;BLOIS, DAVID						
PAGE, GLENN	9/2/2021	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	9	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN;PAGE, BRIAN;BLOIS, DAVID;PAGE, GLENN;PAGE,						

PAGE, GLENN	9/2/2021	CYYB	NORTH BAY	ON	CYSB	SUDBURY	ON	4	PAGE, GLENN;PAGE, BRIAN;BLOIS, DAVID;DE NOBRIGA, BRIAN						
PAGE, GLENN	9/2/2021	CYSB	SUDBURY	ON	CYYB	NORTH BAY	ON	9	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN;PAGE, BRIAN;BLOIS, DAVID;PAGE, GLENN;PAGE, BRIAN;BLOIS, DAVID;DE NOBRIGA, BRIAN						
PAGE, GLENN	9/2/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	5	PAGE, GLENN;COX, MANDY;DE NOBRIGA, BRIAN;PAGE, BRIAN;BLOIS, DAVID						
PAGE, GLENN	9/8/2021	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	8	PAGE, GLENN;COX, MANDY;BLOIS, DAVID;NAGY, JOHN;DE NOBRIGA, BRIAN;PAGE, GLENN;BLOIS, DAVID;DE NOBRIGA, BRIAN						
PAGE, GLENN	9/8/2021	CYYB	NORTH BAY	ON	CYAM	SAULT STE MARIE	ON	3	PAGE, GLENN;BLOIS, DAVID;DE NOBRIGA, BRIAN						
PAGE, GLENN	9/8/2021	CYAM	SAULT STE MARIE	ON	CYYB	NORTH BAY	ON	8	PAGE, GLENN;COX, MANDY;BLOIS, DAVID;NAGY, JOHN;DE NOBRIGA, BRIAN;PAGE, GLENN;BLOIS, DAVID;DE NOBRIGA, BRIAN						
PAGE, GLENN	9/8/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	5	PAGE, GLENN;BLOIS, DAVID;COX, MANDY;NAGY, JOHN;DE NOBRIGA, BRIAN						
PAGE, GLENN	9/12/2021	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	2	COX, MANDY;PAGE, GLENN						
PAGE, GLENN	9/15/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	9/27/2021	KTEB	TEREBORO	NJ	KLAN	LANSING	MI	2	COX, MANDY;PAGE, GLENN						
PAGE, GLENN	9/28/2021	KLAN	LANSING	MI	CYYZ	TORONTO	ON	2	COX, MANDY;PAGE, GLENN						

PAGE, GLENN	9/28/2021	CYYZ	TORONTO	ON	CYHM	HAMILTON	ON	2	COX, MANDY;PAGE, GLENN						
PAGE, GLENN	9/29/2021	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW						
PAGE, GLENN	9/29/2021	CYYB	NORTH BAY	ON	CYAG	FORT FRANCES	ON	3	PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW						
PAGE, GLENN	9/29/2021	CYAG	FORT FRANCES	ON	CYYB	NORTH BAY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW						
PAGE, GLENN	9/29/2021	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;DE NOBRIGA, BRIAN						
PAGE, GLENN	10/6/2021	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON	2	PAGE, GLENN;PAGE, BRIAN						
PAGE, GLENN	10/6/2021	CYAM	SAULT STE MARIE	ON	CYSB	SUDBURY	ON	2	PAGE, GLENN;PAGE, BRIAN						
PAGE, GLENN	10/6/2021	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;PAGE, BRIAN						
PAGE, GLENN	10/6/2021	CYHM	HAMILTON	ON	KTEB	TEREBORO	NJ	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	10/20/2021	CYHM	HAMILTON	ON	KCHS	CHARLESTON	SC	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	10/30/2021	KFLL	FORT LAUDERDALE	FL	CYYZ	TORONTO	ON	2	PAGE, GLENN;COX, MANDY						

PAGE, GLENN	10/30/2021	CYYZ	TORONTO	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	11/4/2021	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	4	PAGE, GLENN;COX, MANDY;MARTIN, HOPE;DE NOBRIGA, BRIAN						
PAGE, GLENN	11/4/2021	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	4	PAGE, GLENN;COX, MANDY;MARTIN, HOPE;DE NOBRIGA, BRIAN						
PAGE, GLENN	11/11/2021	CYHM	HAMILTON	ON	KSDL	SCOTTSDALE	AZ	4	PAGE, GLENN;PAGE, MATTHEW;COOPER, JEFF;COOPER, SCOTT						
PAGE, GLENN	11/14/2021	KSDL	SCOTTSDALE	AZ	CYYZ	TORONTO	ON	4	PAGE, GLENN;PAGE, MATTHEW;COOPER, SCOTT;COOPER, JEFF						
PAGE, GLENN	11/14/2021	CYYZ	TORONTO	ON	CYHM	HAMILTON	ON	3	PAGE, GLENN;PAGE, MATTHEW;COOPER, SCOTT						
PAGE, GLENN	11/23/2021	CYHM	HAMILTON	ON	CYSB	SUDBURY	ON	6	PAGE, GLENN;HILL, SCOTT;LOFT, GARY;COX, MANDY;WATSON, ALEXANDRA;SMITH, AMY						
PAGE, GLENN	11/23/2021	CYSB	SUDBURY	ON	CYPQ	PETERBORO UGH	ON	6	PAGE, GLENN;HILL, SCOTT;LOFT, GARY;COX, MANDY;WATSON, ALEXANDRA;SMITH, AMY						
PAGE, GLENN	11/23/2021	CYPQ	PETERBORO UGH	ON	CYHM	HAMILTON	ON	5	PAGE, GLENN;HILL, SCOTT;LOFT, GARY;COX, MANDY;WATSON, ALEXANDRA						
PAGE, GLENN	11/24/2021	CYHM	HAMILTON	ON	KEYW	KEY WEST	FL	2	COX, MANDY;PAGE, GLENN						
PAGE, GLENN	11/29/2021	KEYW	KEY WEST	FL	CYYZ	TORONTO	ON	2	COX, MANDY;PAGE, GLENN						

PAGE, GLENN	11/29/2021	CYYZ	TORONTO	ON	CYHM	HAMILTON	ON	2	COX, MANDY;PAGE, GLENN						
PAGE, GLENN	12/5/2021	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON	1	PAGE, GLENN						
PAGE, GLENN	12/5/2021	CYAM	SAULT STE MARIE	ON	CYHM	HAMILTON	ON	1	PAGE, GLENN						
PAGE, GLENN	12/8/2021	CYHM	HAMILTON	ON	TLPC	CASTRIES (ST LUCIA)	SL	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	12/15/2021	TLPC	CASTRIES (ST LUCIA)	SL	CYHM	HAMILTON	ON	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	12/26/2021	CYHM	HAMILTON	ON	KILM	WILMINGTO N	NC	5	PAGE, GLENN;COX, MANDY;SMITH, GRAYSON;SMITH, ADDISYN;COX, BRENDA						
PAGE, GLENN	12/26/2021	KILM	WILMINGTO N	NC	TLPL	VIEUX FORT (ST LUCIA)	SL	5	PAGE, GLENN;COX, MANDY;SMITH, GRAYSON;SMITH, ADDISYN;COX, BRENDA						
PAGE, GLENN	1/9/2022	TLPC	CASTRIES (ST LUCIA)	SL	CYHM	HAMILTON	ON	4	PAGE, GLENN;COX, MANDY;COX, BRENDA;SMITH, ADDISYN						
PAGE, GLENN	3/2/2022	CYHM	HAMILTON	ON	CYSB	SUDBURY	ON	3	PAGE, GLENN;PAGE, BRIAN;BLOIS, DAVID						
PAGE, GLENN	3/2/2022	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	3	PAGE, GLENN;PAGE, BRIAN;BLOIS, DAVID						
PAGE, GLENN	3/3/2022	CYHM	HAMILTON	ON	KFL	FORT LAUDERDALE	FL	2	PAGE, GLENN;COX, MANDY						

PAGE, GLENN	3/3/2022	KFLL	FORT LAUDERDALE	FL	TLPC	CASTRIES (ST LUCIA)	SL	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	3/25/2022	TLPL	VIEUX FORT (ST LUCIA)	SL	CYHM	HAMILTON	ON	1	PAGE, GLENN						
PAGE, GLENN	4/4/2022	CYHM	HAMILTON	ON	CYAG	FORT FRANCES	ON	4	PAGE, GLENN;HARVIE, GHISLAIN;DE NOBRIGA, BRIAN;CARTER, DARRYL						
PAGE, GLENN	4/4/2022	CYAG	FORT FRANCES	ON	CYHM	HAMILTON	ON	4	PAGE, GLENN;HARVIE, GHISLAIN;DE NOBRIGA, BRIAN;CARTER, DARRYL						
PAGE, GLENN	4/5/2022	CYHM	HAMILTON	ON	CYSB	SUDBURY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;HARVIE, GHISLAIN;PAGE, GLENN;MCLEOD, MATHEW						
PAGE, GLENN	4/5/2022	CYSB	SUDBURY	ON	CYAM	SAULT STE MARIE	ON	2	PAGE, GLENN;MCLEOD, MATHEW						
PAGE, GLENN	4/5/2022	CYAM	SAULT STE MARIE	ON	CYSB	SUDBURY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;HARVIE, GHISLAIN;PAGE, GLENN;MCLEOD, MATHEW						
PAGE, GLENN	4/5/2022	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	3	PAGE, GLENN;DE NOBRIGA, BRIAN;HARVIE, GHISLAIN						
PAGE, GLENN	4/17/2022	CYHM	HAMILTON	ON	KTPA	TAMPA	FL	3	PAGE, GLENN;SMITH, GRAYSON;LANGTON, JESSICA						
PAGE, GLENN	4/17/2022	KTPA	TAMPA	FL	TLPC	CASTRIES (ST LUCIA)	SL	5	PAGE, GLENN;PAGE, GLENN;PAGE, GLENN;SMITH, GRAYSON;LANGTON, JESSICA						
PAGE, GLENN	5/1/2022	TLPC	CASTRIES (ST LUCIA)	SL	KPBI	WEST PALM BEACH	FL	2	PAGE, GLENN;COX, MANDY						

PAGE, GLENN	5/1/2022	KPBI	WEST PALM BEACH	FL	CYHM	HAMILTON	ON	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	5/6/2022	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	1	PAGE, GLENN						
PAGE, GLENN	5/6/2022	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	1	PAGE, GLENN						
PAGE, GLENN	5/10/2022	CYHM	HAMILTON	ON	KBWI	BALTIMORE	MD	1	PAGE, GLENN						
PAGE, GLENN	5/14/2022	KBWI	BALTIMORE	MD	CYHM	HAMILTON	ON	3	PAGE, GLENN;COX, MANDY;SMITH, ADDISYN						
PAGE, GLENN	5/25/2022	CYHM	HAMILTON	ON	CYAG	FORT FRANCES	ON	3	PAGE, GLENN;HILL, SCOTT;SMITH, GRAYSON						
PAGE, GLENN	5/25/2022	CYAG	FORT FRANCES	ON	CYHM	HAMILTON	ON	3	PAGE, GLENN;HILL, SCOTT;SMITH, GRAYSON						
PAGE, GLENN	5/27/2022	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON	4	PAGE, GLENN;COX, MANDY;RANKIN, BRUCE;SPENCER, JULIENNE						
PAGE, GLENN	5/27/2022	CYAM	SAULT STE MARIE	ON	CYSB	SUDBURY	ON	4	PAGE, GLENN;COX, MANDY;RANKIN, BRUCE;SPENCER, JULIENNE						
PAGE, GLENN	5/27/2022	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	4	PAGE, GLENN;COX, MANDY;RANKIN, BRUCE;ROBINSON, MARK						
PAGE, GLENN	5/30/2022	CYHM	HAMILTON	ON	CYZH	SLAVE LAKE	AB	2	PAGE, GLENN;HILL, SCOTT						

PAGE, GLENN	5/31/2022	CYZH	SLAVE LAKE	AB	CYHM	HAMILTON	ON	2	PAGE, GLENN;HILL, SCOTT						
PAGE, GLENN	6/2/2022	CYHM	HAMILTON	ON	TLPC	CASTRIES (ST LUCIA)	SL	5	PAGE, GLENN;COX, MANDY;HODGINS, KELLIE;SMITH, GRAYSON;PENNEY, JODY						
PAGE, GLENN	6/3/2022	TLPC	CASTRIES (ST LUCIA)	SL	CYHM	HAMILTON	ON	5	PAGE, GLENN;COX, MANDY;HODGINS, KELLIE;SMITH, GRAYSON;PENNEY, JODY						
PAGE, GLENN	7/3/2022	LEPA	PALMA (SPAIN)	SP	LFBD	BORDEAUX (FRANCE)	FR	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	7/10/2022	LFPB	LE BOURGET (FRANCE)	FR	CYYT	ST JOHN'S	NL	7	PAGE, GLENN;COX, MANDY;BLOIS, DAVID;BLOIS, TRACY;PAGE, MATTHEW;PAGE, JESSICA;PAGE, JACK						
PAGE, GLENN	7/10/2022	CYYT	ST JOHN'S	NL	CYHM	HAMILTON	ON	7	PAGE, GLENN;COX, MANDY;BLOIS, DAVID;BLOIS, TRACY;PAGE, MATTHEW;PAGE, JESSICA;PAGE, JACK						
PAGE, GLENN	7/19/2022	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	1	PAGE, GLENN						
PAGE, GLENN	7/19/2022	CYYB	NORTH BAY	ON	CYWG	WINNIPEG	MB	3	PAGE, GLENN;MCLEOD, MATHEW;HARRIS, ADAM						
PAGE, GLENN	7/20/2022	CYWG	WINNIPEG	MB	CYYB	NORTH BAY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW;HARRIS, ADAM;FERLAND, ANDY						
PAGE, GLENN	7/28/2022	CYHM	HAMILTON	ON	KBWI	BALTIMORE	MD	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	8/3/2022	KSGJ	ST. JOHNS COUNTY	FL	CYHM	HAMILTON	ON	3	PAGE, GLENN;COX, MANDY;HARVIE, GHISLAIN						

PAGE, GLENN	8/7/2022	CYHM	HAMILTON	ON	TLP/C	CASTRIES (ST LUCIA)	SL 5	PAGE, GLENN;COX, MANDY;LANGTON, JESSICA;HODGINS, KELLIE;HODGINS, GREGORY						
PAGE, GLENN	8/10/2022	TLP/C	CASTRIES (ST LUCIA)	SL	CYHM	HAMILTON	ON 5	PAGE, GLENN;COX, MANDY;LANGTON, JESSICA;HODGINS, KELLIE;HODGINS, GREGORY						
PAGE, GLENN	8/23/2022	CYHM	HAMILTON	ON	CYMX	MONTREAL	QC 4	PAGE, GLENN;DE NOBRIGA, BRIAN;BLOIS, DAVID;MCLEOD, MATHEW						
PAGE, GLENN	8/23/2022	CYMX	MONTREAL	QC	CYHM	HAMILTON	ON 5	PAGE, GLENN;DE NOBRIGA, BRIAN;BLOIS, DAVID;MCLEOD, MATHEW;BLOIS, ERIC						
PAGE, GLENN	8/26/2022	CYHM	HAMILTON	ON			2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	8/28/2022				CYHM	HAMILTON	ON 2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	9/12/2022	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON 2	PAGE, GLENN;PAGE, BRIAN						
PAGE, GLENN	9/12/2022	CYYB	NORTH BAY	ON	CYOW	OTTAWA	ON 3	PAGE, GLENN;MCLEOD, MATHEW;PAGE, BRIAN						
PAGE, GLENN	9/12/2022	CYOW	OTTAWA	ON	CYHM	HAMILTON	ON 3	PAGE, GLENN;MCLEOD, MATHEW;PAGE, BRIAN						
PAGE, GLENN	9/13/2022	CYHM	HAMILTON	ON	CYAG	FORT FRANCES	ON 3	PAGE, GLENN;COX, MANDY;MCLEOD, MATHEW						
PAGE, GLENN	9/13/2022	CYAG	FORT FRANCES	ON	CYYB	NORTH BAY	ON 3	PAGE, GLENN;COX, MANDY;MCLEOD, MATHEW						

PAGE, GLENN	9/13/2022	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	9/18/2022	CYQA	QUEBEC CITY	QC	TLPC	CASTRIES (ST LUCIA)	SL	3	PAGE, GLENN;COX, MANDY;HODGINS, KELLIE						
PAGE, GLENN	9/20/2022	TLPC	CASTRIES (ST LUCIA)	SL	CYHM	HAMILTON	ON	3	PAGE, GLENN;COX, MANDY;HODGINS, KELLIE						
PAGE, GLENN	9/23/2022	CYHM	HAMILTON	ON	CYSB	SUDBURY	ON	1	PAGE, GLENN						
PAGE, GLENN	9/23/2022	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	1	PAGE, GLENN						
PAGE, GLENN	9/27/2022	CYHM	HAMILTON	ON	CYAM	SAULT STE MARIE	ON	2	PAGE, GLENN;LYNCH, DEREK						
PAGE, GLENN	9/27/2022	CYAM	SAULT STE MARIE	ON	CYSB	SUDBURY	ON	2	PAGE, GLENN;LYNCH, DEREK						
PAGE, GLENN	9/27/2022	CYSB	SUDBURY	ON	CYHM	HAMILTON	ON	8	PAGE, BRIAN;POIRIER, MARIE;SMOOK, MELISSA-ASHLEY;SMOOK, CHRISTOPHER;SMOOK, NASH;SMOOK, BRIGGS;PAGE, GLENN;LYNCH, DEREK						
PAGE, GLENN	10/18/2022	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW						
PAGE, GLENN	10/18/2022	CYYB	NORTH BAY	ON	CYAM	SAULT STE MARIE	ON	3	PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW						

PAGE, GLENN	10/18/2022	CYAM	SAULT STE MARIE	ON	CYYB	NORTH BAY	ON	5	PAGE, GLENN;DE NOBRIGA, BRIAN;PAGE, GLENN;DE NOBRIGA, BRIAN;MCLEOD, MATHEW						
PAGE, GLENN	10/18/2022	CYYB	NORTH BAY	ON	CYHM	HAMILTON	ON	2	PAGE, GLENN;DE NOBRIGA, BRIAN						
PAGE, GLENN	10/24/2022	CYHM	HAMILTON	ON	KEYW	KEY WEST	FL	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	10/30/2022	KEYW	KEY WEST	FL	CYHM	HAMILTON	ON	2	PAGE, GLENN;PAGE, GLENN						
PAGE, GLENN	12/5/2022	CYHM	HAMILTON	ON	CYYB	NORTH BAY	ON	2	PAGE, GLENN;COX, MANDY						
PAGE, GLENN	12/5/2022	CYYB	NORTH BAY	ON	CYWG	WINNIPEG	MB	5	PAGE, GLENN;COX, MANDY;MCLEOD, MATHEW;MCLEOD, ABBYGALE;RATUDRADRA, WILLIAM						
PAGE, GLENN	12/7/2022	CYWG	WINNIPEG	MB	CYHM	HAMILTON	ON	6	PAGE, GLENN;COX, MANDY;PAGE, DAVID;PAGE, BARBARA;PAGE, BRIAN;POIRIER, MARIE						
PAGE, GLENN	12/7/2022	CYHM	HAMILTON	ON	KFL	FORT LAUDERDALE	FL	1	PAGE, GLENN						
PAGE, GLENN	12/8/2022	KFL	FORT LAUDERDALE	FL	CYHM	HAMILTON	ON	1	PAGE, GLENN						
PAGE, GLENN	1/17/2023	CYHM	HAMILTON	ON	SLU	ST. LUCIA	SL	1	PAGE, GLENN						
PAGE, GLENN	2/1/2023	CYLW	KELOWNA	BC	YVWG	WINNIPEG	MB	3	PAGE, GLENN;PAGE, BRIAN;MCLEOD, MATHEW						

PAGE, GLENN	2/1/2023	CYWG	WINNIPEG	MB	YYB	NORTH BAY	ON	2	PAGE, GLENN;MCLEOD, MATHEW						
PAGE, GLENN	2/2/2023	CYYB	NORTH BAY	ON	YPQ	PETERBORO UGH	ON	1	PAGE, GLENN						
PAGE, GLENN	2/16/2023	CYHM	HAMILTON	ON	FLL	FORT LAUDERDALE	FL	4	PAGE, GLENN;COX, MANDY;HODGINS, GREGORY;HODGINS, KELLIE						
PAGE, GLENN	2/20/2023	07FA	NORTH KEY LARGO	FL	YHM	HAMILTON	ON	4	PAGE, GLENN;COX, MANDY;HODGINS, GREGORY;HODGINS, KELLIE						
PAGE, GLENN	2/23/2023	CYHM	HAMILTON	ON	YYB	NORTH BAY	ON	1	PAGE, GLENN						
PAGE, MATTHEW	2/1/2022	PHOG	KAHULUI	HI	KOAK	OAKLAND	CA	3	PAGE, MATTHEW;PAGE, JESSICA;PAGE, JACK						
PAGE, MATTHEW	2/1/2022	KOAK	OAKLAND	CA	CYHM	HAMILTON	ON	3	PAGE, MATTHEW;PAGE, JESSICA;PAGE, JACK						
PAGE, MATTHEW	6/17/2022	CYUL	DORVAL	QC	KBOS	BOSTON	MA	3	PAGE, MATTHEW;KLEVEN, KIMBERLEY;KLEVEN, JEFFREY						

This is Exhibit "Y" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

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

THE HONOURABLE ) THURSDAY THE 12<sup>TH</sup>  
 )  
MADAM JUSTICE KIMMEL ) DAY OF OCTOBER, 2023

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

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

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

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

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

**SERVICE**

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

**DEFINED TERMS**

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

**MONITOR'S ENHANCED POWERS**

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

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

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

- (xiv) disclaiming any contracts and agreements on behalf of the OTE Group;
- (xv) taking any and all corporate governance actions for the OTE Group; and
- (xvi) providing instruction and direction to the advisors of the OTE Group;

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

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

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

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

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

#### **LIMITATION ON THE MONITOR'S LIABILITY**

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

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

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

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

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

### **APPROVAL OF AMENDED BID PROCESS**

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

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

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

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

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

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

## GENERAL

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

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

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

  
Digitally signed  
by Jessica Kimmel  
Date: 2023.10.12  
22:33:11 -04'00'

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

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

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

Proceedings commenced at Toronto

**ORDER**

**BENNETT JONES LLP**  
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P.O. Box 130  
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**Raj S. Sahni (LSO# 42942U)**  
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*Lawyers for the Monitor*

This is Exhibit "Z" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00693758-00CL HEARING  
DATE: October 12, 2023

NO. ON LIST: \_\_\_\_\_

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

BEFORE JUSTICE: KIMMEL

**PARTICIPANT INFORMATION : SEE PARTICIPANT SHEET ATTACHED**

**For Plaintiff, Applicant, Moving Party, Crown:**

Name of Person Appearing	Name of Party	Contact Info

**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info

**ENDORSEMENT OF JUSTICE KIMMEL:****The Motions**

1. The OTE Group (which includes the Applicants and two related and operationally integral non-applicant limited partnerships, OTE Logistics and Original Traders Energy LP, who have had relief extended to them through these CCAA proceedings) seeks an Order (the "Extended Stay and Amended Claims Procedure Order"):
  - a. Extending the Stay Period, as defined in the Initial Order, to April 26, 2024;
  - b. Amending the claims procedure approved pursuant to the Claims Procedure Order dated April 27, 2023 (the "Claims Procedure Order") pursuant to which the OTE Group, with the assistance of the Monitor, will seek to identify, quantify and resolve certain claims by former employees; and
  - c. Approving the Fifth Report of the Monitor dated September 28, 2023 (the "Fifth Report"), the Supplement to the Fifth Report of the Monitor dated October 6, 2023 (the "Supplemental Report"), and the activities and conduct of the Monitor in relation to the OTE Group and the CCAA Proceedings as described in these reports.
2. The Monitor is seeking an Order (the "Monitor's Enhanced Powers and Amended Bid Process Approval Order"), among other things:
  - a. providing the Monitor with enhanced powers in connection with the business and property of Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP, and Original Traders Energy LP (together, the "OTE Group"); and
  - b. approving an amended bid process (the "Amended Bid Process") for the sale of the assets of the OTE Group to be carried out by the Monitor.
3. These motions, together with a motion brought by Glenn Page ("Page") and 2658658 Ontario Inc. ("265") for, among other things, the appointment of a Chief Restructuring Officer (a "CRO Appointment Motion"), were originally returnable last week and were adjourned to allow the OTE Group, the Monitor and the stakeholders time to come to a consensual resolution, which they have now done. The court was advised today that the CRO Appointment Motion is being withdrawn, without prejudice. No one is opposing either the Monitor's Enhanced Powers and Amended Bid Process Approval Order or the Extended Stay and Amended Claims Procedure Order.
4. The court was advised that all known stakeholders were served with the original motions returnable last week and that the Monitor has engaged with any who have raised any concerns regarding the orders now sought. No one appearing at the hearing raised any concerns or objections to the orders sought.
5. The employees and former employees have not been formally consulted or given notice of the proposed Amended Claims Procedure, but it has been designed to favour them and they retain all of their rights in respect of their claims.

**Recent Developments**

6. Following the date of the Initial Order made on January 30, 2023, the OTE Group has continued to work with the Monitor in managing the business of the OTE Group. Subsequent to the Fourth Report, the OTE Group became aware of the departure of certain key customers. As a result, the OTE Group does not anticipate being able to replace the lost sales volumes attributable to these customers in the current circumstances of its restructuring. As a result, operations at certain locations have been discontinued and some employees have been terminated. It is expected that there will be further employee terminations.

- With the assistance of the Monitor, the OTE Group has prepared a plan to reduce the operations of the OTE Group (the "Reduced Operations Plan") to limit operating costs and conserve cash due to the circumstances stated above.

#### Amended Claims Procedure

- The Monitor was previously authorized to carry out a Claims Procedure which had a claims bar date of June 27, 2023. The OTE Group and the Monitor propose to amend the Claims Procedure to include claims of terminated employees and to streamline and simplify the Claims Procedure for any employees terminated during the CCAA process (the "Terminated Employees"). This Amended Claims Procedure is targeted to Terminated Employee's claims and is designed to foster a user-friendly process for the Terminated Employees to have their claims recognized and resolved quickly and cost-effectively. The Employee Restructuring Claim mechanism provided for functions as a simplified "negative notice" employee claims process.
- This approach to employee termination claims, including a negative notice claims process, has been adopted in other CCAA proceedings. See for example, *Just Energy Group Inc.*, (September 15, 2021) CV-21-00658423-00CL (Order), at para. 22; and *Mountain Equipment Co-Operative (Re)*, 2020 BCSC 2037, at paras. 12, 60 and 68.
- Under this amended Claims Procedure, the OTE Group will prepare, in consultation with the Monitor and based on the OTE Group's books and records, a notice of Employee Restructuring Claim for each Terminated Employee terminated during the CCAA Proceedings that sets out accrued and unpaid vacation pay, termination and/or severance pay among other amounts. From that point forward, the negative notice process built into this amendment mirrors the claims procedures in *Just Energy Group Inc.* and *Payless Shoesource Canada GP Inc.*, (April 24, 2019) CV-19-00614629- 00CL (Order), where Terminated Employees will be provided with their determined claim amount, after which a dispute process can be run if necessary.
- The court's authority to amend the Claims Procedure is found in ss. 11 and 12 of the CCAA. The court requested a change to paragraph 3 to the proposed from of order, which was made, to make it clear that the court has not endorsed or approved the basis on which the Employee Restructuring Claims will be calculated at first instance and that the employees' rights with respect to the determination of their claims are preserved.
- With that change, and for the above and the other reasons outlined, *inter alia*, in paragraph 35 of the OTE Group's factum on this motion, it is appropriate to exercise the court's discretion to approve the Amended Claims Procedure.

#### Enhancement of Monitor's Powers and Amended Bid Process

- The expanded powers of the Monitor are consistent with what is typically provided for when the Monitor takes over for the board of directors, in a situation such as this where the last remaining director has agreed to resign. These expanded powers address governance and conflict issues that have been raised while allowing the Monitor to continue to manage the business and conduct the Amended Bid Process, among other things.
- The Monitor believes the relief sought in the Monitor's Enhanced Powers and Amended Bid Process Approval Order is fair and reasonable and is in the best interests of the OTE Group's creditors and will not prejudice any stakeholders.
- Pursuant to ss. 11 and 23(1)(k) of the CCAA, this Court has the authority to expand the powers of the Monitor. Section 11 of the CCAA provides the Court with a broad discretion that should be exercised in furtherance of the remedial objectives of the CCAA, and where it has been demonstrated that (a) the

order sought is appropriate in the circumstances, (b) the applicant has been acting in good faith and with due diligence. See 9354-9186 *Québec inc. v. Callidus Capital Corp.*, 2020 SCC 10, at paras. 47-49.

16. Section 23(1)(k) of the CCAA specifically provides that the monitor shall carry out any other functions in relation to the debtor company that the court may direct.
17. It has become accepted that a monitor's powers may be enhanced to allow it to function as a "super monitor" under the CCAA, including to provide super monitor powers to allow a monitor to exercise the powers of the board of directors of an entity after its board and management have resigned. See *Re Nortel Networks Corporation et al*, 2014 ONSC 6973, at para. 31. The Monitor's counsel advises that the proposed enhanced powers in this case are consistent with those that have been approved in previous cases.
18. The Monitor's enhanced powers requested at this motion would also ensure that the Monitor's investigation is not impeded and will provide the required independent oversight and governance to allow the Monitor to continue its investigations for the benefit of the stakeholders of the OTE Group and address the governance concerns that have been raised by Page and 265.
19. Among the enhanced powers would be the authority to run the Amended Bid Process. The remedial nature of the CCAA confers broad powers to facilitate restructurings, including the power to approve a sale process in relation to a CCAA debtor's business and assets, prior to or in the absence of a plan of compromise and arrangement. See *Nortel Networks Corporation (Re)*, 2009 CanLII 39492 (ON SC), at para. 48.
20. The Monitor's Fifth Report described a detailed proposed bid process that has been revised based upon input and consultation with stakeholders. The Amended Bid Process narrows the assets for sale to the right, title and interests of the OTE Group in the chattels identified at Schedule 1 to the Amended Bid Process due to uncertainty surrounding the ownership of fuel blending equipment, including claims that have been or may be asserted by landlords in respect thereof. The Amended Bid Process also provides for consultation rights to the Royal Bank of Canada ("RBC"), in its capacity as the secured lender to the OTE Group.
21. The Amended Bid Process has been timed to conclude before the end of the year when certain licences are expiring.
22. The Monitor's factum outlines at paragraphs 25-27 the factors to be considered and the justification for approving the Amended Bid Process in this case. The Monitor is of the view that the Amended Bid Process provides an appropriate framework that will fairly canvass the market to obtain the best offer for the assets of the OTE Group which will maximize value for the stakeholders.
23. The court approves the enhancement of the Monitor's powers and the Amended Bid Process for all of these reasons.

#### The Stay Extension

24. The court's authority to grant the requested stay extension to April 26, 2024 is found in s. 11.01(2) and (3) of the CCAA. I am satisfied that the stay extension is appropriate in the circumstances to, among other things, allow the Monitor to advance the Reduced Operations Plan and Amended Bid Process and to continue to work with the OTE Group, as it has done, in good faith and with due diligence to operate the remaining business as a going concern pending the completion of a potential transaction. It will also allow the Monitor to continue its investigation and tracing of OTE Group funds alleged to have been misappropriated.
25. Further, the Fifth Report also states that, based on the Third Extended Cash Flow Forecast, as defined therein, the Monitor believes the OTE Group will have sufficient liquidity to fund both operating costs and the costs of the CCAA Proceedings through to April 28, 2024, if granted.
26. The Monitor is of the view that the extension of the Stay Period is fair and reasonable in the circumstances.

Approval of the Monitor's Activities and Reports

27. The requested approval of the Monitor's Fifth Report and Supplemental Report contains the standard restrictive language regarding reliance and is consistent with the approach adopted in *Target Canada Co. (Re)*, 2015 ONSC 7574, at para. 2 that endorses approval of the Monitor's activities and reports at regular intervals. The requested approval of the Monitor's Fifth and Supplemental Reports and activities described therein is granted.

Orders

28. The Extended Stay and Amended Claims Procedure Order and the Monitor's Enhanced Powers and Amended Bid Process Approval Order are both granted and shall issue in the forms as signed by me today, with immediate effect and without the necessity of formal issuance and entry.



KIMMEL J.



## ONTARIO SUPERIOR COURT OF JUSTICE

### [1] Participant Information Form

This form is to be used:

- in place of previous 'counsel slips', and
- for all hearings using the CaseLines document sharing platform. For these hearings, parties or their representatives are to complete the form and upload it into the CaseLines event folder/bundle.

Where possible, the moving party for the event should coordinate with other parties to complete one form for the hearing. In criminal matters, each party may prepare their own form.

This form must be saved using the court's document name convention (e.g. Participant Information – All Parties – 01-JUN-2021 or Participant Information – Defendant Smith – 01-JUN-2021).

#### CASE AND EVENT INFORMATION

Court File Number	CV-23-00693758-00CL
Court Location (e.g. Hamilton)	Toronto
Case Name	In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc.
Type of Hearing	Motion for certain relief under the CCAA
Date of Hearing	October 12, 2023

#### PARTICIPANT INFORMATION

##### For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing  (and how they wish to be address, e.g. pronouns and/or prefix; also, if the party wishes, the phonetic pronunciation of their name)	Name of Party	Phone Number <sup>1</sup>	Email Address
Martin Henderson Samantha Hans	Applicants	416-865-7725	<a href="mailto:mhenderson@airdberlis.com">mhenderson@airdberlis.com</a> <a href="mailto:shans@airdberlis.com">shans@airdberlis.com</a>

<sup>1</sup> Please provide a phone number where you can be reached during the virtual/hybrid hearing, if necessary.

Raj S. Sahni Thomas Gray	Monitor (KPMG Inc.)	416-777-4804	<a href="mailto:sahnir@bennettjones.com">sahnir@bennettjones.com</a> <a href="mailto:grayt@bennettjones.com">grayt@bennettjones.com</a>
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A5317  
A5318

**For Defendant, Respondent, Responding Party, Defence:**

<b>Name of Person Appearing</b>  (and how they wish to be address, e.g. pronouns and/or prefix; also, if the wish, the phonetic pronunciation of their name)	<b>Name of Party</b>	<b>Phone Number</b>	<b>Email Address</b>
Monique J. Jilesen Bonnie Greenaway	Glenn Page and 2658658 Ontario Inc.	416-865-2926	<a href="mailto:mjilesen@litigate.com">mjilesen@litigate.com</a> <a href="mailto:bgreenaway@litigate.com">bgreenaway@litigate.com</a>
Jessica Orkin Natai Shelsen	Mandy Cox, Kellie Hodgins, the Gen7 station LPs, GPMC Management	416-979-4381	<a href="mailto:jorkin@goldblattpartners.com">jorkin@goldblattpartners.com</a> <a href="mailto:nshelsen@goldblattpartners.com">nshelsen@goldblattpartners.com</a>

**For Other:**

<b>Name of Person Appearing</b>  (and how they wish to be address, e.g. pronouns and/or prefix; also, if the wish, the phonetic pronunciation of their name)	<b>Name of Party</b>	<b>Phone Number</b>	<b>Email Address</b>
Steven Groeneveld Laura Brazil Adam Mortimer	HMKO/Minister of Finance	905-431-8380	<a href="mailto:Steven.Groeneveld@ontario.ca">Steven.Groeneveld@ontario.ca</a> <a href="mailto:Laura.Brazil@ontario.ca">Laura.Brazil@ontario.ca</a> <a href="mailto:Adam.Mortimer@ontario.ca">Adam.Mortimer@ontario.ca</a>
Steven Kelly	Chi-Zhiingwaak Business Park Inc. & Atikamesheng Anishnawbek First Nation	416-593-3904	<a href="mailto:SKelly@blaney.com">SKelly@blaney.com</a>

Christopher Keliher	AirSprint Inc.	403-260-9760	<a href="mailto:christopher.keliher@blakes.com">christopher.keliher@blakes.com</a>
Roger Jaipargas	Royal Bank of Canada	416-367-6266	<a href="mailto:RJaipargas@blg.com">RJaipargas@blg.com</a>
Jana Smith	Brian Page and 11222074 Canada Limited.	416-597-3399	<a href="mailto:jsmith@gsnh.com">jsmith@gsnh.com</a>
Max Starnino Joseph Berger	OTE USA LLC	416-646-7431	<a href="mailto:Max.Starnino@paliareroland.com">Max.Starnino@paliareroland.com</a> <a href="mailto:joseph.berger@paliareroland.com">joseph.berger@paliareroland.com</a>

This is Exhibit "AA" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, in the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**From:** [Jonathan Chen](#)  
**To:** [Raj Sahni](#); [Martin Henderson](#); [Steve Graff](#)  
**Cc:** [Monique Jilesen](#); [Keely Kinley](#)  
**Subject:** In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00  
**Date:** August 16, 2023 10:06:23 PM  
**Attachments:** [image001.png](#)

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Counsel,

As you know, we represent Mr. Glenn Page and 2658658 Ontario Inc. As you will have seen in previous filings, our clients have referred to the lack of disclosure and production of relevant financial information related to the OTE Group and in particular, OTE LP and OTE Logistics LP. Our clients are entitled to relevant financial information, among other categories of documents, in the possession of the Monitor and the OTE Group.

To that end, we write to request production of the financial information listed below for fiscal years 2019-2021 for OTE LP and OTE Logistics LP:

1. Detailed general ledgers by year in excel format;
2. Trial balances with grouping schedules;
3. Year end adjusting entries;
4. Corporate income tax returns; and
5. Copies of bank statements with cancelled cheques.

Please note that further requests for additional documents may be made.

We are happy to discuss our request but do look forward to receipt of the above documents as soon as possible.

Thanks,

Jonathan

	<p><b>Jonathan Chen*</b></p> <p>T 416-865-3553  M 647-390-3968  F 416-865-2843  <a href="mailto:jchen@litigate.com">jchen@litigate.com</a></p> <p>130 Adelaide St W  Suite 2600  Toronto, ON  Canada M5H 3P5  <a href="http://www.litigate.com">www.litigate.com</a></p>
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This e-mail may contain legally privileged or confidential information. This message is intended only for the recipient(s) named in the message. If you are not an intended recipient and this e-mail was received in error, please notify us by reply e-mail and delete the original message immediately. Thank you. Lenczner Slaght LLP.

This is Exhibit "BB" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**Lauren Nixon**

**From:** Raj Sahni <SahniR@bennettjones.com>  
**Sent:** August 30, 2023 12:14 PM  
**To:** Jonathan Chen; Monique Jilesen; Keely Kinley  
**Cc:** Steve Graff; Martin Henderson; Paul van Eyk (pvaneyk@kpmg.ca); Lau, Duncan  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00

**EXTERNAL MESSAGE**

Jonathan, sorry for the delay in responding as I was away.

As you know, the OTE Group entities are private corporations and limited partnerships under a Court-supervised proceeding pursuant to the *Companies' Creditors Arrangement Act*, which includes a court-ordered stay of proceedings, rights and remedies pursuant to the Initial Order dated January 30, 2023 and the Amended and Restated Initial Order dated February 9, 2023 (collectively, the "**Initial CCAA Order**"). The Monitor is a court-appointed officer that takes its directions from and reports to the Court. The Monitor is conducting its information requests and investigations pursuant to the powers granted to it under the Initial CCAA Order and the CCAA and it is not required nor prepared to disclose any confidential information it has received, including the information you have requested below.

The OTE Group has informed the Monitor that it views the information requested by you as confidential. Such information is therefore not permitted to be disclosed by the Monitor pursuant to paragraph 32 of the Amended & Restated Initial Order. I am copying counsel for OTE and leave it to them to respond on behalf of OTE.

Thank you



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

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

---

**From:** Jonathan Chen <jchen@litigate.com>  
**Sent:** Wednesday, August 30, 2023 10:01 AM  
**To:** Raj Sahni <SahniR@bennettjones.com>; Martin Henderson <mhenderson@airdberlis.com>; Steve Graff <sgraff@airdberlis.com>  
**Cc:** Monique Jilesen <mjilesen@litigate.com>; Keely Kinley <kkinley@litigate.com>  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00

Counsel,

We are following up on our request below.

Can you please advise whether you intend to provide us with the below information, and if so, the timing?

Thanks,

Jon

---

**From:** Jonathan Chen

**Sent:** Wednesday, August 16, 2023 10:06 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Martin Henderson <[mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com)>; Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>

**Cc:** Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[KKinley@litigate.com](mailto:KKinley@litigate.com)>

**Subject:** In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00

Counsel,

As you know, we represent Mr. Glenn Page and 2658658 Ontario Inc. As you will have seen in previous filings, our clients have referred to the lack of disclosure and production of relevant financial information related to the OTE Group and in particular, OTE LP and OTE Logistics LP. Our clients are entitled to relevant financial information, among other categories of documents, in the possession of the Monitor and the OTE Group.

To that end, we write to request production of the financial information listed below for fiscal years 2019-2021 for OTE LP and OTE Logistics LP:

1. Detailed general ledgers by year in excel format;
2. Trial balances with grouping schedules;
3. Year end adjusting entries;
4. Corporate income tax returns; and
5. Copies of bank statements with cancelled cheques.

Please note that further requests for additional documents may be made.

We are happy to discuss our request but do look forward to receipt of the above documents as soon as possible.

Thanks,

Jonathan



Jonathan Chen\*

T 416-865-3553  
 M 647-390-3968  
 F 416-865-2843  
[jchen@litigate.com](mailto:jchen@litigate.com)

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

This is Exhibit "CC" referred to in the Affidavit of Keely Kinley sworn by Keely Kinley of the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 10, 2023, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway".

---

*Commissioner for Taking Affidavits (or as may be)*

**BONNIE GREENAWAY**

**Lauren Nixon**

---

**From:** Jonathan Chen  
**Sent:** September 6, 2023 9:31 AM  
**To:** Raj Sahni; Martin Henderson; Steve Graff  
**Cc:** Keely Kinley; Monique Jilesen; Paul van Eyk (pvaneyk@kpmg.ca); Lau, Duncan  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00

Counsel,

Thank you for your response. We have not yet heard from the OTE Group with respect to our document request.

To clarify, our client, in its capacity as a Limited Partner of OTE LP and OTE Logistics LP, is making the request to the General Partners of OTE LP and OTE Logistics LP. We refer you to Section 6.1 of both the OTE LP and OTE Logistics LP Limited Partnership Agreements which set out the "Covenants of the General Partner", including that the General Partner agrees to provide to the limited partners a quarterly update, including customary operational and financial reporting, and all information and/or documentation that the limited partner may request, acting reasonably. Our client, as a limited partner, is therefore entitled to the requested information.

We ask that you reconsider your position.

Thanks,

Jonathan



**Jonathan Chen\***

T 416-865-3553  
M 647-390-3968  
F 416-865-2843  
jchen@litigate.com

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Suite 2600  
Toronto, ON  
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---

**From:** Raj Sahni <SahniR@bennettjones.com>  
**Sent:** Wednesday, August 30, 2023 12:14 PM  
**To:** Jonathan Chen <jchen@litigate.com>; Monique Jilesen <mjilesen@litigate.com>; Keely Kinley <kkinley@litigate.com>  
**Cc:** Steve Graff <sgraff@airdberlis.com>; Martin Henderson <mhenderson@airdberlis.com>; Paul van Eyk (pvaneyk@kpmg.ca) <pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>  
**Subject:** RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00

EXTERNAL MESSAGE