

**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

**RESPONDING MOTION RECORD OF  
GLENN PAGE AND 2658658 ONTARIO INC.  
(Mareva Injunction Returnable on December 7, 2023)**

November 24, 2023

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Sarnia Gen 7 LP, Walpole Gen7 LP, Roseneath Gen7 LP

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Applicants

**AFFIDAVIT OF GLENN PAGE**

I, **GLENN PAGE**, of the City of Burlington in the Province of Ontario, **AFFIRM:**

**A. INTRODUCTION & OVERVIEW**

1. I am one of the “**Mareva Respondents**” – which term refers to Ms. Mandy Cox, 2658658 Ontario Inc. (“**265**”), and me in the collective. I understand that KPMG Inc. in its capacity as the Court-appointed monitor (“**KPMG**” or the “**Monitor**”) is seeking a worldwide *Mareva* injunction against the Mareva Respondents in these proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA Proceeding**”). I am a director and the majority shareholder of 265<sup>1</sup>, which is a limited partner of OTE LP. As such, I have knowledge of the matters contained in this affidavit. Where I based my affidavit on information and belief, I have stated the source of that information and belief and believe it to be true.

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<sup>1</sup> 265 has historically been known as “GPMC1”.

2. The Monitor alleges that the “Mareva Respondents” have engaged in “fraudulent or improper misuse of corporate funds,” and that we have taken various steps to attempt to “cover [our] tracks.” It is also alleged that I have forged documents.

3. These allegations are unfair and untrue, and I deny them.

4. I worked with what I thought were my trusted my partners, Scott Hill, Miles Hill, and a representative from Claybar Contracting Inc., to build a successful business. The business was profitable and all the partners, including myself, benefitted from the successful business. I used my profits for, among other things, to fund the purchase of a yacht and renovate my family home, but I do not believe that I received anything more than my fair share.

5. Although I was disappointed that the relationship with my partners failed and that these proceedings have been brought, I have been an active participant in these proceedings and have done nothing to “cover my tracks.”

6. I have already agreed that the proceeds of the Yacht and the AirSprint proceeds be frozen and there are orders in place which reflect those agreements. While I have disagreements with the Monitor about their position on those matters, I have been willing to properly address those issues through litigation on a reasonable timetable.

7. Many allegations in the Sixth Report and the Mareva injunction before this Court are substantially similar to those raised in an October 2022 claim brought by the OTE Group and the Hill brothers. Again, I have been and remain prepared to defend that claim and any others on the merits in the normal course of litigation.

8. Notwithstanding the circumstances of the OTE Group, I remain a business person. I am not a flight risk, nor do I have any intention to “dissipate” any assets. A *Mareva* injunction would have a devastating impact on me and my family and I would ask this Court to deny the motion and allow me to fully defend the allegations.

**B. BACKGROUND**

9. I wish to emphasize that in preparing this affidavit, I have not had the benefit of reviewing various relevant records that I believe would be responsive to the serious allegations made against me by the Monitor in its Sixth Report, dated November 8, 2023 (“**Sixth Report**”). For months, I or 265, which is an entity that I describe below, have requested access to and production of various relevant records from the Monitor and the OTE Group. These were records that I knew I would need after having seen the types of allegations that were being made against me in the context of the *Mareva* injunction and the currently stayed litigation brought by the OTE Group against me and other individuals and entities in late 2022. They are even more important now that the Monitor is trying to freeze all my bank accounts, which I expect will have far-reaching detrimental effects on my personal life and businesses.

10. Unfortunately, the Monitor has not provided me with the records that I have requested. For example:

- (a) On July 5, 2023, my counsel advised the Monitor that I located a USB key with a copy of my Original Traders Energy email account. I then mailed the USB key to my lawyers. On July 21, 2023, the Monitor picked up the USB key from my counsel at their law office. I am advised by Mr. Jonathan Chen, one of my lawyers at Lenczner Slaght LLP, and verily believe that my counsel did not review any of the

contents of the USB key and, following a request by my lawyers to do so, the Monitor objected to my lawyers reviewing the contents of the email account. Attached as **Exhibit “A”** is a copy of the correspondence between my lawyers and the Monitor.

- (b) I, through 265, have indicated in the Proof of Claim filed by 265 on June 27, 2023 pursuant to the Claims Procedure Order dated April 27, 2023 that a full accounting of OTE LP and OTE GP is necessary and that 265 should be entitled to all records relevant to that accounting in the possession of the OTE Group, the Monitor, and Scott Hill and Miles Hill (the “**Hills**”). Copies of the Claims are attached as **Exhibit “B”** and **Exhibit “C”**. 265 also requested full documentary disclosure related to the faithlessness of the Hills, who are limited partners of OTE LP.
- (c) As detailed further in paragraphs below, a number of requests for information and production of documents have been made to the Monitor by my lawyers at Lenczner Slaght LLP. Most recently, on November 15, 2023, one of my lawyers, Ms. Monique Jilesen, wrote to the Monitor to request further information and productions arising from the Sixth Report and identified that this information was required in order for the Mareva Respondents to properly prepare a response. Attached as **Exhibit “D”** is a copy of Ms. Jilesen’s email enclosing questions for the Monitor.

11. After Ms. Jilesen sent the further request for information on November 15, 2023, I am advised by Ms. Jilesen and verily believe that the Monitor responded that they are prepared to respond to some of the written inquiries in writing on the condition that the Mareva Respondents

will not seek leave to conduct a cross-examination of a representative of the Monitor. The Mareva Respondents could not simply blindly forgo their rights and rejected the Monitor's offer. Attached as **Exhibit "E"** is a copy of the email exchange.

12. Additionally, on November 15, 2023, my counsel reiterated their request to access to the USB key that I produced on July 5, 2023. The Monitor advised on November 17, 2023 that the USB key would be sent to Lenczner Slaght LLP "early" next week. I am advised by Ms. Jilesen that on Wednesday, November 22, 2023, at approximately 10:30 a.m., a USB was delivered by courier to Lenczner Slaght LLP's office. I am advised that the USB key contains approximately 36,438 documents from about September 11, 2017 to June 16, 2023. I am advised that my counsel have not had the opportunity to review the vast majority of the documents in preparation for this affidavit. Nevertheless, a preliminary search and review has been conducted and as a result many of the documents appended to this affidavit are from the USB.

13. I would note that it appears that the Monitor has reviewed at least some of my OTE emails, given that several of my emails are appended to the Sixth Report of the Monitor. The production of my Original Traders Energy emails from the USB demonstrates the necessity of my having access to OTE records in order to provide a full defence to the claims against me. While I was given access to my OTE emails (two days ago), I still do not have full disclosure from the Monitor, particularly with respect to financial records. As a result, I am unfortunately not in a position to provide a comprehensive response. I believe that a complete review of my emails, the emails of the other custodians I have requested, and the financial records would provide additional context for the Court.

14. However, notwithstanding the allegations against me, since the commencement of the CCAA Proceedings, I have participated in the process – even assisting the Monitor on certain matters – and complied with my obligations. As such, in this affidavit I have provided a response to the best of my ability based on the piecemeal information that I have and memory of events that span back more than 5 years.

15. The Monitor has raised a broad array of allegations against me. Many of the allegations raised require knowledge of very specific financial transactions that took place many years ago. Many of the allegations involve other individuals who would have knowledge or information. As a procedural matter, I wish to reserve my right to supplement, amend, or correct my affidavit should I finally receive the documentation that has not been produced to me by the Monitor.

### **C. CAST OF CHARACTERS**

#### **(i) *OTE Group Companies***

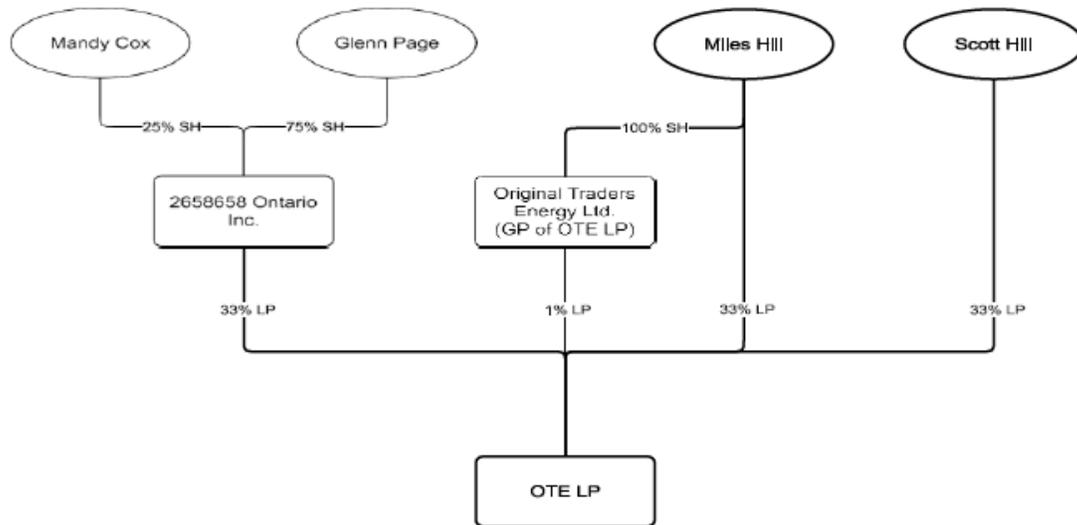
16. Original Traders Energy LP (“**OTE LP**”) is a limited partnership formed in 2017 by Scott, Miles, 2584861 Ontario Inc. (“**CCD**”)<sup>2</sup>, and myself. OTE LP is in the business of purchasing and blending fuel to supply gas stations in First Nations communities in Ontario. Having regard to this business plan for the OTE Group, it was critical that Indigenous individuals with status under the *Indian Act*, R.S.C., 1985, c. I-5 (the “*Indian Act*”) hold a majority interest in OTE LP and its general partner.

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<sup>2</sup> Clabyar Contracting Inc., described further below, has the same principals as CCD.

17. Original Traders Energy Ltd. (“OTE GP”) is the general partner of OTE LP. At the relevant times, Miles was OTE GP’s only shareholder and Miles and Scott were its only directors and officers.

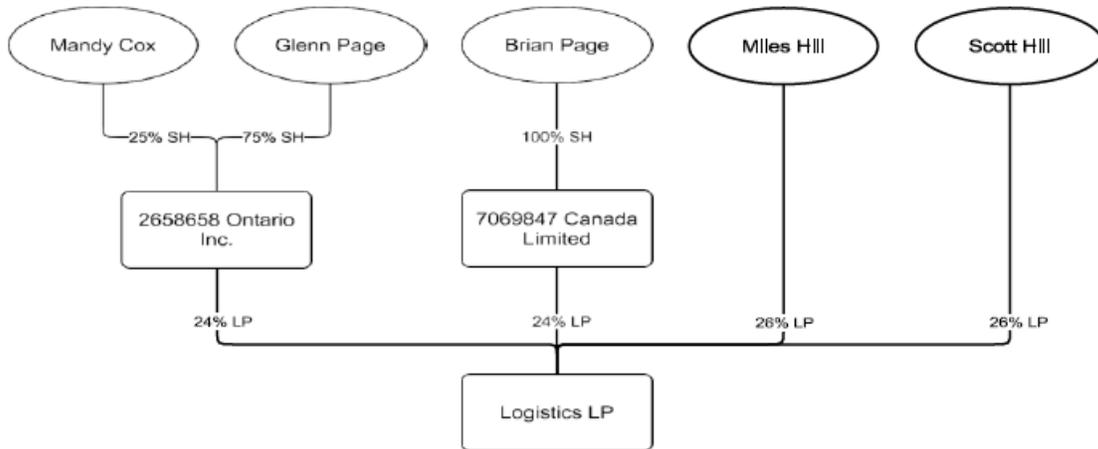
18. The basic organizational structure of OTE LP was described in Brian Page’s affidavit sworn September 22, 2023 in the context of OTE USA’s Motion for Production served July 14, 2023, and is reproduced below:



19. Each of OTE’s blending sites are located on First Nations reserve lands. The OTE Group has blending locations which were operational at the outset of the CCAA proceedings — Tyendinaga, Whitefish, and Six Nations. Each of these blending sites operate on lands that are subject to the *Indian Act* (and, in the case of the Whitefish blending site, the *Framework Agreement on First Nations Lands Management Act*).

20. My belief is that in 2022, before my exclusion from the business, OTE LP was tracking profits of \$24 million on sales of \$584 million. Those profits were to be shared among the partners.

21. OTE Logistics LP (“OTE Logistics”) is a limited partnership in the business of providing fuel transportation services and logistics support to OTE LP. The basic ownership structure is set out in Brian Page’s affidavit sworn September 22, 2023, and is reproduced below.



22. Brian Page is my brother. He resides in Winnipeg, Manitoba. Until approximately August 2022, he was the Vice-President of OTE Logistics and contracted with OTE LP. He is also OTE USA’s sole manager.

23. Austin Hill is Scott’s son, and, in the absence of myself and Brian, he ran the OTE Logistics business.

**(ii) *The Partners in OTE***

24. I am the former President of OTE GP and the senior executive in charge of operating the business of OTE LP. Contrary to the statements made by the Monitor in various filings, I did not have “complete executive and operational control” over the OTE Group.

25. I am also a beneficial part-owner of certain Gen 7 gas stations that were customers of OTE LP. Each of the Gen 7 gas stations are majority owned by individuals who are registered as “Indians” within the meaning of the *Indian Act*.

26. Scott is an individual registered as an “Indian” within the meaning of the *Indian Act*. He is a member of the Six Nations of the Grand River First Nation (“**Six Nations**”), residing on the Six Nations reserve in Ontario. He is a founder and 1/3 limited partner in OTE LP. As Vice-President, Development and Director of OTE GP, Scott was responsible for leading sales efforts, customer service, invoicing, and office administration at OTE LP, including managing OTE LP’s bookkeeper and officer manager, Sandra Smoke. In particular, during the COVID-19 pandemic, Scott managed all activities at the head office located on the Six Nations reserve. Scott also contributed to OTE LP by providing the “status” necessary for the purpose of effecting OTE LP’s business strategy.

27. Scott exercises control over the OTE Group Six Nations Blending Location through a certificate of possession for the land held in his name. He is the counterparty to the “informal, oral lease agreement in place” with OTE LP.

28. Scott owns and/or operates the Renmar Energy gas station, which is a customer of OTE LP.

29. Miles is an individual registered as an “Indian” within the meaning of the *Indian Act*. He is a member of the Six Nations, residing on the Six Nations reserve in Ontario, and was a founder and 1/3 limited partner in OTE LP. Scott and Miles are brothers. Although Miles held officer roles in OTE GP, he did not participate in running the business of OTE LP or Logistics. His principal

contribution to the operations of OTE LP was providing the “status” necessary for the purpose of effecting OTE LP’s business strategy.

30. Miles is an owner and/or operator of two gas stations (Townline Variety and Bearpaw Gas Bar) that were customers of OTE LP.

31. Claybar Contracting Inc. (“**Claybar**”) is, among other things, a general contractor and petroleum construction company. It has the same principals as CCD Investments Inc. (“**CCD**”), which was one of the original limited partners of OTE GP (but later reassigned its units). Claybar was involved in OTE LP throughout my time with OTE LP. Its principals Nick Capretta, Brian de Nobriga and Lou Cerutti all remained active in the business. Claybar played a significant role as a supplier by designing and establishing the blending operations that were eventually built in 2019. Attached as **Exhibit “F”** is an email exchange between myself Lou, Scott, Miles, and Nick, where I requested approval from these board members to proceed with contracting Claybar as the Project Manager for a new OTE blending centre.

32. Nick is one of the original founders and former director of OTE LP. From about 2017 to 2019, Nick provided financial support services to OTE LP on an informal basis. I would consult him and seek his input on various financial support issues that would arise. For example, as the OTE LP business evolved, I emailed Nick and asked him for his thoughts on financial systems for invoicing and payment and identified that there was no accounting manager at OTE LP at that time. Attached as **Exhibit “G”** is a copy of my email to Nick dated May 18, 2018.

33. After Mandy Cox was terminated in early 2019, Nick started to perform work on the BookWorks software system (described below). Attached as **Exhibit “H”** is my work plan for Mandy’s transition dated March 22, 2019, and the enclosing email to Nick, Brian de Nobriga, and

the Hills, which identified that Mandy would provide BookWorks support, and train Nick to use the system as she transitioned out of her role.

34. Around August 2019, Nick, through CCD, reassigned CCD's units in OTE LP and then took on a consulting role with OTE LP pursuant to a Consulting Services Agreement, entered into on August 1, 2019, between CCD and OTE LP. Attached as **Exhibit "I"** is a copy of the contract between CCD and OTE LP. I have not been able to locate a countersigned copy. CCD's responsibilities are generally set out in Schedule "A" and included providing a "high level review of reports and financial statements," reviewing and negotiating new and existing contracts with financial institutions, and providing IT infrastructure.

35. Brian de Nobriga created the original concept for and partnership of OTE from its inception and was instrumental in the design of the blending centres. Brian managed all the builds and technical support and helped Scott in sales efforts as he built new gas stations for other clients across southern Ontario.

36. Lou Cerutti was formerly a director of OTE GP. He is a primary shareholder in Claybar. He was rarely involved in the day-to-day of the OTE GP business but did provide board-level advice and direction.

**(iii) OTE LP employees**

37. Paula Anderson was an OTE LP's bookkeeper and Senior Accountant until she was terminated by Scott Hill in mid-2021.

38. Sandra Smoke is OTE LP's bookkeeper and office manager.

39. Prior to July 2021, when GPMC2 (as defined below) began providing certain bookkeeping services to OTE LP, OTE LP's bookkeeping work was performed in-house by Sandra Smoke and/or Paula Anderson.

40. Mandy Cox is my wife. We were married August 21, 2021, and had another celebratory ceremony in June 2022. Mandy was initially hired by OTE LP in May 2018 as the Manager of Marketing and Administration. Following her termination in or around March 2019, she continued to provide certain services to OTE LP via GPMC1 and, once it was incorporated, GPMC2, though she was not involved in the day-to-day activities of the OTE Group. She is a 75% shareholder of GPMC2.

41. Gary Loft was the National Director of Operations for OTE LP and, for a short period around the time of my departure, he was the President of OTE LP.

**(iv) GPMC2**

42. 2745384 Ontario Inc, carrying on business as GPMC Management Services ("GPMC2"), is a management company that provides operational oversight and support services to various entities. It was incorporated in February 2020, in part to provide services to OTE LP. Mandy Cox is a director and 75% shareholder of GPMC2. I am a director and 25% shareholder of GPMC2.

43. In early 2021, GPMC2 began providing services to OTE Logistics LP (formerly called Gen7 Fuel Management), including payroll management services and bookkeeping services. In February 2022, it began providing human resources support for hiring to OTE Logistics LP.

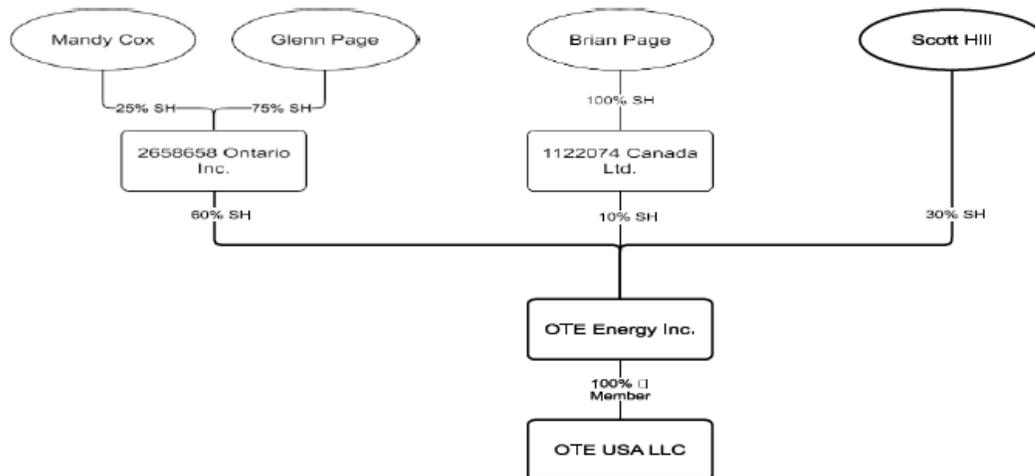
44. GPMC2 began providing payroll, human resources, and marketing services to OTE LP in or around March 2020. In or around July 2021, GPMC2 also began providing bookkeeping

services to OTE LP, including payment of supplier invoices through OTE LP's online banking platforms and HST submissions, as directed by OTE LP. As of February 2022, it began providing human resources support for hiring to OTE LP.

45. Kellie Hodgins is employed by GPMC2 as Global Financial Comptroller. In this capacity, she provided the bookkeeping and financial services described above to OTE LP and OTE Logistics beginning in mid-2021. Kellie reported to me, in my capacity as president of OTE GP, in relation to the financial services provided to OTE LP. She reported to Brian Page for services provided to OTE Logistics.

(v) **OTE USA**

46. OTE USA LLC was a supplier of fuel to OTE LP. OTE USA is a creditor in the proceedings. The basic organizational structure was set out in Brian Page's September 22, 2023 affidavit and is reproduced here:



**D. PERSONAL BACKGROUND****(i) Current Living Arrangements**

47. I currently live at 118 Main Street North in Waterdown, Ontario (the “**Waterdown House**”). As the Monitor is aware, Ms. Cox and I have sold this house. The transaction is scheduled to close on November 30, 2023. I understand that the Monitor has been provided with the Agreement of Purchase and Sale and the subsequent amendments, including with respect to the closing date, which, at the request of the buyer, was moved up to November 30, 2023 from February 27, 2024.

48. In accordance with Justice Kimmel’s Order dated November 10, 2023, we have instructed our real estate solicitor to direct the net sale proceeds from the transaction to the trust account of Lenczner Slaght LLP. That was the proposal to the Monitor on November 9, 2023, which they originally rejected. We have also advised the Monitor of the total mortgage that we currently have with the Bank of Nova Scotia respecting the Waterdown House. Attached at **Exhibit “J”** is a copy of the letter delivered to the Monitor on November 14, 2023, with enclosures.

49. I understand that the Monitor brought on this *Mareva* motion originally on an urgent basis allegedly because of the sale of Waterdown House. The Waterdown House was publicly listed for sale back on August 14, 2023, and it sold on August 28, 2023. The Monitor is well aware of my address and had access to the listing. There was nothing secret whatsoever about the sale.

50. I understand that the Monitor has voiced concerns respecting the circumstances surrounding this sale, as well as my future living arrangements. I am a citizen of St. Lucia, which citizenship I applied for in late 2021 and obtained in July 2022. I have always travelled frequently

to various locations outside of Canada, including to St. Lucia, but both Mandy and I continue to have family and business interests in Canada and plan to maintain a residence in Ontario.

51. Although we put significant time and effort into the construction of the Waterdown House, Mandy and I decided to sell the house mainly because the address has become very public as a result of these proceedings, and we have been approached by unwanted guests at the property. Additionally, due to the renovations, the Waterdown House is very attractive to potential buyers and has attracted unsolicited interest. Given that we no longer felt comfortable at the Waterdown House and felt market conditions would be favourable, we decided to put the house on the market.

52. Mandy and I retained a real estate agent from the reputable real estate brokerage Re/Max to list the Waterdown House. As far as I know, the listing was posted on numerous public websites including on MLS (the Multiple Listing Service). While we did not have an open house, there were viewings by interested buyers. Like any seller, our objective was to sell the house for as much as possible, and that required a strong public marketing campaign.

53. In terms of our future living arrangements, once the transaction has closed for the Waterdown House, Mandy and I will be sub-leasing a condo in Burlington, Ontario by the waterfront from my brother, Brian, who has returned to Winnipeg for employment reasons. Attached as **Exhibit "K"** is a copy of the sublease. Going forward, Mandy and I intend to build a new house on a different lot. We anticipate that process will take years.

54. Beyond securing living arrangements, I wish to emphasize that I have other meaningful ties to Ontario. First, I have family that lives in Ontario, including my two biological kids, my two grandchildren and my elderly parents. Second, Mandy has family living in Ontario, including her elderly mother, who is dependent on us, and her two biological kids. One of Mandy's kids lives

with us year-round, and the other lives with us when not attending university. Third, Mandy and I both manage and operate various businesses across Ontario, including certain Gen 7 fuel stations.

55. My interest in the Gen7 Fuel stations is as a beneficial part-owner of those stations and as a service provider and consultant through GPMC2 and other entities. Mandy is also a beneficial part-owner in those stations, a service provider and consultant through GPMC2 and other entities, and a director of the general partner of each of the Gen7 Fuel stations. Each of the Gen7 Fuel stations is operated by a separate limited partnership, and each is majority owned by Indigenous individuals who are limited partners. I am deeply concerned that if a *Mareva* injunction is granted against Mandy and/or myself, that it may impact the ability of the Gen7 Fuel stations to continue to operate (if the accounts of the Gen7 Fuel stations LPs are frozen or if the banks no longer wish to do business with us upon learning of the *Mareva* order). This would not only have a devastating impact against Mandy and me, but also on the other partners in the Gen 7 Fuel stations who are not the subject of this dispute, as well as the employees of these stations.

56. Fourth, as the Monitor knows, OTE USA recently submitted a Term Sheet for consideration which strives to restructure the business of OTE LP. In response to this Term Sheet, the Monitor responded and reiterated it refused to respond to information requests in relation to the preparation of the bid on the basis of the allegations advanced in this *Mareva* motion. Attached as **Exhibit “L”** is a copy of the email exchange, dated November 16, 2023.

**(ii) Previous Experience**

57. Over the years since 2010, I have worked full-time as a consultant in senior roles for various well-established companies such as Bombardier, Home Depot, and General Electric. In

these roles, I regularly travelled over the world and consulted on business development, project management, and successful start ups. Attached as **Exhibit “M”** is a copy of my CV.

58. One of my most successful endeavors is my involvement with Burloak Technologies (“**Burloak**”), which is a manufacturing company that specialized in 3D printing techniques. At Burloak, I was originally the Vice-President of Strategy and Development. I later purchased an interest in the company and then in or around 2018, I sold my interest for more than \$10 million dollars.

59. I also operated IMA Enterprises Inc., from March 2003 to June 2018, which provided business development and project management consulting services for a variety of companies, including Home Depot, Ontario Power Generation, and the OTE Group.

60. For years, I have been actively involved in Rotary and its efforts to advance positive change in many First Nations communities.

## **E. THE OTE GROUP**

### **(i) *Formation of OTE***

61. In or around 2003, I met Miles. We were introduced by a mutual acquaintance in the wholesale food and cigarette business. Though Scott says in his affidavit that Miles hired me as a computer-technology consultant, it is more accurate to say that I was hired as a consultant to provide strategic business advice. Among the things we addressed at the time was Miles’ \$50 million fine from the federal government for tax evasion. Subsequently, Miles and I kept in touch and he contacted me at times to discuss various business ideas. As I described above, I then filled senior executive roles at various successful corporations.

62. In or around February 2017, Miles suggested that we create a fuel blending business to import bulk fuel, blend it into various products and distribute those products to retail gas station customers. To my knowledge, Miles had taken the idea of a business in blending on reserves from Claybar, a fuel station construction company, and its principals, which included Brian De Nobriaga, Lou Cerutti, and Nick Capretta. The incentive to do the business on reserves was to minimize sales tax thereby offering a competitive advantage.

63. After significant investigation and review of capital and environmental needs, OTE was formed in mid-2017 with Scott being responsible for sales, Nick being responsible for finance and banking, and I would be responsible for business strategy and operations. Nick would, for example, coordinate with the OTE LP accounting firm, Pettinelli Mastroluisi LLP, to obtain draft financial statements. Attached as **Exhibit “N”** is an email exchange between Nick, Gene Pettinelli, and me about the status of the draft financial statements, dated June 26, 2020 to July 3, 2020.

64. Claybar played a significant role at the time by designing and establishing the blending operations that were eventually built in 2019, 2020, and 2021.

**(ii) OTE LP**

65. On July 5, 2017, OTE LP was formed with the Limited Partners being Miles Hill, Scott Hill, 2584861 Ontario Inc. (which is CCD), 2590086 Ontario Ltd. and IMA Enterprises Inc. (which was my company) and the General Partner being OTE GP) (the “**OTE LP Agreement**”). Attached at **Exhibit “O”** is a copy of the OTE LP Agreement and attached as **Exhibit “P”** is the amending agreement dated March 15, 2018.

66. Eventually, on August 1, 2019, through unit transfers, the limited partners units were split three ways amongst Miles, Scott and 265 (a company in which I hold a 75% interest), and a 1%

interest owned by OTE GP. Attached at **Exhibit “Q”** is a copy of the Unit Register as of March 23, 2021. This ownership structure remains the case today. While CCD was previously a limited partner, CCD reassigned its units. It was understood, however, that CCD would continue to provide consulting and financial services and be an “unpapered vote”.

67. Miles never participated in any meaningful way in running the business of the OTE Group. His principal contribution was to provide the “status” necessary for the purpose of effecting OTE LP’s business strategy. He also initially provided some start up capital.

68. Like Miles, Scott provided OTE LP with the necessary status for effecting its business strategy. Scott was also responsible for leading all sales efforts, customer service, invoicing and office administration. In February 2018, OTE LP started its sales efforts with limited customers. At that time, Scott was still assisting Miles with his own gas station operations.

69. As of around April 2018, I was Director and President of OTE GP until around July 2022. I first took consulting wages and then eventually came onto payroll in or around mid-2019. My annual compensation as President of OTE GP was \$425,000, as set out in a letter from Nick to RBC dated July 8, 2019 (“**Employment Verification Letter**”). This letter is attached at **Exhibit “R”**. My base compensation was supplemented with allowances, benefits and bonuses as described in the Employment Verification Letter and the email attached at **Exhibit “S”**. This email, dated June 29, 2018, confirmed unanimous approval of my remuneration structure by Scott, Miles, and Lou Cerruti. The terms set out in the email are mirrored in the Employment Verification Letter, save for the increase in my base compensation. Unfortunately, I had to file a claim in this CCAA Proceeding for payment of my salary for the period of March 2021 to July 2022.

70. In April 2018 we made our first deliveries as fuel wholesalers. A lot of effort and teamwork went into that the launch. I was proud of what we had achieved, and Scott recognized my effort in getting this project underway. Attached as **Exhibit “T”** is a copy of Scott’s email to me, Brian De Nobriga, Nick, and Miles.

71. Separately from my annual salary (which remains to be fully paid up), 265 (and the other limited partners) were entitled to distributions as limited partners. As I discuss below, the OTE LP limited partners began to receive distributions in or around April 2019. Nick, who I discuss more below, was responsible for certain financial operations.

#### **F. OTE GROUP’S FINANCIAL MANAGEMENT**

72. Given the nature of this motion, I believe it is important to understand how the books and records were maintained at the OTE Group. As I will discuss later, the Monitor has characterized many transactions as “suspicious” and has commented on the quality of the books and records of the OTE Group, with the suggestion that I am responsible for the quality of the books and records. These allegations are inaccurate.

73. From 2019 to 2022, there were a number of individuals that were involved with the accounting and financial management at OTE. There was a process in place for approving transactions, including distributions, which was agreed to by the responsible individuals, including Scott who in fact co-signed off on disbursed cheques when they were being issued in 2019 and at least the first half of 2020.

##### **(i) *Nick Capretta***

74. Based on my recollection, from about 2017 to 2019, Nick provided financial support services to OTE LP on an informal basis and later did so through CCD, as described above. As an

example, one of Nick's responsibilities was to record the payment of distributions to limited partners and the limited partners involved him in discussions concerning the amount of the distributions. Attached as **Exhibit "U"** is a copy of Nick's February 25, 2021 email to me at my OTE email address providing a breakdown of the 2020 year end and special distribution amounts, which was responsive to my email to the other limited partners discussing the potential distribution amount for that year. Also attached as **Exhibit "V"** is a copy of Nick's email exchange with myself and Kellie, containing a request from Kellie to send her the updated spreadsheet for the "February distributions".

**(ii) Bookkeeping**

75. It is my recollection that prior to July 2021, OTE LP's bookkeeping work was performed in-house by OTE employees Sandra Smoke and/or Paula Anderson until Ms. Anderson was terminated by Scott. Both reported to Scott and me. Paula Anderson was fired in mid 2021, in part (to my understanding), because she questioned too many of the expenditures of the Hills.

76. Physical books and records were stored at the OTE LP head office on the Six Nations reserve. Its server was also initially located at the head office. Following two hacking and ransom incidents that affected this server, OTE LP retained the services of Silverline Solutions a computer services provider in or around early 2020 and began using a cloud-based server hosted by Silverline Solutions.

77. In or around September 2018, we transitioned the accounting system from Quickbooks to BookWorks. Thereafter OTE LP's financial records were managed on the BookWorks software system and were available on the Silverline Solutions servers. The BookWorks system contained the company's general ledger and all accounting transactions and was managed by Sandra Smoke,

Paul Anderson and Nick. I recall that several OTE email addresses were used to receive invoices and customer payments, and this is how Kellie, Sandra and Paula received invoices.

78. Beginning in or around late July 2021, GPMC2 began providing certain bookkeeping services to OTE LP. After July 2021, OTE LP employees continued to perform various bookkeeping functions in-house, including in relation to day-to-day accounts receivables and entry of fuel-related supplier invoices and office expenses, as well as reconciliation of certain bank accounts.

79. Bookkeeping services to OTE LP were performed by GPMC2 by way of remote access to OTE LP's Silverline-hosted cloud-based server. The banking services provided by GPMC2 to OTE LP were performed on the RBC online system, using OTE LP's RBC bank account. HST filings were inputted in to the CRA online system using OTE LP's account. Since late July 2022, when OTE LP terminated its service agreement with GPMC2, GPMC2 no longer has access to these databases or the records they contain.

80. GPMC2 began providing bookkeeping services to OTE Logistics in January 2021. It is my recollection that GPMC2 was contracted because Paula Anderson was fired in early 2021. Kellie began performing work for OTE LP and OTE Logistics at that time, through GPMC2. I recall that GPMC2's work was initially performed by way of remote access to the server owned by OTE Logistics and located at the OTE blending site on Six Nations of the Grand River reserve.

81. On or around April 1, 2021, GPMC2, OTE LP and OTE Logistics formalized their relationship by signing a service agreement whereby GPMC2 agreed to provide certain services to OTE LP and OTE Logistics LP in exchange for a fee (the "**Service Agreement**"). Attached as **Exhibit "W"** is a copy of the Service Agreement.

82. Pursuant to the Service Agreement, GPMC2 began providing services to OTE LP and OTE Logistics including payroll management services, bookkeeping services, payment of payables and interfacing with OTE Logistics LP's accountants as necessary.

83. The balance of the financial support services continued to be processed by Sandra Smoke and Scott out of the head office on the Six Nations reserve, particularly during the COVID-19 pandemic, when visitors were not permitted on reserve.

84. To the best of my recollection, by July 2021, OTE LP had an existing backlog of incomplete bookkeeping records and its bookkeeping entries that were approximately six to eight months behind. That was due, in part, to Paula Anderson's work which was not always reliable (and this was also part of the reason that she was fired). It was also very difficult to find bookkeeping assistance at the time. I also recall that as of the termination of the Service Agreement in late July 2022, this backlog had not been cleared and OTE LP's bookkeeping had not been brought up to date.

85. Beginning in or around July 2021, GPMC2 leased office space in Burlington, where its employees worked, servers were kept and documents were stored, as necessary. The bookkeeping records for OTE Logistics were moved to GPMC2's server in Burlington. Attached as **Exhibit "X"** is a copy of the lease agreement between GPMC Management Services and 1191373 Ontario Inc for office space at 1005 Skyview Drive in Burlington. During this time, GPMC2 began providing additional services to OTE LP, including payment of invoices through OTE LP's online banking platforms and HST submissions as directed by OTE LP.

86. In or around August 2021, GPMC Management Services began providing payroll services to OTE Logistics, by way of remote access to OTE LP's Payweb system. GPMC2 also began

providing human resources support services to OTE Logistics. The records relating to these services were prepared and maintained by GPMC2 on OTE LP's electronic systems (by way of remote access to OTE LP's cloud-based server).

87. In or around September 2021, GPMC2 began providing office space at its Burlington office for me. OTE LP's head office is located on the Six Nations reserve. As a result of restrictions imposed by Chief and Council of Six Nations in response to the COVID-19 pandemic, individuals who were not members of Six Nations could not reliably access the reserve. As a result, I was unable to access the OTE offices and required office space elsewhere to perform my duties.

88. In late July 2022, OTE LP and OTE Logistics unlawfully terminated its service contract with GPMC2 and failed to pay its final invoices. This breach of contract is the basis for a Claim submitted by GPMC2 in the context of the CCAA proceeding.

89. In August 2022, GPMC2 provided an electronic copy of all relevant financial records to me, and I in turn provided these records to the Hills, and their counsel at the time Andrew McKay, and their accountant Gary Beveridge. Following the termination of its contract with OTE and OTE Logistics and the return to these companies of the records associated with this work as described above, GPMC2 deleted all records relating to OTE Logistics and OTE LP from its server.

**(iii) *Distribution Payments***

90. In or around April 2019, OTE LP was in a financial position to pay distributions to its limited partners. Pursuant to the OTE LP Agreement, each of the limited partners received distributions generally in accordance with their ownership interest. Nick, through CCD, also received a share pursuant to its Consulting Services Agreement.

91. Each of the partners received significant distributions between 2019 and 2022. However, at this time, I am in possession of only some accounting records received from Nick, as described in greater detail below, that evidence the payment of distributions to limited partners. Until I receive a complete set of financial records, as requested from the Monitor, including the RBC banking records, I am unable to provide a fulsome response.

92. From my recollection, in 2019 to late 2020, when distributions were issued to the limited partners through cheques, after the limited partners discussed and agreed upon the distribution amounts, Paula Anderson would prepare a record identifying the distribution amount to the limited partner and attach it to a cheque in that amount, which would be validated by Nick.

93. To my recollection, Nick, Paula Anderson, or Ms. Hodgins or I would allocate distributions to a particular expense line item as instructed by me or another limited partner. I recall that if the distributions were mis-allocated, they would typically be reallocated at year end. I have not reviewed all of the OTE emails or financial records but based on the preliminary set of documents I have reviewed, they demonstrate the role that Nick had in the distributions. This can be seen in documents easily accessible to the Monitor from the USB.

94. It is my recollection that, in 2019, distributions to limited partners were paid out in the form of cheques. These cheques would be countersigned by Scott Hill and me. I expect that the bank records requested from the Monitor would include the cancelled cheques. The Monitor has not produced these documents. Scott Hill reviewed the distributions every week and typically on Friday. Once the pandemic arrived, we moved away from cheques to electronic wire transfers and direct deposit payments. Distributions payments were issued from RBC.

95. The OTE limited partners each had their own preferences as to where our distributions would be directed. In May 2019, we held our first quarterly meeting wherein we reviewed financials. An agenda for the meeting is attached as **Exhibit “Y”**. My correspondence to Nick prior to the meeting enclosing budget projections, including “funds for distribution” and draft financial statements are attached at **Exhibit “Z”** and **Exhibit “AA”**, respectively.

96. Miles, Scott, Nick, Brian de Nobriga, and Lou Cerruti and I were in attendance at the then-new office on Highway 54 in Caledonia, Ontario. Specifically with respect to distributions, the limited partners agreed that distributions should be released in light of the positive financial situation of OTE LP to that date. The minutes reflect “by vote all approved the release of funds starting in June per Glenn’s presentation on a monthly basis all funds will distribute in the first two weeks.” Attached as **Exhibit “BB”** is a copy of my May 8, 2019 email to the partners summarizing the key notes and actions.

97. We also discussed the way in which we each wished to receive the distribution. Miles requested that his distributions be sent to his M One bank account, Scott requested that his distributions be sent to his personal account, CCD directed its distribution to a business account, and I requested that my distributions be directed for payment of my bills or otherwise to 265’s bank account.

98. Once we moved from cheques to wire transfers and direct deposits in 2020, I recall that a limited number of individuals – including myself, Mandy, Ms. Hodgins, Nick, and Paula Anderson – had the ability to set up, approve and release wire transfers. Each of these individuals had a fob that generated a number which changed every two minutes. In order to release a wire transfer, the individual releasing the transfer had to enter the number on the fob.

99. With respect to distributions, my recollection is that it was the practice that I would discuss free cashflow and profit position with Nick, provide a recommendation, and Nick would define exact distributions, confirm my math, and approve it via email. The distributions would then be released. For example:

- (a) Attached as **Exhibit “CC”** is a copy of my email to Nick, Scott, Miles, and Brian De Nobriga recommending that 50% of distributions be issued at that time but discontinue until sales volume increased and requesting they “provide your agreement or opinion”.
- (b) Attached as **Exhibit “DD”** is a copy of my email to Nick, Scott, Miles, and Brian De Nobriga, advising I had released February distributions.
- (c) Attached as **Exhibit “EE”** is a copy of my email to Nick, Brian De Nobriga, Scott, and Miles, dated March 3, 2022, where I note the cashflows “look good so I suggest we start with a 50% distribution this month and look to 100%” in April [sic] please let me know your thoughts”.
- (d) Later, on March 25, 2022, I sent a distribution plan to Nick, to which he responded “looks good” and “preference is to stay conservative at this point”. Attached as **Exhibit “FF”** is a copy of this email exchange dated March 25, 2022.
- (e) Attached as **Exhibit “GG”** is a copy of my email exchange with Nick on May 21, 2022, where I asked Nick to confirm that “everyones numbers are right” for distributions, prior to sending the calculations out.

100. After distribution amounts were determined either I, Mandy, Paula Anderson, and Ms. Hodgins would enter the distribution into the banking system. I recall that the RBC banking system required another approved user to approve the distribution and the payment would be queued to them for approval, so then either myself, Nick, or Mandy would approve the payment.

101. In this CCAA Proceeding, I have produced to the Monitor the information that I have in my possession regarding distributions. However, I do not believe that my records are complete by any means which is why I have requested financial records from the Monitor and the OTE Group. Attached at **Exhibit “HH”** are copies of some of the limited accounting records in my possession. These records reflect some of the distribution payments that were paid out in 2021.

102. As noted above, I received some financial records from Nick, which include “Payment Activity Manger Reports” for February 2021. These are attached as **Exhibit “II”**. Based on my review of these records, the Hills received the below distribution payments (and I believe further distribution payments were made to them):

- (a) On February 1, 2021, Scott and Miles each received a distribution in the amount of \$175,000. That same record does not reflect that 265 received a distribution.
- (b) On February 26, 2021, Scott and Miles each received a distribution in the amount of \$270,000. 265 received a distribution in the amount of \$240,000.
- (c) On May 18, 2021, Scott and Miles each received a distribution in the amount of \$175,000. That same record does not reflect that 265 received a distribution.
- (d) On June 30, 2021, Scott and Miles each received a distribution in the amount of \$175,000. That same record does not reflect that 265 received a distribution.

- (e) On July 29, 2021, Scott and Miles each received a distribution in the amount of \$175,000. 265 received a distribution in the amount of \$100,000. The Sixth Report does not identify this distribution payment in its Appendix C for Miles or Scott.
- (f) On September 3, 2021, Scott and Miles each received a distribution in the amount of \$175,000. That same record does not reflect that 265 received a distribution.
- (g) On November 18, 2021, Scott and Miles each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution. The Sixth Report does not identify this distribution payment in its Appendix C for Scott or Miles.
- (h) On December 24, 2021, Scott and Miles each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution. The Sixth Report does not identify this distribution payment in its Appendix C for Scott or Miles.

103. As shown above, the Hills received numerous distributions from OTE LP in their requested banking destinations in 2021, while 265, in many cases, did not receive a distribution directed into its bank account. I anticipate that the financial records for the other years where distributions were made would reflect the same arrangement. This is consistent with the discussion that took place at the first quarterly financial review meeting in April 2019 where I communicated to the limited partners that I wanted my distributions to be used for bill payments and the others identified their preferences.

104. Both Scott and Miles understood that 265 as a limited partner would receive distributions and then those distributions would be directed to pay vendors if those instructions were provided by me. None of the limited partners objected to that arrangement at the time the decision was made in April 2019 nor did anyone object throughout my time with the OTE Group, even though they knew that is how my distributions were being directed.

105. Various documents reflect the distributions that I would have received. The Statement of Partners' Surplus in the December 21, 2019 OTE LP unaudited financial statements show that 265 has Partner's Capital in the amount of \$1,079,794 at December 31, 2019. Attached as **Exhibit "JJ"** is a copy of the financial statement. The Statement of Partners' Surplus in the December 31, 2020 OTE LP unaudited financial statements show that 265 has Partner's Capital in the amount of \$3,197,277 at December 31, 2020 (i.e. \$1,079,794 plus \$2,117,483). Attached as **Exhibit "KK"** is a copy of the financial statement. Also attached is 265's Trial Balance for 2021, similarly reflects income from OTE of \$2,117,483. 265's Trial Balance for 2022, attached, reflects income from OTE of \$1,036,044. The total of these figures is \$4,233,321.

#### **G. MY DEPARTURE FROM THE OTE GROUP**

106. In late 2021, following very positive financials earlier that year, the OTE Group fell into a precarious financial situation, having purchased raw materials at a high price. Gas prices had taken a drastic downturn and the OTE Group had to operate leanly, which resulted in less distributions.

107. In June 2022, I departed for my wedding in Italy with Ms. Cox. At that time, Miles started to lodge allegations against me and threaten me, and the partnership began to disintegrate.

108. In July of 2022, Miles approached Mark Dailey, a network engineer who provided IT services for OTE, GPMC2, and other related companies, as well as for Miles Hill's fuel station.

Attached as **Exhibit “LL”** is a copy of Mark’s email to Miles, which indicates that Miles was seeking to get information about me from Mark by means which included “spying”, and caused Mark to withdraw IT support:

I have gone over your request since we talked and have literally lost sleep over it. As I explained to you yesterday, I have built my whole life and business on trust, something you have asked me to break with Glenn. I know you and him are having issues at the moment, but with all due respect they do not involve me. You asked me yesterday if Glenn had ever asked me to do anything underhanded or illegal which my answers remain the same as what I gave you yesterday...NEVER. You asked if any of OTE’s business was conducted off site, yes Kellie does all the books that Paula used to do and this is common knowledge so you would have already have known this. Going back to you asking if Glenn has ever asked me to do anything underhanded, or spy or get dirt on anybody, and again NEVER, which is where my dilemma comes in as you have asked me to do exactly that, which in my conscience and all my being I just simply cannot and will not do. That being said I believe that it is everyone’s best interest that you find other IT support for The Bearpaw Group as I can no longer in good conscience continue to service your company.

109. The relationship between myself and Miles continued to deteriorate.

110. On or around July 14, 2022, I ceased to be President of OTE GP. To the best of my knowledge, Scott has been the President of OTE GP since July 14, 2022.

**(i) OTE LP Financial Statements to RBC**

111. Around the exciting and busy time of my life leading up to my wedding celebration in Italy in June 2022, it is my recollection that I had to respond to a request by RBC for financial statements for OTE LP. Paragraph 30 of the Sixth Report refers to unaudited statements of OTE LP that I forwarded to RBC and were on the letterhead of Pettinelli Mastroluisi LLP, which denies issuing such statements. I did not forge any financial statements.

112. Without production of the relevant documents surrounding this event from the Monitor, it is my best recollection at this time that the issue raised by the Monitor occurred on or around June 6, 2022. I recall that I was in Italy at the time, and I received draft financial statements from an employee named Kerri, who had been hired at GPMC2 to support its finance team. She had consolidated financial data onto the Pettinelli letterhead and sent it to me by email while I was away. I believe, but cannot be sure, that Kerri sent me the email with the draft financial statements. My recollection is that I did not review the attachment and simply forwarded it on to RBC. I had no intention of submitting incorrect information.

**(ii) OTE LP's Business Records**

113. At paragraph 24 of the Sixth Report, the Monitor asserts that:

- (a) the business records of the OTE Group were not maintained at the head office of OTE LP and were “primarily in the possession of Page and others directed by him at an office set up in Burlington, Ontario”;
- (b) that the OTE Group’s personnel were locked out of their business systems after I departed on July 14, 2022; and
- (c) that I deleted the contents of my email inbox.

114. Each of these statements is inaccurate.

115. As I noted above, OTE LP’s books and records and servers were maintained primarily at the office on the Six Nations of the Grand River First Nations reserve. They were not held at GPMC2’s offices in Burlington. To my knowledge, the servers at the OTE LP office on the Six

Nations Reserve remain there, though they were no longer used after the transition to Silverline Solutions, a cloud-based server.

116. OTE Logistics also started to use the Silverline cloud-based server in 2021 for files and records that were outside of the financial bookkeeping held under a service contract by GPMC2. Prior to that, the OTE Logistics server was located at the blending site on the Six Nations Reserve. To the best of my knowledge, there was no interruption in OTE LP's access to the BookWorks system, and it is my belief that Sandra Smoke retained access to BookWorks after I ceased to be President of OTE GP.

117. At the time that I ceased to be President of OTE GP, I transitioned some of my responsibilities to other employees and officers of OTE GP, while continuing to perform others. I expected to continue working with OTE LP until a new President had been successfully onboarded and did so until late July 2022.

118. To the best of my recollection, I sent emails to OTE Group personnel outlining the support I intended to provide to assist in the transition. For example, on July 18, 2022, I emailed Scott regarding "My Retirement" and set out a list of basic job activities that needed to be discussed and allocated. I specifically identified that BookWorks' billing problems and technical issues needed to be resolved. This email exchange is attached as **Exhibit "MM"**.

119. Additionally, on July 28, 2022, I emailed Miles, Scott, and Brian, and asked that a meeting be set up to review OTE Logistics. Attached as **Exhibit "NN"** is my email exchange with Miles dated July 28, 2022.

120. Around July 28, 2022, I discovered that without any notice, I no longer had access to my OTE email account or any of the other online platforms that I used to perform work functions on behalf of OTE LP and OTE GP, such as BookWorks. I understood at that time my employment had been terminated. The access privileges of Mandy and GPMC2 employees who performed services for OTE LP and OTE Logistics were similarly terminated without notice at the same time.

121. On approximately August 5, 2022, I learned that a lawyer for Miles, Andrew McKay, was undertaking what looked to be an internal investigation. I attempted to assist the OTE Group to regain access to their servers, and met with their interim finance specialist, Gary Beveridge, for this purpose. Attached as **Exhibit “OO”** is an exchange of email between Gary Beveridge and Nick confirming my involvement in assisting with the financials.

122. By August, the relationship with the Hills had broken down. Miles began a campaign of threats and harassment against me and Mandy. I had no choice but to withdraw my support from the OTE Group in August 2022. An example of Miles’ conduct towards me is reflected in an email from December 9, 2022, copied to Mandy and all the partners, in which Miles makes a direct threat against me. Attached as **Exhibit “PP”** is the December 9, 2022 email.

123. Regarding the allegation that I had deleted emails and directed others to delete emails in their inbox, this is not accurate. On August 7, 2022, I asked Mark Dailey to archive my emails and delete the Microsoft accounts related to me, Kellie, Mandy, and Brian. I did not understand that this would delete the contents of the email inboxes. Mark Dailey responded by saying he would export the files to a pst file. Attached as **Exhibit “QQ”** is a copy of this August 7, 2022 email exchange. Like many other allegations raised in the Sixth Report, I understand that my counsel has made inquiries with the Monitor to ascertain the support for conclusions drawn by the Monitor.

## H. THE CCAA PROCEEDINGS AND ONTARIO LITIGATION

124. On October 12, 2022, the OTE Group and the Hills commenced an action against numerous defendants including 265 and me, asserting various causes of action such as breach of fiduciary duty and misappropriation of funds (the “**Action**”). Neither 265 nor I have defended the action as it has been stayed pursuant to the Initial Order. 265 and I expressly deny each and every allegation set out in that action. Attached at **Exhibit “RR”** is a copy of the Action.

125. Based on my review, the Action raises allegations and issues that are substantially similar to those in the Sixth Report.

## I. ALLEGATIONS IN THE SIXTH REPORT

126. In the Sixth Report, the Monitor has raised numerous suspected improper payments or transfers. I have reviewed them and the limited information regarding those transactions in the Sixth Report. Based on the incomplete information in my possession and my memory of specific events from years ago, I have attempted to respond to those allegations for the purposes of this motion. Ultimately, I require full responses to the questions and requests that have been asked by my lawyers to the Monitor. I believe that out of fairness and proportionality, I should be provided with full disclosure from the Monitor.

127. The Monitor appears to take issue with transactions dating as far back as 2018 and as recently as late 2022.

### (i) *The Monitor Has Not Produced Requested Information*

128. As I indicated above, since June 27, 2023, my counsel has requested productions from the Monitor. I am also aware that OTE USA LLC, as a creditor, is seeking production of documents from the Monitor, the OTE Group, and the Hills.

129. I understand that the Affidavit of Keely Kinley, sworn November 10, 2023, sets out various production requests made by my counsel and by others, which I would have benefitted from if answered. By way of a summary:

- (a) **June 27, 2023** – 265’s Proof of Claim states that a full accounting of OTE LP and OTE GP is necessary and that 265 should be entitled to all records relevant to that accounting the possession of the OTE Group, the Monitor, and Scott and Miles Hill. 265 also requested full documentary disclosure related to the faithlessness of the Hills, who are limited partners of OTE LP.
- (b) **August 16, 2023** – Lenczner Slaght LLP requested production of various financial documents related to OTE LP and OTE Logistics LP. On September 13, 2023, Aird & Berlis produced four financial documents in response to my request, only two of which had not been previously disclosed (and which were apparently just different versions of the same document). Attached as **Exhibit “SS”** is the letter of Aird & Berlis dated September 13, 2023, responding to the request for information of my counsel on September 6, 2023.
- (c) **September 22, 2023** – OTE USA LLC brought a motion seeking the creation and population of a data room for use in the CCAA Proceedings.
- (d) **October 2, 2023** - Lenczner Slaght LLP served a motion returnable on October 4, 2023, seeking an order, among other things, appointing a Chief Restructuring Officer as CRO of the OTE Group and directing Scott Hill and Miles Hill to fully cooperate with the CRO. Attached as **Exhibit “TT”** is a copy of the order of the

Aide Memoire of Glenn Page and 265 in support of a motion for a Chief Restructuring Officer (“CRO”).

- (e) **October 12, 2023** – The Monitor brought a motion, on consent, for an order expanding the Monitor’s powers and approving a bid process for the sale of the assets of the OTE Group. As a result, 265 and I withdrew the motion for the appointment of a CRO.
- (f) **October 27, 2023** – KSV (advisors to Glenn Page, 265, and OTE USA) sent the Monitor a list of information requests.
- (g) **November 15, 2023** – Lenczner Slaght LLP wrote to Bennett Jones LLP, counsel for the Monitor, to provide a list of questions arising from the Sixth Report that I required answers to in order to properly respond to the allegations in the Sixth Report. Counsel for the Monitor then advised that the Monitor was prepared to answer the written inquiries in writing to the extent they were relevant and reasonable, by November 27, 2023, with the caveat that I would “not also seek leave to conduct a cross-examination of a representative of the Monitor”. In response, Lenczner Slaght LLP reiterated the importance of the requested information (and did not forgo the right to cross-examine):

While we understand that it may take until November 27th to answer some of the Mareva Respondent’s questions, certain of the questions, including requests for production of documents have been outstanding for some time and should be produced immediately to allow the Mareva Respondents an opportunity to review the documents in advance of delivering responding affidavits. We refer in particular to our August 16, 2023 email requesting financial information. The relevance and necessity of these financial records is evident in Justice Osborne’s decision in which he notes that there was a lack of evidence in the record at

the time of the March, 2023 Mareva “of resolutions, meeting minutes, correspondence or any documents demonstrating or even suggesting that these transfers were...distributions of profit or income” (see paragraphs 34-36). It is the Monitor who is in control of these records, which have been requested for months by the Mareva Respondents and refused by the Monitor. As an officer of the Court, the Monitor must treat the Mareva Respondents fairly and produce relevant documents to the Mareva Respondents on a timely basis so that they may respond to the allegations.

Attached as **Exhibit “UU”** is a copy of the email exchange between Lenczner Slaght LLP and Bennett Jones LLP.

(ii) *The Yacht Allegations*

*Yacht Purchase*

130. Since early 2023, the Monitor has impugned my purchase of a yacht, the 2022 Azimut S7 bearing VIN XAXS7047F122 (the “**Yacht**”). The Sixth Report raises various allegations at paragraphs 47 to 51.

131. While a *Mareva* injunction was imposed on the yacht on March 15, 2023, there have been subsequent orders which reflect that this asset is at no risk of dissipation, and, as I previously understood, the entitlement over the interest of the Yacht will be determined at a later time. Currently, the Monitor is making efforts to sell the Yacht and once sold, the funds will be held in trust until there is a judicial determination. To sell the Yacht, the Monitor is using the boat broker, MarineMax, which I recommended to them after I saw their proposed list of boat brokers. MarineMax was chosen because they offered the most attractive package.

132. The Yacht was purchased by 265 from Pride Marine. I purchased the Yacht with funds from distributions from the OTE Group as well as a chattel mortgage formerly held by Essex Lease Financial Corporation. Essex was a recurrent financial provider for equipment purchased by the OTE Group.

133. Essex provided funds to 265 in the amount of USD\$1,000,000.00, which was paid to 265 in CAD\$1,230,000.00 (the “**Essex Loan**”), for the purchase of the Yacht while taking a security interest (a marine mortgage). The Loan and Security Agreement with Essex, dated July 19, 2021 (the “**Essex Loan Agreement**”), is attached at **Exhibit “VV”**.

134. I was advised by Brian Page, and verily believe, that the \$1,230,000.00 provided by Essex (the “**Essex Funds**”) was transferred to OTE Logistics because Essex was only prepared to fund to OTE Logistics because it was OTE Logistics that had established credit with Essex. I do not have the banking records available to me at this time, but I recall that OTE Logistics then transferred the Essex Funds to OTE LP (without a corresponding loan agreement). I believe this was done because, practically, it was easier to move the funds to Pride Marine this way. I recall that I could not send the funds directly from OTE Logistics to Pride Marine because OTE Logistics had a lower limit on its wire transfers, whereas the money could be sent directly from OTE Logistics to OTE LP (as a simple account transfer) and then OTE LP would send the Essex Funds in one wire transfer. OTE LP then sent USD\$1,000,000 to Pride Marine.

135. Gen7 Brands repaid the Essex Funds. On August 18, 2022, Gen7 Brands International received the payout quote for the Essex Loan. Attached as **Exhibit “WW”** is a copy of the quote. By September 2, 2022, the Yacht had been paid in full. Attached as **Exhibit “XX”** is a screenshot of the Gen7 Brands International bank account, with an outgoing wire transfer to Essex.

136. On September 7, 2022, the Essex Loan was discharged. A copy of the Marine Mortgage Discharge dated September 7, 2022, is attached as **Exhibit “YY”**. A A copy of correspondence sent to Transport Canada is attached at **Exhibit “ZZ”**.

137. As I recall, the Yacht was purchased with the Essex Funds, and with the distributions that I was entitled to from the OTE Group. I believe I was capable of obtaining other financing or paying with my own funds if necessary. As I described above, there was an agreement and no objection amongst the limited partners that I could direct my distributions for the payment of my own bills. Without the full accounting record, I cannot provide a definitive breakdown of the payments, but in light of the mortgage and the remainder of the principal, I do believe, at this time, that my entitlements from the OTE Group would have covered the amount that was necessary to be paid.

138. The Monitor alleges that Miles' signature was forged on the Director's Resolution authorizing the Essex Loan Agreement and on the Essex Loan Agreement itself. I did not forge these signatures or use his signature without authorization or direct that anyone else do so. I do not know who signed these documents.

#### **Yacht Location Prior to Mareva Order**

139. I understand that the Monitor and/or its counsel has suggested that in the face of a *Mareva* there is a risk of a dissipation of assets. Besides the sale of the house, they have pointed to the fact that the Yacht was not docked during the hearing for the Initial Mareva Order on March 15, 2023, and was sailing from Florida to the Bahamas, to suggest that I was trying to hide assets.

140. The Captain of the Yacht, G.L. Harvie, was given direction by me to safely make his way to St. Lucia via the Bahamas from Florida to arrive by March 2023 or so. There was no set timeline, but our objective was for the Yacht to arrive in St. Lucia well in advance of the incoming hurricane season and be prepared to charter the Yacht in St. Lucia.

141. While Mr. Harvie had his mandate, we did not keep in constant communication in light of our respective schedules. I understood that Mr. Harvie would exercise his discretion with respect to the timing of the Yacht's departure so that it could be safely operated according to the environmental and mooring conditions. I do not know the specific date, but I understand from Mr. Harvie that the Yacht left its mooring in Loggerhead, Florida in or around March 13 to 14, 2023.

142. After the *Mareva*, I instructed Mr. Harvie to return the Yacht to Florida. I do not recall the timing of that conversation. As stated at paragraph 51 of the Sixth Report, I recall that Mr. Harvie advised that the return to docking was delayed as there were 18 knot winds, creating 10-16 foot swells, making it unsafe to operate the vessel at any speed.

### **Subsequent Transfers**

143. At paragraph 61 of the Sixth Report, the Monitor refers to the transfer of title of the Yacht. In approximately the summer of 2022, I considered and took active steps towards the sale of the Yacht.

144. Beginning in December 2021, we had a plan to enter the chartering business and I learned that we needed a larger yacht to be successful, which required us to sell the Yacht. In or around late 2021, I engaged Mr. Harvie, who informally looked into the profitability of a chartering business. On December 2, 2021, I emailed a contact, Ms. Genevieve Dixon, at a St. Lucian resort, to inquire about hiring a Hospitality and Support Coordinator for the Yacht, which would be used for Gen7 Brands annual meetings and charters. Attached as **Exhibit "AAA"** is a copy of my email exchange with Ms. Dixon, dated December 7, 2021.

145. Unfortunately, we were not able to find a buyer for the Yacht despite retaining the services of boat brokers. We still decided to proceed with the plan to test the waters for a chartering business with the current Yacht.

146. To establish a chartering business, it would be more beneficial from a tax perspective to have the charter business incorporated in the Caymans. As a result, we began to transfer ownership of the Yacht.

147. On September 14, 2022, I obtained copies of the Transport Canada Mortgage discharge and a copy of the Vessel Transcript, demonstrating no liens or encumbrances on the Yacht, so that the registration would proceed smoothly. Attached as **Exhibit “BBB”** is a copy of the email from Brian Page to me, dated September 14, 2022, providing these documents.

148. For the purpose of owning and operating a pleasure vessel, CWC International Inc., which currently owns the Yacht, was incorporated on October 6, 2022 in the Caymans. The business was structured so that CWC International Inc. would pay GPMC International, a St. Lucia company, a lease amount for tax purposes.

### **Funds Relating to Pride Marine**

149. At paragraph 69(iv) of the Sixth Report, the Monitor reports that funds were advanced for marine-related transactions.

150. Some yacht-related expenses would have been paid for with my distributions from OTE LP (e.g., Azimut Benetti Spa and Bayland Enterprises).

151. However, some payments to ICBM Inc., the operating company for G.L. Harvie, were for consulting services for OTE LP.

152. Mr. Harvie has prior experience as a developer and builder of solar electric farms. Mr. Harvie was paid consulting and management fees for his work on the research and design of a solar farm at the blending sites (including at Couchiching). Scott Hill was aware of and approved of this expenditure. Attached at **Exhibit “CCC”** is a copy of a report prepared by Mr. Harvie and attached as **Exhibit “DDD”** is a copy of one of the requests for proposals that Mr. Harvie prepared for a blending site, dated April 7, 2022.

**(iii) Funds Relating to BodyHoliday**

153. In approximately August 2021, I began, in consultation with Scott and Nick, to plan an OTE Group employee and client retreat to BodyHoliday Spa in St. Lucia. This event was planned to take place during staggered weeks throughout January 2022 to February 2022. Guests who were to attend included Scott, Nick, Brian de Nobriga, Kellie Hodgins, and their spouses, as well as customers including Mat McLeod, Donna Adams, and Burt Whiteye.

154. On approximately August 26, 2021, \$1,000,000 was wired to the BodyHoliday Spa as a deposit in error. Only \$100,000 was intended to be advanced as a second deposit. On August 26, 2021, Ms. Murray, a GPMC2 employee, wrote to an employee at BodyHoliday Spa, Liza Lara, to advise of the error. BodyHoliday Spa ultimately kept USD\$424,592 to cover the remainder of the cost for the room bookings and incidentals for this event.

155. On October 19, 2021, I wrote to a number of directors and employees in the OTE Group, including Scott, Brian Page, Mat McLeod, Nick, and Brian de Nobriga, to provide an update on how the business was expanding and expressed my excitement. I also noted that “when we meet in St. Lucia we will go over the expectations of each site, likely returns and what we need to do to

deliver these across the goal line”. Attached as **Exhibit “EEE”** is a copy of the email dated October 19, 2021.

156. Unfortunately, I recall that in approximately January to February 2021, there was a further COVID-19 wave and Scott, Miles, and Nick were unable to attend. Given the relatively late cancellation of this event, we were not able to recover the deposit. Mandy and I were able to continue our stay at BodyHoliday Spa, and several others joined us. I do not recall the exact details but the payment for our stay would have been paid for through my distributions. I would be happy to coordinate with the Monitor to obtain further records from BodyHoliday Spa.

157. At paragraph 69 (viii) of the Sixth Report, the Monitor refers to payments to RJB Hotel Supplies, and an email dated May 10, 2022 wherein I confirmed to Silvio Caselli, the account manager at RBC, that a wire in the amount of \$41,150 to RJB Hotel Supplies was correct and for a “facility we are building”. From what I recall, those funds were advanced as distributions to me from OTE LP and were utilized for appliances for our house in St. Lucia. I do not recall why I utilized the word “facility”, but I believe my email intended to convey that Ms. Cox and I were building a home in St. Lucia.

**(iv) Funds Relating to AirSprint**

158. At paragraph 69 of the Sixth Report, the Monitor refers to payments made to AirSprint that were wired by OTE Group entities in the amount of \$10,469,494. The Monitor states that the majority of this amount is for fractional ownership of jets in the amount of \$9,032,298 and relates to purchase agreements between AirSprint and 265. The remainder of the amount is for operating costs paid for by the OTE Group for travel of passengers.

159. As of July 17, 2023, I consented to an Order that permitted about \$5.4 million dollars of sale proceeds from fractional interests to be remitted to the Monitor and held in trust until there is a judicial determination over those amounts. Subsequent sale proceeds will be treated in the same fashion. As a result, until there is a determination and I am successful, I will not have access to any of these funds.

160. While I do not have access to those funds, I believe that it is important to provide a response as the Monitor is suggesting that I used OTE Group funds to improperly purchase fractional interests for the benefit of 265. That is incorrect.

161. In or around January 2021, Scott, Nick, Brian de Nobriga, and I conducted a meeting over the telephone to discuss the positive financial results from 2020 and the continued growth of the OTE Group. It was raised at that meeting that it would be prudent to purchase fractional aircraft hours due to the increase in travel for business purposes. Everyone at the meeting agreed to purchasing fractional interests; however, Scott and Brian de Nobriga were extremely concerned that Miles would recklessly use up the flight hours for personal reasons, including to support his sprint car racing team efforts and other personal endeavors. As a result, we, as a group, decided to have 265 control and manage the aircraft and the usage. The OTE Group would pay for the fractional interests of the aircraft and the company or individuals that took a flight would pay for their usage directly.

162. Since the purchase of the fractional interests, the OTE Group members have booked the aircrafts on numerous occasions. While I understand that the aircrafts are used typically for business purposes, they have been used for personal reasons too. For instance, to the best of my knowledge, Scott Hill has used the aircraft to take his mother and sister to the casino in Edmonton,

his daughter for movie shoots and to attend hockey games. Attached at **Exhibit “FFF”** is a copy of Scott’s email to me dated April 4, 2022, asking to utilize the plane to fly family members into Winnipeg.

163. Following such use, the individual that took the flight is responsible for payment. 265 invoices the relevant entities for the flights. I understand that Scott, regardless of the reason for the travel, paid off his flights with OTE Group funds.

**(v) Funds Relating to Cheques and Wires to G. Page**

164. At paragraph 69(ii) of its Sixth Report, the Monitor identifies approximately “1.3 million was paid directly to Glenn Page” that it is continuing to investigate. The \$1.3 million that the Monitor has identified constitutes cheques, web payments and bill payments throughout 2019 to 2021. I require the underlying documentation for these transactions to be precise about their purposes.

165. Based on my preliminary review, I believe the cheques from OTE Logistics LP were advanced to me for management fees and expenses and other amounts were advanced as expenses, distributions, or tax payments per the agreement of all limited partners.

**(vi) Funds Relating To The Waterdown Property**

166. Paragraph 69(v) and (vi) of the Sixth Report refers to expenses related to home renovations. In approximately 2019, Mandy and I started to renovate the Waterdown House. This is one of the reasons why I had requested that my distributions from the OTE Group be used for bill payments.

167. These expenses were not unusual, and it is my recollection Scott also utilized distributions to pay for home improvements. Though at Appendix C of the Sixth Report the Monitor has included three payments to Scott for the year of 2021, the Monitor has not included the expenses that were paid by OTE LP for the work performed on Scott's home, by Carriage View Construction, which occurred in the fall of 2021. To my recollection, Scott would forward the invoices from Carriage View Construction to OTE LP, and they would be paid directly by OTE LP. Attached as **Exhibit "GGG"** and **"HHH"** are payment certificates dated September 1, 2021, and November 22, 2021, from Carriage View Construction indicating approximately \$309,750 was advanced for septic, excavation, foundation work, framing, shingles, windows, and doors.

**(vii) Funds Relating to the Wedding in Italy**

168. The Monitor has identified funds that went towards expenses for the wedding of myself and Ms. Cox, which occurred in July 2022. These advances were made as part of the distributions I was entitled to from 2021 to 2022.

**(viii) Funds Relating to RV Camping/ Cottage Resorts**

169. At paragraph 69 (ix) of the Sixth Report, the Monitor notes that payments were advanced to Parkbridge Lifestyle for an RV/cottage. These payments were advanced part of my 2019 distributions. For those funds advanced in 2020 to the Canada Revenue Agency, it is my recollection that in 2020, I incurred heavy costs from taxation, and all the shareholders of OTE LP agreed to cover the cost as compensation to me given their comparative tax advantages.

**(ix) Funds Relating to companies related to Glenn Page**

170. At paragraph 69 (xii) of the Sixth Report, the Monitor states that monies were paid to 265, IMA Enterprises, 2772618 Ontario Inc, and 2693472 Ontario Inc. Based on the current documents

I have available, I am uncertain about the purposes of these transfers and must review the underlying documentation to comment. However, it is my belief that the payments to IMA Enterprises were for the provision of consulting services, which occurred prior to when I transitioned to payroll in early 2019.

**(x) Funds Relating to Scott Hill and Miles Hill**

171. At paragraph 69(xi) of the Sixth Report, the Monitor states that over \$6.13 million was paid to Scott and Miles from the OTE Group bank accounts.

172. Based on the limited records that I have reviewed, it appears to me that the Monitor has not captured all the payments that were made to Scott Hill and Miles Hill by the OTE Group. My belief is that the Hills would have collected a higher amount. For example, I have listed out above the various months where distributions were paid to the Hills in 2021 but those amounts are not reflected in Appendix “C” to the Sixth Report, even though the records reflecting those missing payments are in the Monitor’s possession.

173. Further, the Monitor has listed only 3 transactions to Miles Hill in 2020, and only 13 transactions to Scott in 2020, though my review of the available records suggest there were many more payments than that. Attached as **Exhibit “III”** are copies of the Payment Manager Activity Reports reflecting payments to the Hills in August 18, September 3, November 9, and December 2, 2020, none of which are reflected in the Sixth Report.

**(xi) Funds Relating to Distributions to Cigarette Manufacturers**

174. At paragraph 69(xv) of the Sixth Report, the Monitor identifies that there were \$4.3 million dollars paid to payees “such as cigarette manufacturers, Italian vendors, and other related parties that appear to be improper”.

Reports reflecting payments to the Hills in August 18, September 3, November 9, and December 2, 2020, none of which are reflected in the Sixth Report.

**(xi) Funds Relating to Distributions to Cigarette Manufacturers**

174. At paragraph 69(xv) of the Sixth Report, the Monitor identifies that there were \$4.3 million dollars paid to payees “such as cigarette manufacturers, Italian vendors, and other related parties that appear to be improper”.

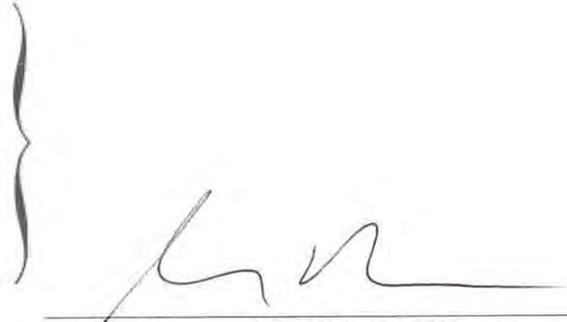
175. My belief at this time is that, in respect of the reference to “cigarette manufacturers”, the Hills may have used OTE LP to purchase equipment for use in connection with the manufacture of tobacco products, which is a business unrelated to OTE LP and carried on by the Hills.

**AFFIRMED** by Glenn Page in the City of Waterdown, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits  
(or as may be)

**BONNIE GREENAWAY**



**GLENN PAGE**

ORIGINAL TRADERS ENERGY LTD.  
Applicant

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF GLENN PAGE**

**LENCZNER SLAGHT LLP**

Barristers

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

This is Exhibit "A" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**BONNIE GREENAWAY**

**From:** Gard, Chris <cgard@kpmg.ca>  
**Sent:** Friday, July 21, 2023 1:55 PM  
**To:** Jonathan Chen <jchen@litigate.com>; Lomax, Broderick <blomax@kpmg.ca>  
**Cc:** Van Eyk, Paul <pvaneyk@kpmg.ca>; Monique Jilesen <mjilesen@litigate.com>; Sophie Alexander <salexander@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 [DM-LSDOCS.FID1022184]

EXTERNAL MESSAGE

Confirming that I've picked up the USB and cover letter.

Thanks,

Chris Gard, CPA  
KPMG | Deal Advisory

333 Bay Street, Suite 4600  
Toronto, Ontario, Canada  
M5H 2S5

T (416) 777 8214  
[cgard@kpmg.ca](mailto:cgard@kpmg.ca)

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>  
**Sent:** Friday, July 21, 2023 1:53 PM  
**To:** Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Sophie Alexander <[salexander@litigate.com](mailto:salexander@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 [DM-LSDOCS.FID1022184] [EXTERNAL]

Chris,

Can you confirm that you picked up the USB along with the covering letter?

Thanks,

Jon

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>  
**Sent:** Friday, July 21, 2023 9:00 AM  
**To:** Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Sophie Alexander <[salexander@litigate.com](mailto:salexander@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 [DM-LSDOCS.FID1022184]

Hi Chris,

We will have it ready for you by the 1:30 pm slot.

I will leave it with our reception on the 26th floor. We are at 130 Adelaide West.

Thanks,

Jon

---

**From:** Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>  
**Sent:** Friday, July 21, 2023 8:32 AM  
**To:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@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 [DM-LSDOCS.FID1022184]

**EXTERNAL MESSAGE**

Hi Jon,

I can pick up today during the time slots below. Please let me know what works along with your location details.

- 10:00 – 11:30am
- 1:30 – 3:30pm

Thanks,

Chris Gard, CPA  
KPMG | Deal Advisory

333 Bay Street, Suite 4600  
Toronto, Ontario, Canada  
M5H 2S5

T (416) 777 8214  
[cgard@kpmg.ca](mailto:cgard@kpmg.ca)

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>  
**Sent:** Friday, July 21, 2023 12:45 AM  
**To:** Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@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 [DM-LSDOCS.FID1022184] [EXTERNAL]

Hi Broderick,

Can you come to our office tomorrow (Friday, July 21)?

If you can provide some time slots, I can tell you which works and I will have the USB ready for you in an envelope.

Thanks,

Jon

---

**From:** Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Sent:** Thursday, July 20, 2023 3:34 PM  
**To:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>  
**Cc:** Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@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 [DM-LSDOCS.FID1022184]

**EXTERNAL MESSAGE**

Hi Jonathan,

I will be the contact from KPMG picking up the USB drive. Will someone be available this afternoon for me to come pick it up?

Thanks,

**Broderick Lomax, CPA**  
Senior Consultant, Deal Advisory  
Restructuring & Turnaround

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

T 416-228-7203  
[blomax@kpmg.ca](mailto:blomax@kpmg.ca)

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>  
**Date:** Wednesday, Jul 19, 2023 at 7:31 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>  
**Cc:** Paul van Eyk ([pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)) <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>, Lau, Duncan <[duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca)>, Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>, [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com) <[mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com)>, Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>, Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>, Tamie Dolny <[tdolny@airdberlis.com](mailto:tdolny@airdberlis.com)>, Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>, Jim Patterson <[PattersonJ@bennettjones.com](mailto:PattersonJ@bennettjones.com)>, Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.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 [DM-LSDOCS.FID1022184]

Hi Raj,

We now have the USB drive. Can you confirm that the USB drive should be sent to Mr. van Eyk?

Thanks,

Jon

---

**From:** Jonathan Chen  
**Sent:** Friday, July 14, 2023 4:30 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>  
**Cc:** Paul van Eyk ([pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)) <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Lau, Duncan <[duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca)>; Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>; [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[KKinley@litigate.com](mailto:KKinley@litigate.com)>; Tamie Dolny <[tdolny@airdberlis.com](mailto:tdolny@airdberlis.com)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Jim Patterson <[PattersonJ@bennettjones.com](mailto:PattersonJ@bennettjones.com)>; Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.com)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@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 [DM-LSDOCS.FID1022184]

Hi Raj,

Further to your note below, Mr. Page has advised us that he located a USB drive that was in the console of a vehicle before it was traded in. In accordance with his production obligations, Mr. Page reviewed the drive and found a copy of the Original Traders Energy email account. Mr. Page has arranged to send the USB drive to us. Once received, we will forward it to your attention.

Regards,

Jonathan

---

0056

**From:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>

**Sent:** Tuesday, July 11, 2023 2:00 PM

**To:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>

**Cc:** Paul van Eyk ([pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)) <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Lau, Duncan <[duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca)>; Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>; [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>; Tamie Dolny <[tdolny@airdberlis.com](mailto:tdolny@airdberlis.com)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Jim Patterson <[PattersonJ@bennettjones.com](mailto:PattersonJ@bennettjones.com)>; Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.com)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@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 [DM-LSDOCS.FID1022184]

EXTERNAL MESSAGE

Thank you Jonathan. Could you please confirm where this email account was located by your client? The Monitor has started its review of the emails and notes that they are from and to an OTE email address ([glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)).

As noted in our email below, and pursuant to the previous demands for Requested Information made by the Monitor, the Monitor requires that all emails and attachments to or from any email accounts (not just Glenn Page's) under the Original Traders Energy domain name or other domain names that are or were owned by or associated with any of the OTE Group entities (the "**OTE Group Domains**") be provided to the Monitor forthwith, in their current format and the format in which they existed as at the time of the Initial Order, without editing, redaction or any other alteration or tampering, including delivery to the Monitor of any computer drives or storage devices or media and immediate access to the Monitor to any cloud based or other servers on which such emails may be located (collectively, the "**Storage Media**"). Please provide the Monitor with all such Storage Media forthwith or inform the Monitor where such Storage Media is located and grant access thereto to the Monitor's representatives.

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](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)  
E. [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com)  
[BennettJones.com](http://BennettJones.com)

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>

**Sent:** Saturday, July 8, 2023 1:53 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>

**Cc:** Paul van Eyk ([pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)) <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Lau, Duncan <[duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca)>; Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>; [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>; Tamie Dolny <[tdolny@airdberlis.com](mailto:tdolny@airdberlis.com)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Jim Patterson

0057

<[PattersonJ@bennettjones.com](mailto:PattersonJ@bennettjones.com)>; Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.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 [DM-LSDOCS.FID1022184]

Hello Raj,

Below is a link to access the .pst file:

<https://litigate.sharefile.com/d-s6026aa05a52b4d8794f99b738b8ec1a7>

To be clear, we have not loaded the .pst file on our end and have not reviewed any of its contents.

Given your objection, we will not review the contents until and unless we come to a resolution or the issue is addressed by the Court.

Jonathan

---

**From:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>

**Sent:** Friday, July 7, 2023 11:39 AM

**To:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>; Steve Graff <[sgraff@airdberlis.com](mailto:sgraff@airdberlis.com)>; [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>; Tamie Dolny <[tdolny@airdberlis.com](mailto:tdolny@airdberlis.com)>

**Cc:** Paul van Eyk ([pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)) <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Lau, Duncan <[duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Jim Patterson <[PattersonJ@bennettjones.com](mailto:PattersonJ@bennettjones.com)>; Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.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 [DM-LSDOCS.FID1022184]

**EXTERNAL MESSAGE**

Jonathan,

Pursuant to the Initial Order dated January 30, 2023 and the Amended & Restated Initial Order of the OTE Group dated February 9, 2023 (the "ARIO"), the Monitor is to have full and complete access to the books, records and data of the OTE Group and is empowered to compel the production from any Person who has possession, custody or control thereof (see paragraphs 29(e) and (f) of the ARIO). The Monitor previously demanded production from Glenn Page of all such Requested Information, including via a letter dated February 6, 2023 (attached hereto for your convenience).

Pursuant to the ARIO and the previous demands for Requested Information made by the Monitor, the Monitor requires that all emails and attachments to or from any email accounts under the Original Traders Energy domain name or other domain names that are or were owned by or associated with any of the OTE Group entities (the "OTE Group Domains") be provided to the Monitor forthwith, in their current format and the format in which they existed as at the time of the Initial Order, without editing, redaction or any other alteration or tampering, including delivery to

the Monitor of any computer drives or storage devices or media and immediate access to the Monitor to any cloud based or other servers on which such emails may be located.

Furthermore, the Monitor does not agree to the review by any person, including Mr. Page or his counsel or advisors, of the emails or any attachments thereto prior to them being provided to the Monitor. All information and data on OTE Group Domains and any emails received or sent by Glenn Page in his capacity as a former director and/or officer of any OTE Group entity are property of the OTE Group. In addition, such emails and/or attachments could be subject to privilege in favour of the OTE Group or contain confidential or proprietary information belonging to the OTE Group.

If Mr. Page fails to comply with the above requests, the Monitor intends to raise this issue before the Court and seek any further directions or orders it deems necessary or appropriate.



**Raj Sahni**

**Partner\***, Bennett Jones LLP

\*Denotes Professional Corporation

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

T. [416 777 4804](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)

E. [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com)

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

---

**From:** Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>

**Sent:** Wednesday, July 5, 2023 11:03 PM

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

**Cc:** Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Keely Kinley <[kkinley@litigate.com](mailto: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 [DM-LSDOCS.FID1022184]

Counsel,

As you know, we are counsel to Glenn Page and 2658658 Ontario Inc.

Our client continues to make efforts to locate the Requested Information as defined in the Monitor's letter dated February 6, 2023. In the course of those efforts, Mr. Page located a copy of his email account with the Original Traders Energy domain name. At this time, we do not have any particulars about the email account. We intend to undertake a review of the email account for responsive documents as early as July 10, 2023. We appreciate that there may be privileged information contained in that email account. For that reason, we are open to discussing a review protocol should you believe that to be necessary. However, if you do not raise any objection by July 9, 2023, we will commence our review.

Regards,

Jonathan



**Jonathan Chen\***

T 416-865-3553

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

130 Adelaide St W  
Suite 2600  
Toronto, ON  
Canada M5H 3P5  
[www.litigate.com](http://www.litigate.com)

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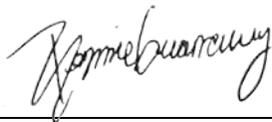
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This is Exhibit “B” referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway". The signature is written in a cursive style with a large initial 'B'.

---

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

**BONNIE GREENAWAY**

**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.**

**SCHEDULE "A" – 2658658 ONTARIO INC.  
PROOF OF CLAIM**

1. 2658658 Ontario Inc. ("**265**") files this Schedule "A" to the Proof of Claim dated June 27, 2023 pursuant to the Claims Procedure Order ("**CPO**") granted on April 27, 2023 in the *Companies' Creditors Arrangement Act* (Canada) proceedings of Original Traders Energy Ltd. ("**OTE GP**") and 2496750 Ontario Inc. ("**OTE Logistics GP**") bearing Court File No. CV-23-00693758-00CL. Capitalized terms not otherwise defined have meanings given to them in the CPO.
  
2. As described below, 265 has the following Claims against the OTE Group:
  - (a) A Pre-Filing Claim against OTE GP, Scott Hill, and Miles Hill in an amount to be quantified once full documentary disclosure is provided and an accounting of OTE LP and OTE GP is complete;
  
  - (b) A Pre-Filing and Restructuring Period Claim in the amount of \$123,071.00 for unpaid lease payments and the residual value of two vehicles which have been unlawfully possessed by OTE LP;
  
  - (c) A Pre-Filing Claim in the amount of \$1,625.66 for unpaid invoices for services provided by 265 to OTE LP;

- (d) With respect to the above, 265 seeks pre-judgment and post-judgment interest on any amounts awarded with respect to the Claims and in accordance with the *Courts of Justice Act*; and
- (e) With respect to the above, 265 seeks its legal costs associated with the Claims described herein.
3. 265 reserves its right to amend, revise, or supplement its Proof of Claim, including without limitation to provide additional information or documentation in support of its Claims, including any information or documentation that is in the possession or control of the OTE Group and/or the Monitor and not available to 265, and/or to file additional proof of claims for any additional claims, including for any claims that have not or cannot be identified or quantified at this time.
4. 265 reserves the right to set off the Claims described herein against any liability it may have or be found to have to the OTE Group or any member of the OTE Group, including without limitation any liability arising from the claims made against it by the OTE Group or any member of the OTE Group in the Statement of Claim bearing CV-22-00688572 (the “**Action**”).
5. This Claim is in addition and without prejudice to any claims that 265 may have against third parties to these proceedings.

**BREACH OF OTE LIMITED PARTNERSHIP AGREEMENT AND FIDUCIARY DUTY**

6. 265 asserts a Pre-Filing Claim against the General Partner, OTE GP, for breach of the OTE LP Agreement (as defined below). 265 further asserts a Pre-Filing Claim against the directors of OTE GP for breach of fiduciary duty.

**A. The Limited Partnership Agreement**

7. On July 5, 2017, the Limited Partners, which included Miles Hill, Scott Hill, and IMA Enterprises Inc, and the General Partner, OTE GP, entered into a limited partnership under the *Limited Partnerships Act* (Ontario) (the “**OTE LP Agreement**”). Attached at **Appendix “A”** is a copy of the OTE LP Agreement.

8. 265 has two shareholders. Glenn Page is the majority owner with a 75% interest. Mandy Cox is a minority owner with a 25% interest. While 265 was not an initial limited partner of OTE LP, 265 subsequently obtained a 33% ownership interest. As of August 1, 2019, 265 was transferred a total of 333,333 units resulting in its 33% interest in OTE LP. Scott Hill and Miles Hill also each held a 33% interest in OTE LP as of August 1, 2019. Attached at **Appendix “B”** is a copy of the Unit Register as of March 23, 2021. This ownership structure remains the case today.

9. Miles Hill and Scott Hill are both officers and directors of OTE GP. As of July 14, 2022, Scott Hill has been the President of OTE GP.

10. OTE LP is governed by the OTE LP Agreement. The OTE LP Agreement sets out, among other things, the roles and responsibilities of the Limited Partners and General Partner. Under the OTE LP Agreement, the General Partner is vested with the full and exclusive right to manage and operate the partnership. In particular, the OTE LP Agreement sets out the status, powers, and duties of the General Partner. For example:

**Section 2.7 (Status of the General Partner)** states that the General Partner will act in good faith and in the best interests of the Partnership in carrying out its obligations under this Agreement and will exercise the degree of care, diligence and skill that a reasonably prudent and qualified manager would exercise in the management of the business and affairs of the Partnership;

**Section 7.5 (Exercise of Duties)** requires that the General Partner exercise the powers and discharge its duties under this agreement honestly, in good faith and in the best interest of

the Partnership, and that it will exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

**Section 5.1 (Distribution and Order of Priority)** states that the General Partner, in its discretion, may determine and effect the distribution of Partnership property to the Partners, provided that distributions amongst all Partners shall be based on allocations set forth in Section 5.5(b);

**Section 7.2 (Specific Powers and Duties)** provides that the General Partner has full power and authority to, among other powers, commence an action or proceeding in connection with the partnership; and,

**Section 7.7 (Limitation of Liability)** provides that the General Partner may be liable for actions taken that are fraudulent, in bad faith or constitute wilful misfeasance or gross negligence in the performance of their obligations or the reckless disregard of their obligations.

**B. The Action**

11. On October 12, 2022, the OTE Group, Scott Hill, and Miles Hill commenced the Action against numerous defendants including Glenn Page and 265, asserting various causes of action such as breach of fiduciary duty and misappropriation of funds. Neither Mr. Page nor 265 have yet defended the Action as it has been stayed pursuant to the Initial Order. Mr. Page and 265 expressly deny each and every allegation set out in the Action.

12. The Action alleges a misappropriation of funds, which is denied, and states that: “The Defendants Glenn Page [...] unlawfully created, approved and released wire transfers of monies from OTE LP’s bank account for personal use to the detriment of the plaintiffs. They had no right or approval to use company funds for those purposes, and wrongfully took advantage of their positions in the business of the plaintiffs. There was no legitimate business purpose for any of those wire transfers.”

13. Without limiting the scope of their defence, 265 and Mr. Page assert that they were at all material times legally entitled to use the impugned funds, and that none of the transactions

attributed to them in the Action were improper. The Action targets transactions that were made in 2021 and 2022 by Mr. Page and/or 265. Contrary to the allegations, the impugned transactions were funded from distributions that were approved and paid out to each of the limited partners.

**C. Payment of Distributions to Limited Partners**

14. In or around spring 2019, OTE LP was in a financial position to pay distributions to its limited partners. Pursuant to the OTE LP Agreement, OTE GP caused distributions to be paid out to each of the limited partners. Each of the limited partners received distributions generally in accordance with their ownership interest.

15. At this time, Mr. Page and 265 are in possession of only some accounting records that evidence the payment of distributions to limited partners. It must be emphasized that there has to date not been a documentary or oral discovery process. Mr. Page and 265 require the benefit of fulsome documentary production from members of the OTE Group, the Monitor, and other relevant third parties (such as former limited partners). As noted above, Mr. Page and 265 reserve their right to amend or supplement their Claim once they have received proper disclosure.

16. Attached at **Appendix “C”** are copies of the limited accounting records available to Mr. Page and 265 that show distributions being paid to the limited partners. These records reflect distribution payments paid out variously in 2020 and 2021. By way of example, the limited partners received the below distribution payments:

- (a) In February 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution.

- (b) In late February 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$270,000. 265 received a distribution in the amount of \$240,000.
- (c) In May 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution.
- (d) In June 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution.
- (e) In July 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. 265 received a distribution in the amount of \$100,000.
- (f) In September 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution.
- (g) In November 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution.
- (h) In December 2021, Scott Hill and Miles Hill each received a distribution in the amount of \$175,000. The corresponding accounting record does not reflect that 265 received a distribution.

17. As shown above, Scott Hill and Miles Hill received numerous distributions from OTE LP while 265 in many cases did not. Although 265 was equally entitled to those distributions, 265 chose instead on certain occasions to have its distributions directed not to a bank account in its own name but to a different destination, such as to a third party for the purchase of a yacht, as it was entitled to do. The Action targets many transactions that originated from an OTE bank

account; however, in reality, those transactions were funded by 265's distributions, which it was entitled to use without restrictions.

18. Both Scott Hill and Miles Hill understood that 265 received distributions as a limited partner. Despite that knowledge, OTE LP, OTE GP, Scott Hill, and Miles Hill commenced the Action alleging that Glenn Page and 265 breached various duties and misappropriated funds of OTE LP. Although Scott Hill and Miles Hill each took distributions themselves as limited partners, there has been no legal action commenced against them for the taking of their distributions. To the extent that there exists a claim against Glenn Page and/or 265 in relation to the use of the distributions, there is a claim that exists as against Scott Hill and Miles Hill on the same basis. Failing to question their own conduct and receipt of distributions reveals the improper conduct of OTE GP, Miles Hill, and Scott Hill.

19. OTE GP, as General Partner, and Scott Hill and Miles Hill, who together control OTE GP, owe a fiduciary duty to each of the limited partners of the limited partnership. This duty is expressly recognized in the OTE LP Agreement.

20. Contrary to their established legal duties, OTE GP, Scott Hill, and Miles Hill have unfairly targeted 265 (and Glenn Page), which is a minority shareholder relative to Scott Hill and Miles Hill working in concert. The Action is only one part of a planned and deliberate campaign by Scott Hill and Miles Hill to harm Glenn Page's business interests, and is a clear example of Scott Hill and Miles Hill acting in favour of their own interests to the exclusion of 265's.

21. Had OTE GP, Scott Hill, and Miles Hill exercised their duties as required by law and in accordance with the OTE LP Agreement, they would not have singled out and pursued only one of the limited partners in the Action. As noted above, all of the limited partners received

distributions. Scott Hill and Miles Hill casually overlooked their taking of distributions from OTE LP for their personal benefit and used their positions of power within OTE GP to commence, in bad faith, a legal action that only impugns transactions made on behalf of 265. In that regard, OTE GP, Scott Hill, and Miles Hill are in breach of their fiduciary duties to 265.

#### **D. Remedies**

22. As a result of the above breaches, 265 seeks a full accounting of OTE LP and OTE GP from 2019 onwards, including an accounting of the distributions paid out to each of its limited partners and any other remuneration received by them. 265 is entitled to all records relevant to that accounting, including records in the possession of the OTE Group, the Monitor, Miles Hill, and Scott Hill.

23. Further, 265 is entitled to damages arising from the breach of fiduciary duty. Scott Hill and Miles Hill commenced the Action in breach of their fiduciary duty and with an ulterior motive to advance their personal interests. To properly quantify the faithlessness of Scott Hill and Miles Hill, 265 requires full documentary disclosure.

#### **UNPAID LEASE PAYMENTS AND RESIDUAL VALUE OF VEHICLES**

24. 265 asserts a Pre-Filing Claim and/or Restructuring Period Claim for unpaid invoices relating to two trucks which were leased to OTE LP and, if necessary, their residual value. OTE LP has unlawfully seized the two trucks and failed to return them to 265. Accordingly, should OTE LP keep the trucks, they are liable for payment of the residual value of the trucks. Attached as **Appendix “D”** are copies of the purchase agreements.

25. As noted, 265 purchased two trucks that were later leased to OTE LP to support its business operations. OTE LP agreed to pay monthly lease instalments for the trucks, including the cost of

insurance. OTE LP has failed to pay its invoices as of January 2022 in breach of its agreement with 265.

26. Specifically, 265 leased the following two trucks to OTE LP:

(a) 2021 Chevrolet Silverado 150 LT bearing VIN3GCUYDED5MG105728. This truck was purchased from Barry Cullen Chevrolet for \$55,268.

(b) 2021 Chevrolet Silverado 1500 RS bearing VIN1GCUYEET3MZ337791. This truck was purchased from Barry Cullen Chevrolet for \$65,111.

27. Attached as **Appendix “E”** are copies of the unpaid invoices for January to July 2022. The total unpaid invoices to July 2022 amount to \$13,881.

28. While 265 has not delivered invoices to OTE LP since July 2022, OTE LP remains responsible for lease payments as of that date given that OTE LP has not returned the two trucks to 265. As of July 2022, OTE LP owes an additional \$21,690.00<sup>1</sup>, which brings the total unpaid truck payments to \$35,571.

29. Separately, OTE LP has unlawfully seized the two trucks and has provided no indication that it intends to return them to 265. On that basis, 265 obtained the residual value of the trucks as of September 2022 from a representative of Barry Cullen Chevrolet who has indicated that the LT and RS are valued at \$42,500 and \$45,000, respectively. Attached as **Appendix “F”** is an email from the representative of Barry Cullen Chevrolet providing an estimate of the residual value of the trucks.

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<sup>1</sup> This is calculated by taking the July 2022 invoice of \$2,169 and multiplying by 10 months.

30. Accordingly, the total amount claimed with respect to the two trucks is \$123,071.

**UNPAID INVOICES FOR SERVICES PROVIDED BY 265**

31. 265 seeks reimbursement for miscellaneous products and services paid for on behalf of OTE Logistics LP and OTE LP in the amount of \$1,625.66. Specifically, 265 purchased a computer monitor in the amount of \$202.99 for use by staff of OTE Logistics LP and paid for electrical and travel expenses in the amount of \$1,445.99 for OTE LP. Attached at **Appendix “G”** are copies of the unpaid invoices for those items.

This is Exhibit "C" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 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)**

**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.**

**SCHEDULE "A" TO GLENN PAGE  
PROOF OF CLAIM**

1. Glenn Page files this Schedule "A" to the Proof of Claim dated June 27, 2023 pursuant to the Claims Procedure Order ("CPO") granted on April 27, 2023 in the *Companies' Creditors Arrangement Act* (Canada) proceedings of Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("OTE Logistics GP") bearing Court File No. CV-23-00693758-00CL. Capitalized terms not otherwise defined have meanings given to them in the CPO.
  
2. As described in detail below, Glenn Page has the following Claims against the OTE Group:
  - (a) A Pre-Filing Claim against OTE Logistics GP and Miles Hill for breach of the OTE Logistics LP Agreement (as defined below) and breach of fiduciary duty in an amount to be quantified once the required information is made available to Mr. Page;
  - (b) A Pre-Filing Claim in the amount of **\$216,586.62** for breach of the employment agreement between Glenn Page and Original Traders Energy LP ("OTE LP");
  - (c) A Pre-Filing Claim in the amount of **\$179,006.41** for unpaid invoices issued to OTE Logistics LP between January 1, 2021 to July 1, 2022;

- (d) A Restructuring Period Claim in the amount of **USD\$279,794.59** for expenses arising from the ownership of the 2022 Azimut S7 bearing VIN XAXS704F122 (the “**Vessel**”) and loss of use of the Vessel;
- (e) With respect to the above, Mr. Page seeks pre-judgment and post-judgment interest on any amounts awarded with respect to the Claims and in accordance with the *Courts of Justice Act*; and
- (f) With respect to the above, Mr. Page seeks his legal costs associated with the Claims described herein.

3. Mr. Page reserves his right to amend, revise, or supplement his Proof of Claim, including without limitation to provide additional information or documentation in support of his Claims, including any information or documentation that is in the possession or control of the OTE Group and/or the Monitor and not available to Mr. Page, and/or to file additional proof of claims for any additional claims, including for any claims that have not or cannot be identified or quantified at this time.

4. Mr. Page reserves the right to set off the Claims described herein against any liability he may have or be found to have to the OTE Group or members of the OTE Group, including without limitation any liability arising from the claims made against him by the OTE Group or members of the OTE Group in the Statement of Claim bearing CV-22-00688572 (the “**Action**”).

5. This Claim is in addition and without prejudice to any claims that Mr. Page may have against third parties to these proceedings.

**BREACH OF OTE LOGISTICS LIMITED PARTNERSHIP AGREEMENT AND FIDUCIARY DUTY**

6. Glenn Page asserts a Pre-Filing Claim against OTE Logistics GP for breach of the OTE Logistics LP Agreement (as defined below). Mr. Page further asserts a Pre-Filing Claim against the Director of OTE Logistics GP, Miles Hill, for breach of his fiduciary duties.

**A. The OTE Logistics Limited Partnership Agreement**

7. On April 24, 2018, the Limited Partners, which then included Miles Hill, Scott Hill, and Glenn Page, and the General Partner, OTE Logistics GP, entered into a limited partnership (“**OTE Logistics LP**”) under the *Limited Partnerships Act* (Ontario) (the “**OTE Logistics LP Agreement**”). Attached as **Appendix “A”** is a copy of the OTE Logistics LP Agreement.

8. The current Limited Partners of OTE Logistics LP are Miles Hill, Scott Hill, Glenn Page, and 11222074 Canada Limited (“**112**”)<sup>1</sup>. Their respective ownership interests are as follows:

Limited Partner	Ownership Interest
Miles Hill	26%
Scott Hill	26%
Glenn Page	24%
11222074 Canada Limited <sup>2</sup>	24%

9. Miles Hill is the sole Director of OTE Logistics GP.

10. The OTE Logistics LP is governed by the OTE Logistics LP Agreement. The OTE Logistics LP Agreement sets out, among other things, the roles and responsibilities of the Limited Partners and General Partner. Under the OTE Logistics LP Agreement, the General Partner is vested with the full and exclusive right to manage and operate the partnership. In particular, the

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<sup>1</sup> Some records appear to indicate the limited partner is 7069847 Canada Limited.

<sup>2</sup> See footnote 1 above.

OTE Logistics LP Agreement sets out the status, powers, and duties of the General Partner. For example:

**Section 2.7 (Status of the General Partner)** states that the General Partner will act in good faith and in the best interests of the Partnership in carrying out its obligations under the Agreement and will exercise the degree of care, diligence, and skill that a reasonably prudent and qualified manager would exercise in the management of the business and affairs of the Partnership;

**Section 7.5 (Exercise of Duties)** requires that the General Partner exercise the powers and discharge its duties under the Agreement honestly, in good faith and in the best interest of the Partnership, and that it will exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

**Section 7.2 (Specific Powers and Duties)** provides that the General Partner has full power and authority to, among other powers, commence an action or proceeding in connection with the partnership; and,

**Section 7.7 (Limitation of Liability)** provides that the General Partner may be liable for actions taken that are fraudulent, in bad faith or constitute wilful misfeasance or gross negligence in the performance of their obligations or the reckless disregard of their obligations.

## **B. The CCAA**

11. On January 30, 2023, the Initial Order was issued and the OTE Group was granted protection under the CCAA for the purpose of, among other things, an opportunity to restructure the business affairs. The Amended and Restated Initial Order was granted on February 9, 2023. As sole director of OTE Logistics GP, Miles Hill, who was also a director of OTE GP, was responsible for the decision to participate in the CCAA proceedings.

12. At least as of July 2022, however, OTE Logistics was a going concern and a profitable company. Attached at **Appendix “B”** are financial records available to Mr. Page. Despite their knowledge of OTE Logistics’ stable financial position, OTE Logistics GP and Miles Hill chose to seek creditor protection under the CCAA along with OTE LP, whose financial position was markedly worse. The decision to lump OTE Logistics LP and OTE LP together for the purposes

of these proceedings demonstrates OTE Logistics GP and Miles Hill's failure to understand OTE Logistics LP's true financial condition and constitutes outright mismanagement of OTE Logistics LP.

13. OTE Logistics GP and Miles Hill each have duties, including fiduciary duties, to OTE Logistics LP and Glenn Page as a limited partner. By permitting OTE Logistics LP to be included in the OTE Group, such that it is now part of the proposed restructuring, OTE Logistics GP and Miles Hill have failed to consider and safeguard Glenn Page's interests as a limited partner.

14. Rather than fulfilling their legal duties and contractual obligations to protect Mr. Page, OTE Logistics GP and Miles Hill chose to wrongfully prefer the interests of OTE LP and subject OTE Logistics LP to an unnecessary restructuring process. OTE Logistics GP and Miles Hill have failed to act in good faith and are liable for any damages that Mr. Page has and will suffer as a result of OTE Logistics LP being under CCAA protection.

15. Had OTE Logistics GP and Miles Hill fulfilled their legal obligations and properly understood the financial condition of OTE Logistics LP, they would have realized the availability of reasonable options for OTE Logistics LP to take while OTE LP was under creditor protection. These options included the continued management of the partnership or the liquidation of business assets so that the limited partners would receive appropriate distributions.

### **C. Damages**

16. Mr. Page has and will suffer damages arising from the breach described above. Mr. Page is not currently in possession of relevant documents that would enable him to properly quantify the losses resulting from the breach. To properly undertake this analysis, Mr. Page requires all relevant financial documentation in the possession of OTE Logistics LP and requests immediate

production of those documents. In light of the informational imbalance, Mr. Page reserves his right to particularize this Claim once the relevant information is made available to him.

## **BREACH OF CONTRACT/EMPLOYMENT AGREEMENT**

17. Glenn Page asserts a Pre-Filing Claim against OTE LP in the amount of \$216,586.62 for breach of his employment agreement, which included a six-month notice clause.

### **A. The Employment Terms**

18. Mr. Page was President of OTE GP between April 2018 and July 2022. His services and remuneration were set out in an employment agreement. Mr. Page has not yet been able to locate the executed version of the agreement. Mr. Page reserves his right to provide additional documentation to supplement this Claim, if necessary.

19. Mr. Page's annual compensation as President of OTE GP was \$425,000<sup>3</sup>, as set out in a letter from Nick Capretta, a member of OTE's board of directors, to RBC dated July 8, 2019 ("**Employment Verification Letter**"). This letter is attached at **Appendix "C"**. Glenn Page's base compensation was supplemented with allowances, benefits, and bonuses as described in the Employment Verification Letter and the email attached at **Appendix "D"**. This email, dated June 29, 2018, was sent to Glenn Page confirming unanimous approval of Mr. Page's remuneration structure. The terms set out in the email are mirrored in the Employment Verification Letter, save for the increase in Mr. Page's base compensation. Attached at **Appendix "E"** is a draft employment agreement that formed the basis of the negotiations between Mr. Page and OTE. The terms of the draft agreement entitled Mr. Page to 180 days of written notice upon termination of

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<sup>3</sup> Mr. Page's 2020 T4 shows employment income from OTE LP in the amount of \$433,173.24.

his employment. Subject to the modifications identified in the email dated June 29, 2018, the terms in the draft were accepted.

**B. OTE's Removal of Glenn Page**

20. On or around July 14, 2022, Glenn Page ceased to be President of OTE GP. Mr. Page transitioned some of his responsibilities to other employees and officers of OTE GP, while continuing to perform others. He expected to continue working with OTE LP until a new President had been successfully onboarded, and did so until late July 2022.

21. On or around July 28, 2022, Glenn Page discovered that he no longer had access to his OTE email account or any of the other online platforms that he used to perform work functions on behalf of OTE LP and OTE GP. The steps taken to block Glenn Page's access to his OTE account and OTE systems were taken without any notice to Mr. Page, who understood that his employment had been terminated at that time.

22. By failing to abide by the terms of the employment agreement, OTE is liable to Mr. Page for six months of pay in the amount of \$216,586.62<sup>4</sup>.

**UNPAID INVOICES FOR SERVICES PROVIDED TO OTE LOGISTICS LP**

23. Mr. Page asserts a Pre-Filing Claim for unpaid invoices by OTE Logistics LP between January 1, 2021 and July 1, 2022 in the total amount of \$176,332.00. The following invoices remain unpaid:

- (a) **Management Fee:** As President of OTE Logistics, Mr. Page was paid a management fee. Monthly invoices in the amount of \$7,500 for the period of March

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<sup>4</sup> This figure is based on Mr. Page's 2020 T4 employment income from OTE LP.

2021 to July 2022 have not been paid by OTE Logistics. Those unpaid invoices total to \$127,500.00.

- (b) **HST License:** Mr. Page paid for an invoice for an “HST License 5 Axle” for the month of January 2021. Mr. Page seeks reimbursement in the amount of \$6,832.00.
- (c) **Shareholder Loans:** Mr. Page provided three shareholder loans which totalled \$42,000.00 and now seeks repayment.

24. Attached as **Appendix “F”** is a Supplier Aging Report reflecting the above unpaid invoices.

#### **YACHT COST AND EXPENSES**

25. The Vessel is currently the subject of a Mareva Order dated March 15, 2023 (the “**Mareva Order**”). Mr. Page asserts a Restructuring Period Claim arising from the ownership of the Vessel and loss of use from the date of the Mareva Order onwards in the amount of USD\$279,794.59. For certainty, Mr. Page asserts that the Vessel was purchased entirely with funds that he or his companies were legally entitled to and claims for losses and damages on that basis.

26. With respect to expenses incurred since the Mareva Order, Mr. Page seeks reimbursement for monthly marina fees, captain fees, and Vessel maintenance fees. Below is a summary of the expenses since March 2023:

<b>Expenses (from March 2023)</b>	<b>Cost</b>	<b>See Appendix “G” for Invoices/Statements</b>
Marina Fee	USD\$19,709.83	
Captain Fee	USD\$21,000.00	
Vessel Maintenance Fees	USD\$11,084.76	
<b>TOTAL EXPENSES</b>	<b>USD\$51,794.59</b>	

27. As the Vessel remains subject to the Mareva Order, Mr. Page will continue to incur expenses in relation to marina fees, captain fees, and maintenance fees. In the next two months, Mr. Page expects expenses of at least \$60,000. Mr. Page reserves his right to amend his Claim to seek expenses that will be incurred.

28. Further, since the Mareva Order, Mr. Page has been deprived of the use of his Vessel, which he sought to monetize, and asserts a Claim based on the market rental value of a similar Vessel. Based on publicly available information, similar Vessels are available for rent on a weekly basis for approximately USD\$38,000. Attached at **Appendix "H"** are printouts from yacht rental websites. Assuming reasonably that the Vessel would be rented out for two weeks per month, Mr. Page has suffered lost profits and asserts a Claim in the amount of USD\$228,000. This figure will continue to increase by the same amount each month until the Mareva Order is resolved.

This is Exhibit “D” referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in cursive script, appearing to read "Bonnie Greenaway".

---

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

**BONNIE GREENAWAY**

**From:** [Monique Jilesen](#)  
**To:** ["Richard Swan"](#); [Raj Sahni](#); [Shaan Tolani](#); [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com); [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); [shans@airdberlis.com](mailto:shans@airdberlis.com); [Jonathan Chen](#); [Bonnie Greenaway](#); [Keely Kinley](#); [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)  
**Cc:** [Thomas Gray](#)  
**Subject:** RE: OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable December 7, 2023  
**Date:** Wednesday, November 15, 2023 1:55:48 PM  
**Attachments:** [image001.png](#)  
[Questions for the Monitor - from the Mareva Respondents - November 15, 2023.pdf](#)

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Hi Richard and Raj,

Thank you for sending a draft timetable. We have some revisions, and, subject to our note below, we propose as follows:

**November 22** – Responding Motion Records

**November 27** – Supplemental Monitor’s Report and Record (if any)

**November 29 to December 1** – Rule 39.03 and Affiant Cross-Examinations

**December 5** – Factums

**December 7** – Hearing

We have attached a list of questions arising from the Sixth Report that we require responses to in order for our clients to properly prepare a response and to decide what, if any, cross-examinations will be needed. Our proposed timetable above is therefore contingent on the timely receipt of the information and production requests set out in the attached pdf. We note that we reserve our right to cross-examine the Monitor for the purposes of this motion. Separately, please advise if and who the Monitor intends to cross-examine under Rule 39.03.

Thanks,

Monique

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**From:** Richard Swan <SwanR@bennettjones.com>

**Sent:** Monday, November 13, 2023 11:02 AM

**To:** Monique Jilesen <mjilesen@litigate.com>; Raj Sahni <SahniR@bennettjones.com>; Shaan Tolani <TolaniS@bennettjones.com>; [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com); [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); [shans@airdberlis.com](mailto:shans@airdberlis.com); [Jonathan Chen <jchen@litigate.com>](mailto:jchen@litigate.com); [Bonnie Greenaway <BGreenaway@litigate.com>](mailto:BGreenaway@litigate.com); [Keely Kinley <kkinley@litigate.com>](mailto:kkinley@litigate.com); [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)

**Cc:** Thomas Gray <GrayT@bennettjones.com>

**Subject:** OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable December 7, 2023

EXTERNAL MESSAGE

The Monitor is proposing the following timetable for steps leading to the December 7, 2023 hearing:

Friday November 17 – Responding Motion Records

Wednesday November 22 – Supplemental Monitor’s Report and Record (if any)

November 28 – December 1 – Rule 39.03 and Affiant Cross-Examinations

December 5 – Factums

December 7 -- Hearing

**Richard B. Swan**

*Partner and Department Co-Head, Litigation*, Bennett Jones LLP  
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

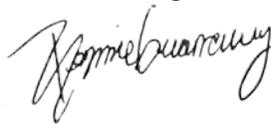
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This is Exhibit "E" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**BONNIE GREENAWAY**

**From:** [Monique Jilesen](#)  
**To:** ["Richard Swan"](#); [Raj Sahni](#); [Shaan Tolani](#); [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com); [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); [shans@airdberlis.com](mailto:shans@airdberlis.com); [Jonathan Chen](#); [Bonnie Greenaway](#); [Keely Kinley](#); [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)  
**Cc:** [Thomas Gray](#)  
**Bcc:** ["11248\\_101134 Original Traders Energy LP Emails"](#)  
**Subject:** RE: OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable December 7, 2023 [DM-LSDOCS.FID1022184]  
**Date:** Saturday, November 18, 2023 1:31:26 PM  
**Attachments:** [image001.png](#)

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Richard,

Thank you for your message. The Monitor seeking a worldwide injunction against a director, shareholder and creditor of the Debtor is a highly adversarial proceeding and an unusual circumstance which warrants the Mareva Respondents an opportunity to cross-examine the Monitor. Notwithstanding our view that we have a right to cross-examine the Monitor in such circumstances, we are following the practice to put our questions (and any follow up questions) to the Monitor in writing and seek to cross-examine the Monitor if necessary following receipt of the answers (See Luigi Martellacci, Re, 2014 ONSC 5188 (CanLII), at para [21](#)). In making the written requests and reserving our right to cross-examine the Monitor we are following a recognized and proper procedure. Given the nature of the motion and without answers to the questions, we are not able to agree at this time that we will not seek leave to conduct a cross-examination of the Monitor. We will review the answers and documents produced and consider our position at that time.

While we understand that it may take until November 27th to answer some of the Mareva Respondent's questions, certain of the questions, including requests for production of documents have been outstanding for some time and should be produced immediately to allow the Mareva Respondents an opportunity to review the documents in advance of delivering responding affidavits. We refer in particular to our August 16, 2023 email requesting financial information. The relevance and necessity of these financial records is evident in Justice Osborne's decision in which he notes that there was a lack of evidence in the record at the time of the March, 2023 Mareva "of resolutions, meeting minutes, correspondence or any documents demonstrating or even suggesting that these transfers were...distributions of profit or income" (See paragraphs [34-36](#)). It is the Monitor who is in control of these records, which have been requested for months by the Mareva Respondents and refused by the Monitor. As an officer of the Court, the Monitor must treat the Mareva Respondents fairly and produce relevant documents to the Mareva Respondents on a timely basis so that they may respond to the allegations.

We will deliver our materials on the timeline set out below, while reserving our rights to deliver reply material, cross-examine the Monitor and seek extensions of time if necessary, depending upon the responses from the Monitor.

We look forward to hearing from you.

Monique Jilesen

---

**From:** Richard Swan <SwanR@bennettjones.com>  
**Sent:** Friday, November 17, 2023 5:42 PM  
**To:** Monique Jilesen <mjilesen@litigate.com>; Raj Sahni <SahniR@bennettjones.com>; Shaan Tolani <TolaniS@bennettjones.com>; sgraff@airdberlis.com; mhenderson@airdberlis.com; shans@airdberlis.com; Jonathan Chen <jchen@litigate.com>; Bonnie Greenaway <BGreenaway@litigate.com>; Keely Kinley <kkinley@litigate.com>; jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com  
**Cc:** Thomas Gray <GrayT@bennettjones.com>  
**Subject:** RE: OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable December 7, 2023

**EXTERNAL MESSAGE**

Monique,

The Monitor has received your written inquiries and is prepared to respond to them in writing, to the extent relevant and reasonable, by November 27, but only on the basis that your clients will not also seek leave to conduct a cross-examination of a representative of the Monitor.

We also have your inquiry about the thumb-drive. We will ask the Monitor to make a copy to provide to you early next week.

**Richard B. Swan**

*Partner and Department Co-Head, Litigation, Bennett Jones LLP*  
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 7479](tel:4167777479) | F. [416 863 1716](tel:4168631716)

[BennettJones.com](https://www.bennettjones.com)



---

**From:** Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>  
**Sent:** Wednesday, November 15, 2023 1:56 PM  
**To:** Richard Swan <[SwanR@bennettjones.com](mailto:SwanR@bennettjones.com)>; Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Shaan Tolani <[TolaniS@bennettjones.com](mailto:TolaniS@bennettjones.com)>; [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com); [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); [shans@airdberlis.com](mailto:shans@airdberlis.com); Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>; Bonnie Greenaway <[BGreenaway@litigate.com](mailto:BGreenaway@litigate.com)>; Keely Kinley <[kkinley@litigate.com](mailto:kkinley@litigate.com)>; [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)  
**Cc:** Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.com)>  
**Subject:** RE: OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable December 7, 2023

Hi Richard and Raj,

Thank you for sending a draft timetable. We have some revisions, and, subject to our note below, we propose as follows:

**November 22** – Responding Motion Records

**November 27** – Supplemental Monitor’s Report and Record (if any)

**November 29 to December 1** – Rule 39.03 and Affiant Cross-Examinations

**December 5** – Factums

**December 7** – Hearing

We have attached a list of questions arising from the Sixth Report that we require responses to in order for our clients to properly prepare a response and to decide what, if any, cross-examinations will be needed. Our proposed timetable above is therefore contingent on the timely receipt of the information and production requests set out in the attached pdf. We note that we reserve our right to cross-examine the Monitor for the purposes of this motion. Separately, please advise if and who the Monitor intends to cross-examine under Rule 39.03.

Thanks,

Monique

---

**From:** Richard Swan <[SwanR@bennettjones.com](mailto:SwanR@bennettjones.com)>

**Sent:** Monday, November 13, 2023 11:02 AM

**To:** Monique Jilesen <[mjilesen@litigate.com](mailto:mjilesen@litigate.com)>; Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Shaan Tolani <[TolaniS@bennettjones.com](mailto:TolaniS@bennettjones.com)>; [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com); [mhenderson@airdberlis.com](mailto:mhenderson@airdberlis.com); [shans@airdberlis.com](mailto:shans@airdberlis.com); Jonathan Chen <[jchen@litigate.com](mailto:jchen@litigate.com)>; Bonnie Greenaway <[BGreenaway@litigate.com](mailto:BGreenaway@litigate.com)>; Keely Kinley <[kinley@litigate.com](mailto:kinley@litigate.com)>; [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)

**Cc:** Thomas Gray <[GrayT@bennettjones.com](mailto:GrayT@bennettjones.com)>

**Subject:** OTE Group | Court File No. CV-23-00693758-00CL | Motion returnable December 7, 2023

**EXTERNAL MESSAGE**

The Monitor is proposing the following timetable for steps leading to the December 7, 2023 hearing:

Friday November 17 – Responding Motion Records

Wednesday November 22 – Supplemental Monitor’s Report and Record (if any)

November 28 – December 1 – Rule 39.03 and Affiant Cross-Examinations

December 5 – Factums

December 7 -- Hearing

**Richard B. Swan**

*Partner and Department Co-Head, Litigation*, Bennett Jones LLP  
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4  
T. [416 777 7479](tel:4167777479) | F. [416 863 1716](tel:4168631716)

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



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This is Exhibit "F" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

---

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

**BONNIE GREENAWAY**

**From:** [Glenn Page](#)  
**To:** [Lou Cerruti](#)  
**Cc:** [Nick Capretta](#); [Scott Hill](#); [Miles Home](#)  
**Subject:** Re: Blending facility Approval to Proceed  
**Date:** Wednesday, May 9, 2018 10:44:03 AM

---

Lou

Thanks for the email .... as a board member of OTE I need your approval to proceed.

I will be asking our Claybar representative for an official project scope and contract ...

Glenn Page  
President  
Original Traders Energy LP  
[glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)  
[www.originaltradersenergy.com](http://www.originaltradersenergy.com)

On May 9, 2018, at 10:40 AM, Lou Cerruti <[lcerruti@claybar.ca](mailto:lcerruti@claybar.ca)> wrote:

Thanks Glenn. Yes of course approved as this is the plan and its coming together. Nick brought me up to speed yesterday. Brian has been working on the blend skid/pump package and has another meeting with a supplier today. Yesterday's meeting went really well for him and he was very excited about their product.

If we are ready our first step will be to confirm the facility layout with all stakeholders, and then get the tanks on order. We also have to confirm what type of hydro service can be brought to site.

Regards,  
Lou Cerruti  
**Claybar Contracting Inc.**  
[424 MacNab St](#)  
[Dundas, ON L9H 2L3](#)  
P – [866-801-9305](tel:866-801-9305) x.132  
F – [905-628-3648](tel:905-628-3648)  
C – 905-572-0029  
E – [Lcerruti@claybar.ca](mailto:Lcerruti@claybar.ca)  
W – [www.claybar.ca](http://www.claybar.ca)

On May 9, 2018, at 10:16 AM, Glenn Page  
<[glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)> wrote:

Guys

0092

Here is an update to the actions and follow up of our last meeting....

We have secured two additional customers and deliveries begin tomorrow..... this doubles our daily volume and we expect KT or another Six Nations Dealer onboard in the next two weeks.

We have received the bond approval for \$1.5 million

A new note that is also important to know ..... we have discovered that we are sitting on approximately 43 days of Government Tax money on an ongoing basis ... Nick can explain to you Lou what we discovered.

What does this mean .... we will have a rolling \$2 million float in our bank account to fund projects using government tax money!!!!

So we do not need to inject funds!

With all this good news I would like to get the blending project underway.

Can you please acknowledge thru email your approval to proceed with contracting Claybar as the Project Contractor for the new OTE Blending Centre on Indian Line Rd Wilsonville, ON

Glenn Page  
President  
Original Traders Energy LP  
[glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)  
[www.originaltradersenergy.com](http://www.originaltradersenergy.com)

This is Exhibit "G" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

---

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

**BONNIE GREENAWAY**

0094

**From:** [Glenn Page](#)  
**To:** [Nick Capretta](#)  
**Subject:** Help on a few issues  
**Date:** Friday, May 18, 2018 7:49:22 AM

---

Nick

As we head toward blending I think we need to start to look at a more robust ERP / Finance System. Quickbooks won't cut it.... any thoughts?

If we get this out of the way it will help us when we get to the search process for the Accounting Manager ....

Glenn Page  
President  
Original Traders Energy LP  
[glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)  
[www.originaltradersenergy.com](http://www.originaltradersenergy.com)

This is Exhibit “H” referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

---

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

**BONNIE GREENAWAY**

0096

**From:** [Glenn Page <glenn.page@originaltradersenergy.com>](mailto:glenn.page@originaltradersenergy.com)  
**To:** [Nick Capretta](#); ["Brian de Nobriga"](#); [Scott Hill](#); ["Miles Hill"](#)  
**Subject:** Mandy Work Plan  
**Attachments:** [Mandy Work Plan.docx](#)

---

Gentlemen

Attached is the work plan, I have reviewed it with Scott so I am moving forward based on his verbal approval during our discussion at the office.

I will be will be writing something up and presenting it to Mandy as an offer to contract.

Glenn

**Mandy's Work Plan April to August 2019**

Balance of March will be transitioning Loyalty Points program and Setting up Octane 93, New Customer setup on Bookworks, Payroll, setting up RBC authorities for others and setting up reports plus supporting functions that will end up with me eventually.

We will be paying her through regular payroll

April 1 to April 15 Mandy will begin billing as a contractor at approximately 28 hrs doing the following

- Bookworks support
- RBC Wires, Transfers and payments so all I have to do is review and pay based on Mandy and Paula's direction
- Payroll
- Loyalty Points systems setup .... Systems stuff only!
- Bookworks management reporting that I would like to get out all of you .... Dashboard

April 16 to April 30 Mandy will begin billing as a contractor at approximately 18 hrs doing the following

- Bookworks support
- RBC Wires, Transfers and payments so all I have to do is review and pay based on Mandy and Paula's direction
- Payroll
- Loyalty Points systems setup should be complete
- Dashboard completion
- Start to teach Nick Bookworks in Dundas

May 1 to May 15 Mandy will begin billing as a contractor at approximately 12 hrs doing the following

- Bookworks support
- RBC Wires, Transfers and payments so all I have to do is review and pay based on Mandy and Paula's direction
- Payroll
- Dashboard will be done
- Nick's Training should be done in this period

May 15 to June 15 Mandy will begin billing as a contractor at approximately 10 hrs doing the following

- Bookworks support
- RBC Wires, Transfers and payments so all I have to do is review and pay based on Mandy and Paula's direction
- Payroll

After this period I expect us to have RBC sorted out and Paula or Scott or Someone doing the data work on the RBC account and Payroll moved out so Mandy will go to a variable rate billing on an as required basis like we have with IT Support through Mark.



This is Exhibit "I" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**BONNIE GREENAWAY**

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made the 1<sup>st</sup> day of August, 2019.

**BETWEEN:**

**CCD INVESTMENTS INC.**

a corporation incorporated pursuant to  
the laws of the Province of Ontario

(hereinafter referred to as "CCD")

- and -

**ORIGINAL TRADERS ENERGY LIMITED PARTNERSHIP**

a limited partnership registered under the  
Business Names Act pursuant to the  
laws of the Province of Ontario

(hereinafter referred to as "OTE")

**WHEREAS** OTE is desirous of engaging CCD formally to provide certain services to OTE as described herein and CCD is agreeable to being engaged by OTE to provide certain services, upon the terms and conditions contained herein;

**NOW THEREFORE** in consideration of the mutual covenants of the parties contained herein, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

**1. DESCRIPTION OF SERVICES AND ENGAGEMENT**

- 1.1 The services to be provided by CCD shall consist of all those services as set out on Schedule A attached hereto (the "Services"), and such further and other services as the parties may mutually agree upon from time to time.
- 1.2 OTE hereby engages CCD to provide the Services, and CCD hereby agrees to provide the Services to OTE, for the fees and upon the terms and conditions contained herein.

**2. FEES AND INVOICING**

- 2.1 In exchange for the provision of the Services, OTE agrees to pay CCD those fees as set out on Schedule B attached hereto (the "Fees").
- 2.2 CCD shall render invoices for the Fees as specified on Schedule B attached hereto (an "Invoice" or "Invoices").
- 2.3 All Invoices shall include an itemization of any disbursements or other flow-through costs that are permitted and charged thereon, shall include HST where applicable, and shall be submitted to OTE electronically.

- 2.4 OTE will pay the undisputed portion of CCD's Invoices within a maximum time of thirty (30) days of the delivery of same.

### **3. TERM**

- 3.1 CCD's engagement pursuant to the terms of this agreement shall commence on August 1, 2019 and shall continue for an unspecified period, until terminated in accordance with the provisions of Article 7 (the "Term").
- 3.2 The Services shall be provided on an ongoing, as needed basis, for as long as CCD wishes to continue the relationship as herein constituted.
- 3.3 CCD is to provide all of the necessary equipment for the delivery of the Services and such equipment shall remain the property of CCD.
- 3.4 CCD shall set its own working hours and/or schedule for the delivery of the Services, provided same is agreeable to OTE.
- 3.5 OTE shall provide CCD with access to OTE's data, books, records and, personnel as may be related/required for the delivery of the Services.
- 3.6 During the Term, CCD may be retained by other clients, provided that such engagements do not affect CCD's ability to provide the Services herein to OTE.

### **4. CCD'S OBLIGATIONS**

- 4.1 CCD covenants and agrees that it shall provide the Services in a good and workmanlike manner, using all required skill and diligence in the performance of the Services, as would a prudent person providing the same or similar services. CCD will ensure that only employees, contractors or consultants that are duly qualified to perform any particular component of the Services will be so involved in the provision of Services.
- 4.2 Where CCD intends to use an outside contractor or consultant for the provision of any component of the Services, CCD shall remain solely responsible to OTE for the performance of the Services and the delivery of any reports, drawings or other work product associated with the Services (the "Deliverables"), as such Deliverables may be specified on Schedule A attached hereto.
- 4.3 CCD shall be solely responsible for the hiring or engagement, training, and payment of its employees and any contractors or consultants that are in any way involved in the provision of Services, including the withholding and remittance or payment of all amounts required for employee income taxes, employment insurance premiums, Canada Pension Plan contributions, WSIB, and Employer Health Tax, to the extent that any of same are applicable.
- 4.4 CCD shall be responsible for remitting any required HST to the Receiver General for Canada, as and when required by the *Excise Tax Act* (Canada), and covenants and agrees to indemnify OTE in respect of same.

## 5. CONFIDENTIALITY

- 5.1 CCD acknowledges and agrees that in the course of providing Services to OTE, CCD, along with its employees, contractors, and consultants (collectively in this Article referred to as "CCD Personnel") may obtain, gain access to, be exposed to, or otherwise be provided with confidential information regarding the business and affairs of OTE, its clients, customers, and affiliates, in one or more forms or medium, including without limitation written, oral, printed, electronic and/or digital (in all cases, "Confidential Information").
- 5.2 CCD covenants and agrees to take all reasonable precautions to ensure that all CCD Personnel shall maintain the confidentiality of any Confidential Information, shall not disclose the Confidential Information to any person unless required in connection with the provision of the Services, shall not make use of the Confidential Information for their own purposes, and shall return any Confidential Information to CCD upon completion of the Services, termination of employment or engagement, or upon request by OTE or CCD.
- 5.3 The term Confidential Information will not, however, include information that (i) was or becomes publicly available other than as a result of a disclosure directly or indirectly by CCD or CCD Personnel in violation of this Agreement (as defined below), (ii) becomes available to CCD on a non-confidential basis from a source (other than OTE and any of its representatives) (iii) was already in CCD's or CCD Personnel's possession prior to receiving such information from a source not known by CCD or CCD Personnel, after reasonable inquiry, to be prohibited from disclosing such information to CCD or CCD Personnel by a legal, contractual or fiduciary obligation, (iv) was or is developed independently by CCD or CCD Personnel without the use of Confidential Information or (v) is available in the public domain.

## 6. OTE'S OBLIGATIONS

- 6.1 OTE covenants and agrees to pay the undisputed portion of CCD's Invoices, within the time prescribed in Section 2.4 above. In the event of any dispute, OTE will promptly notify CCD of the details of the dispute and the parties will work diligently to resolve same.
- 6.2 OTE covenants and agrees to provide CCD with all relevant information required (whether considered Confidential Information or not), as may be requested or required by CCD, or as may otherwise be contemplated by the scope of the Services, at no charge to CCD, in order to permit CCD to perform the Services in a timely manner.

## 7. TERMINATION

- 7.1 Only CCD may terminate this agreement, for any reason, upon providing not less than sixty (60) days written notice of such intention, to the other party. For clarity, OTE may not terminate this agreement, except as set out in Section 7.2 herein or upon OTE ceasing business operations in its entirety.
- 7.2 Either party may terminate this agreement for cause, if the other party is in default of any material provision of this agreement (a "Default"), upon written notice to the other party specifying the alleged Default and providing a minimum period of fifteen (15) days to remedy the Default.

- 7.3 If the Default has not been remedied within the notice period given, or such longer period of time as may be reasonably required to remedy such Default given the nature of the Default, then upon the expiry of such notice period (or extended period as aforesaid), this agreement shall be and become terminated effective the day after the expiry of the notice.
- 7.4 Upon the termination of this agreement, CCD shall upon payment for services rendered, return to OTE any and all property of OTE then in its possession or in the possession of any CCD Personnel, including without limitation any Confidential Information, in all forms and medium whatsoever.
- 7.5 Upon the termination of this agreement by either party for any reason, OTE shall only be responsible for the payment to CCD of any Fees earned up to the effective date of termination. This shall include any Services in progress at the time of termination but where delivery has not been completed, and any validly incurred expenses, but subject to any right of set-off for any valid claims by OTE and subject to the satisfactory return of all OTE property, as provided above.
- 7.6 No termination of this agreement, whether for cause or not, shall affect the rights of either party hereunder in respect of the provisions of Article 2, Sections 4.3 and 4.4, Article 5, Section 6.1, Sections 7.4 and 7.5, Article 8, and Article 9, all of which provisions shall remain in force and effect.

## **8. INDEMNIFICATION**

- 8.1 CCD covenants and agrees to indemnify and save OTE harmless from and against any costs, losses, expenses, or damages incurred by OTE as a result of any breach of any covenant or obligation herein contained on the part of CCD. CCD's maximum liability hereunder, however, shall be restricted to a maximum of the amount of Fees earned by CCD pursuant to this agreement. CCD shall not be responsible for any indirect or consequential damages or loss of profit.
- 8.2 OTE covenants and agrees to indemnify and save CCD harmless from and against any costs, losses, expenses, or damages incurred by CCD as a result of any breach of any covenant or obligation herein contained on the part of OTE. OTE shall not be responsible for any indirect or consequential damages or loss of profit.
- 8.3 In the event that either party (the "Indemnified") seeks indemnification from the other party (the "Indemnifier") in respect of a demand or claim made or commenced against the Indemnified by a third party (a "Claim"), then the Indemnified shall promptly notify the Indemnifier of the Claim and allow the Indemnifier the opportunity to settle, negotiate, compromise or defend the Claim on behalf of the Indemnified (but at the complete cost of the Indemnifier), and if the Indemnifier fails or refuses to defend the Claim upon being provided with notice, then the Indemnified may do so at its own cost and expense and claim all such costs and expenses against the Indemnifier.

## **9. REMEDIES**

- 9.1 Notwithstanding any other remedy or remedies available to OTE pursuant to this agreement or pursuant to any statute, common law, or equitable principal of law, in the event that CCD or any CCD Personnel has breached or threatens to breach any of the provisions of Article 5, then OTE shall be entitled to obtain a mandatory order or injunction

restraining CCD and/or the relevant CCD Personnel from engaging in or continuing any conduct that caused or threatens to cause the breach of such Article(s) ("Injunctive Relief").

- 9.2 If Injunctive Relief is sought by OTE, CCD herein agrees for itself and on behalf of any CCD Personnel to the granting of same against him/it/them by a Court of competent jurisdiction, without the necessity of proving irreparable harm or damages (as irreparable harm and resulting damages are presumed consequences) and acknowledge that same is reasonably necessary for the protection of the interests of OTE. Notwithstanding that OTE shall not be required to prove irreparable harm, OTE will still be required to prove any damages claimed.

## 10. OTHER PROVISIONS

- 10.1 Any notice required or permitted to be given pursuant to this agreement may be validly given if made in writing and sent to the party to which such notice applies by personal delivery, or by registered mail or courier with signed receipt requested, or by facsimile or email with a copy sent by regular postage pre-paid mail, at the following addresses:

To CCD:

Attention: Nick Capretta  
 CCD Investments Inc.  
 424 MacNab St.  
 Dundas, ON L9H 2L3

Email: [ncapretta@claybar.ca](mailto:ncapretta@claybar.ca)

To OTE:

Attention: Glenn Page  
 Original Traders Energy LP  
 7331 Indian Line Road  
 Wilsonville, Ontario N0E 1Z0

Email: [glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)

- 10.2 This agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.
- 10.3 This agreement shall be binding on and inure to the benefit of the parties and their respective affiliates, successors and assigns.
- 10.4 Should any provision of this agreement be found to be unreasonable or unenforceable by a Court of competent jurisdiction, then such provision shall be severable from this agreement, such that the enforceability of the remainder of this agreement shall not be affected.
- 10.5 This agreement may only be amended, varied, or modified by further instrument or agreement made in writing and signed by all of the parties affected by such amendment, variation, or modification.
- 10.6 This agreement and the schedules attached hereto represent the entire agreement between the parties in respect of the subject matter hereof, and supersedes all prior negotiations and discussions. There are no oral, verbal, or collateral terms, conditions, representations, warranties, or obligations of any party not set forth herein.
- 10.7 This agreement may be executed and/or delivered by the parties electronically, in counterparts. Any such electronic signatures and/or electronic delivery shall be just as valid and binding on the party as though executed and delivered originally, and all such



## SCHEDULE A

CCD'S SERVICES

The Services to be provided by CCD shall consist of the following along with such other services as the parties may mutually agree upon:

**Existing Blending Plant Facility:**

- Technical advisory role with respect to the ongoing blending plants equipment and physical operation
- Technical advisory role with respect to trucking, inventory runs, and fuel storage
- 24 hours on call technical services from CCD for emergency field technicians (warranty & non-warranty items)
- Access to CCD supply chain for parts and service
- Technical training for blending facility

**Accounting & Financial:**

- High level review of reports and financial statements.
- Negotiate and identify new contracts and manage existing contracts with financial institutions and strategic partners.
- Review of contracts, insurance policies and bonding facility agreements both current and future.
- IT Infrastructure services including remote and physical servers, software and hardware consultation and installation.

***NB:// CCD services shall not include any tax related advice or filing services of any kind or nature in any jurisdiction. This responsibility shall belong exclusively to OTE and OTE shall indemnify and hold CCD harmless from any tax matters pertaining to OTE except for the responsibility of CCD to remit HST for the Services rendered.***

**Development:**

- Provide strategic advice for environmental impacts on customer sites.
- Advice regarding expansion of customer base with respect to truck routes, fuel delivery times and inventory.

**SCHEDULE B**

**FEES FOR SERVICES**

CCD shall be paid the following fees (the "Fees"), plus applicable HST, for the performance of the Services:

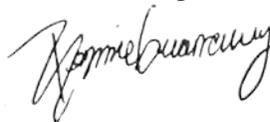
CCD shall be paid the minimum sum of \$90,000.00 per month no later than the 31<sup>st</sup> of every month for the provision of the Services for the prior month (the "Monthly Fee")

On or before the end of March, OTE shall provide Reviewed financial statements in accordance with GAAP to CCD reflecting the overall operating profit of OTE for the year.

If twenty percent (20%) of the overall operating profit for the year is higher than the aggregate of the Monthly Fee paid for the same year, OTE shall on or before April 30<sup>th</sup> pay to CCD the difference between twenty percent (20%) of the overall operating profit and the aggregate of the Monthly Fee paid, in certified funds.

CCD shall also be entitled to reimbursement for all out-of-pocket expenses that are pre-approved in writing by OTE and actually incurred by CCD, subject to submission of such expense reimbursement reports and receipts as may be required and specified from time to time by OTE.

This is Exhibit "J" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway". The signature is written in a cursive style with a large initial "B".

---

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

**BONNIE GREENAWAY**

November 14, 2023

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

**Via Email**

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

Dear Counsel:

**RE: 118 Main Street North**

As you know, we are the lawyers for Glenn Page and 2658658 Ontario Inc. This letter is sent jointly on behalf of Mandy Cox, who is represented by Goldblatt Partners LLP. We write with respect to paragraph 3 of Justice Kimmel’s Endorsement dated November 10, 2023 (the “**Endorsement**”).

Our clients have conducted further investigation into the \$3,000,000 charge identified in the parcel for 118 Main Street North in favour of the Bank of Nova Scotia (“**Scotia Loan**”). They have confirmed that the Scotia Loan is comprised of a mortgage (with a limit of \$479,480.54), a personal line of credit (with a limit of \$1,269,600.00) and a Visa credit card (with a limit of \$100,000) in the aggregate amount of \$1,849,080.54.

As you know, the *Mareva* motion was brought on very short notice. At the time of the hearing before Justice Kimmel on November 10, 2023, the above investigation regarding the charge was still pending. The Endorsement refers only to the line of credit in paragraph 3 as that was the information available at the time.

Pursuant to the Endorsement, except for an interest charge on November 9, 2023, our clients have advised that the line of credit has not been drawn upon since November 8, 2023. Attached is the most recent ScotiaLine Personal Line of Credit statement for the period ending November 9, 2023. Our clients will provide an updated statement for the following period once it is available.

Out of an abundance of caution, however, we note that our clients have and continue to intend to use their Visa credit card. Given that our clients rely on and require use of this VISA credit card for personal and business matters, we assume that the Monitor has no

objection to the use of the card in the ordinary course. Attached is a redacted credit card statement history as of November 8, 2023.

Yours truly,



Monique Jilesen

- c. Jonathan Chen, Bonnie Greenaway, Keely Kinley - Lenczner Slaght LLP  
Jessica Orkin, Natai Shelsen – Goldblatt Partners LLP



Scotiabank Passport Visa Infinite card - 4537472841805018



Credit limit: \$100,000.00    Current balance: \$32,427.55    Pending transaction: \$14,180.23    Available credit: \$53,392.22

Statement balance:	\$28,444.36	Payment due date:	November 6, 2023
Last payment:	\$50,000.00 (November 7, 2023)	Current minimum payment:	\$10.00
Creditor insurance:	Uninsured	Overdue amount:	\$0.00
Statement delivery:	Paperless	Overlimit amount:	\$0.00
		Total minimum payment:	\$0.00

[Learn More about your card's benefits](#)

Your Rewards



829,586 points  
Membership # 6046464576158480

[View Scene+ rewards >](#)

Pending Transactions			
Date	Transaction description	Debits\$	Credits\$
Nov. 13, 2023	407-ETR-WEB 4537472841805018	51.75	
Nov. 13, 2023	407-ETR-WEB 4537472841805018	368.76	
Nov. 12, 2023	PROTEIN WORKS 4537472841805067	366.71	
Nov. 12, 2023	Amazon.ca 4537472841805067	30.45	
Nov. 12, 2023	Amazon.ca 4537472841805067	440.67	
Nov. 12, 2023	Amazon.ca 4537472841805067	440.67	
Nov. 12, 2023	ESSO CIRCLE K 4537472841805067	118.34	
Nov. 12, 2023	FORTINOS (WATERDOWN 2019) 4537472841805067	354.16	
Nov. 11, 2023	CRATE&BARREL/CB2 5914 4537472841805067	2,777.5	4



0113

Statement Period Oct 13, 2023 - Nov 9, 2023  
 Statement date Nov 9, 2023  
 Account # 4538 161 805 721  
 Page 1 of 2



3505 UPPER MIDDLE ROAD  
 BURLINGTON, ON L7M 4C6

## ScotiaLine® Personal Line of Credit

SBVREP\_10100\_D23313\_A E S 95802

MR GLENN D PAGE  
 MRS MANDY M COX  
 118 MAIN STREET N  
 WATERDOWN, ON LOR 2H0

### If you have any questions about this statement, call us at:

1-800-387-6508 / 416-288-8035  
 TTY Service 1-800-645-0288

<b>Payment due date</b>	<b>Dec 5, 2023</b>
<b>Total minimum payment</b>	<b>\$7,414.01</b>

Current minimum payment	\$7,414.01
-------------------------	------------

Previous balance, Oct 12/23	\$1,253,441.28
Total interest	+ \$7,414.01
Total payments/credits	- \$8,000.00
Total debits	+ \$10,000.00

<b>New balance</b>	<b>= \$1,262,855.29</b>
--------------------	-------------------------

Credit limit	\$1,269,600.00
Credit available	\$6,744.00

### Borrowers on this account;

MR GLENN D PAGE, MRS MANDY M COX

This statement covers transactions posted to your account during the Statement Period.

### Transactions since your last statement

REF.#	TRANS. DATE	POST DATE	DETAILS	AMOUNT(\$)
001	Oct 14	Oct 16	MB - CASH ADVANCE TO - *****06*99 24	10,000.00
002	Oct 30	Oct 30	MB-CREDIT CARD/LOC PAY. FROM - *****07* 6885	8,000.00-
003	Nov 9	Nov 9	INTEREST CHARGES-CASH	7,414.01

### Interest Information

Annual interest rate(s) for the statement period:  
 Oct 13 - Nov 9 7.70%  
**On July 13, 2023, the Scotiabank Prime Rate increased by 0.25%.**

### Interest charges posted on statement date

Cash advances/cheques/ purchases	\$7,414.01
Special rate offers	\$0.00

As per your instructions, your payment due (minimum or full balance) will be automatically debited from your designated account if funds are available.

All automated payments made from a non-Scotiabank account may be held by us and not available to use on the account for 5 business days.

For more info about pre-authorized payments, visit [scotiabank.com/terms/PAD](http://scotiabank.com/terms/PAD).

You are a valued customer and we appreciate your business. You have selected Scotia Total Equity Plan Automatic Credit Limit Increase on this account and we are pleased to inform you that we have increased your credit limit. Your new credit limit is shown on this statement.

**ScotiaLine Personal Line of Credit**

**INFORMATION ABOUT YOUR SCOTIABANK STATEMENT**

**Review your statement carefully:** If you believe there is an error, contact us through any branch or at any number listed on this statement **within 15 days** of your statement date. Otherwise it is considered correct (except any item or credit posted in error).

**Other Important Information:** This statement is a summary only. Review the Agreements that apply to your Account including: the Credit Agreement (if you entered into one when you applied), your Personal Credit Agreement Booklet (if you received one), the Revolving Credit Agreement (received with your Card) and the Disclosure Statement or other disclosures we send you (all the "Account Agreements") for more details about this Account.

**1. PAYMENTS:** The TOTAL MINIMUM PAYMENT on this statement includes your minimum payment and any amount(s) shown as overdue or overlimit. Overdue or overlimit amount(s) must be paid in full. We must receive your minimum payment by the PAYMENT DUE DATE shown on your statement. Your payment options are shown below.

If your Account goes into default and we demand the balance in full, we will no longer send statements. However, we will continue to charge interest on your Account.

We reserve the right to hold funds until your payment has cleared. This may temporarily affect your available credit.

Please refer to your Account Agreements for information about the minimum payment or how your payments are applied to your Account.

**2. INTEREST CHARGES:** We calculate interest on the portion of your debt to which interest applies using the annual interest rate(s) shown on the front of your statement, or which we have notified you of separately.

For Scotiabank Visa credit card accounts, we will not charge interest on any new purchases and interest-bearing fees (annual fees, dishonoured payment fee, dishonoured Scotia Credit Card Cheque fees, replacement fees and overlimit fees) if we receive payment, by the PAYMENT DUE DATE, of the entire balance on the statement on which they first appear. If your current balance on this statement is not paid in full, we will charge interest on all new purchases and interest-bearing fees from their transaction date to the date they are paid in full. Note that purchases made with your ScotiaLine access card are treated as advances.

Interest is charged and is payable on each cash advance, balance transfer, Scotia® Credit Card Cheque and cash-like transaction on a Scotiabank credit card and all advances on a line of credit from the transaction date shown on the statement to the date it is repaid in full. **There is no interest-free grace period for cash advances, balance transfers, Scotia Credit Card Cheques and cash-like transactions on a credit card or advances on a line of credit.**

We calculate interest on your debt daily but we only add it to your debt once a month on each statement. We calculate the amount of daily interest by adding any new transactions (including new advances) and subtracting any payments and then multiplying the unpaid balance of the debt on which interest is payable by the annual interest rate then dividing by 365 or 366 in a leap year. Interest is charged on a leap day in a leap year. Any unpaid interest on your current statement is added to the balance on your next statement. **However, we do not charge interest on interest.**

Interest is charged at the rate(s) applicable under the Account Agreements both before and after the final payment date, maturity, default and judgment, until the account has been paid off in full.

Interest appearing on this statement is calculated only to the statement date. We will continue to charge interest on the amounts you owe until we receive payment in full. This interest will be reflected on your next statement. To pay off the full amount you owe and stop interest from accruing, ask your branch for your payout balance and pay that amount at the branch the same day. This figure may not include insurance premiums and/or transactions not posted to your Account.

**3. INTEREST RATE CHANGES:** We will tell you the applicable interest rates on your Account. We may change these rates from time to time as described in our Account Agreements and as permitted by applicable law. For variable interest rate accounts, interest is composed of two factors: our prime rate and an adjustment factor. We will change our prime rate from time to time and will post a notice of this in our branches. We may also change the adjustment factor, but we will give you prior notice with the effective date of the change.

**4. TRANSACTION & POSTING DATES:** These dates are shown next to each transaction on your statement; "TRANS DATE" is the date the transaction occurred; and "POST DATE" is the date the transaction is applied (posted) to your Account.

**5. TRANSACTIONS IN FOREIGN CURRENCY:** See the section "Dealing with transactions in a foreign currency" in your Revolving Credit Agreement for full details about Transactions in a Foreign Currency and your Disclosure Statement or other disclosures for any foreign currency conversion mark-up(s) that may apply.

**For Scotiabank U.S. Dollar Visa credit card accounts:** Transactions in a currency other than U.S. dollars are charged or credited to your Account in U.S. dollars.

**For other Scotiabank Visa credit card accounts and ScotiaLine access cards:** Transactions in a foreign currency are charged or credited to your Account in Canadian dollars. The exchange rate is determined by Visa Inc. on our behalf on the date that the Transaction is settled with Visa Inc. This exchange rate may be different from the rate in effect on the transaction date. When the Transaction is posted to your Account, in addition to the exchange rate, you may be charged a foreign currency conversion mark-up for each transaction. The mark-up is disclosed in your Disclosure Statement and applies to both debit and credit transactions.

**For Scotiabank Visa credit card payments and Scotia Credit Card Cheques:** The exchange rate will be the posted rate charged to customers at any of our branches on the date the Transaction occurs. For any reversal of these Transactions, the exchange rate will be determined in the same manner as of the date the Transaction is reversed. The Bank's exchange rate may not be the same rate as the exchange rate set by Visa Inc.

**For Scotia Line of Credit accounts:** Foreign currency transactions are not permitted, except when using a ScotiaLine access card.

**6. HOW TO CONTACT US OR TO REPORT A LOST OR STOLEN CARD, PIN OR UNAUTHORIZED USE.** If your Card, (including a Cheque), PIN or Password is LOST OR STOLEN or you suspect UNAUTHORIZED USE of your Card, PIN, Password or Account please contact us IMMEDIATELY at any of these numbers:

- Toronto area 416-288-1440
- All other area codes within Canada 1-800-387-6466
- Outside Canada (Collect) 416-288-1440

When you tell us that a Card, PIN or Password was lost or stolen, we will block the Account to prevent unauthorized use. As such, you will not be liable for any transactions made on the Account that occur after you tell us that a Card, PIN or Password was lost or stolen because we will consider that unauthorized use. Review your Account Agreements to learn more about how you can avoid unauthorized use on your Account.

If you have general questions about your statement or your Account, you can write to us at:

Scotiabank Contact Centres, P. O. Box 4100, Postal Station "A" Toronto, Ontario M5W 1T1

**7. PAYMENT OPTIONS:**

- Option 1: Pay your Account at:
  - Scotia OnLine® Financial Services: [www.scotiaonline.scotiabank.com](http://www.scotiaonline.scotiabank.com)
  - Scotiabank ABM in Canada (except Scotiabank U.S. Dollar VISA card)
  - TeleScotia® automated telephone banking at 1-800-267-1234
- Option 2: At any Scotiabank branch in Canada.
- Option 3: Use the branch, ABM, telephone or mobile and online banking services of any other financial institution in Canada.
- Option 4: By mail to the address shown above. Make your payment payable to Scotiabank. Complete and return the payment slip attached to your statement (if applicable) along with your payment.

PLEASE WRITE YOUR ACCOUNT NUMBER ON THE FRONT OF YOUR CHEQUE OR MONEY ORDER (payable to Scotiabank).

*For Options 3 or 4: Please allow time for your payment to reach us so that we have time to process it and apply it to your Account.*

**8. \*\*\* ESTIMATE OF THE TIME IT WILL TAKE TO PAY THE OUTSTANDING BALANCE FOR CREDIT CARD ACCOUNTS:** This calculation is approximate and for informational purposes only. The calculation assumes: (i) the outstanding balance on this statement is rounded up to the nearest \$100; (ii) the first minimum payment is the amount shown in the TOTAL MINIMUM PAYMENT box, including any overlimit or overdue amount; (iii) each subsequent minimum payment is based on a declining balance and a declining minimum payment; (iv) each minimum payment will be received by us on its corresponding payment due date; (v) monthly interest is added to the Account using a constant interest rate equal to the current Preferred Rate for purchases, except that the higher Standard Rate for purchases is used if that rate is currently applicable to your Account; and (vi) monthly interest is calculated by multiplying the entire projected outstanding balance for each statement period by the annual interest rate(s), then dividing by 360, and then multiplying by 30. The actual time to pay your outstanding balance will depend on various factors including actual interest rate(s) that apply and amounts, timing and payment application, the nature of any transactions and any applicable grace periods.

®/™ Registered trademarks or trademarks of The Bank of Nova Scotia. \*Visa Int./Lic. User. All other marks are the respective property of their owners.

This is Exhibit "K" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 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**

COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE dated this 1st day of October, 2023

BETWEEN:

Brian J. Page  
(the "Sublandlord")

OF THE FIRST PART

- AND -

Glenn D. Page  
(the "Subtenant")

OF THE SECOND PART

Background

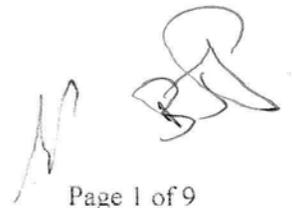
- A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.
- B. The master lease (the "Master Lease") is dated March 14, 2023 and is between Anna Marie Veckie (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): [REDACTED]
- C. The Subtenant is willing to undertake certain obligations of the Master Lease.

IN CONSIDERATION OF the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Subleased Premises

- 1. The Sublandlord leases to the Subtenant all of the Premises (the "Subleased Premises").

Term



Page 1 of 9

2. The term (the "Term") of this Sublease commences at 12:00 noon on October 1, 2023 and ends at 12:00 noon on September 30, 2024.
3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

**Rent And Utilities**

4. The amount of rent and the conditions of payment are the same as under the Master Lease. For greater clarity monthly rent shall be \$3,372.00 per month payable on the first day of the month.
5. All utilities including cable internet are included in the Gross Rent in item 4 above.
6. The Subtenant will deliver or send the rent to the Sublandlord at [REDACTED] [REDACTED] or shall electronically tender funds to the Sublessor to an account specified by the Sublessor.

**Use of Subleased Premises**

7. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.

**Utilities**

8. All payments for utilities will be paid for by the Sublessor.

**Maintenance and Repairs**

9. The Subtenant agrees to surrender and deliver to the Sublandlord the Subleased Premises and all furniture and decorations within the Subleased Premises in as good a condition as they were at the beginning of the Term, reasonable wear and tear excepted. The Subtenant will be liable to the Sublandlord and the Landlord for any damages occurring to the Subleased Premises or the contents of the Subleased Premises or to the building which are done by the Subtenant or the Subtenant's guests.

10. The Subtenant will immediately report all general maintenance issues and needed repairs to the Sublandlord and the Landlord.

### Damage Deposit

11. The Subtenant agrees to pay to the Sublandlord a deposit of \$3,372.00 (the "Deposit") to cover damages and cleaning. The Sublandlord agrees that if the Subleased Premises and the contents in the Subleased Premises are returned to the Sublandlord in the same condition as when received by the Subtenant, reasonable wear and tear excepted, the Sublandlord will refund to the Subtenant the Deposit, or the amount remaining, at the end of the Term, or within 30 days thereafter. Any reason for retaining a portion of the Deposit will be explained in writing within 30 days to the Subtenant.

### Alterations and Improvements

12. The Subtenant will have the same right to make such alterations and improvements to the Subleased Premises as the Sublandlord is allowed provided the Subtenant gets the prior written consent of both the Landlord and the Sublandlord.
13. Any alterations and improvements must comply with all applicable construction laws and regulations regarding property improvements.
14. The Subtenant will ensure that the Subleased Premises remain free and clear of any and all liens arising out of the work performed or materials used in making such improvements to the Subleased Premises.

### Taxes

15. The Subtenant will pay any privilege, excise and other taxes duly assessed against the business of the Subtenant, the Subleased Premises and any personal property on or about the Subleased Premises. The Subtenant will avoid the assessment of any late fees or penalties.

### Event of Default

16. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:

- a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any.
- b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.
- c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
- d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
- e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.
- f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.
- g. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, wilful act, or that of the Subtenant's employee, family, agent, or guest.
- h. Any other event of default provided in the Master Lease or the Act.

### Remedies

17. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:

- a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.
- b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform. The Sublandlord may seek redress from the Subtenant for such performance.

c. The Sublandlord may reenter the Subleased Premises or any part of the Subleased Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained within the Subleased Premises.

d. Any other remedy provided in the Master Lease or the Act.

18. No reference to or exercise of any specific right or remedy by the Sublandlord will prejudice or preclude the Sublandlord from any other remedy whether allowed at law or in equity or expressly provided for in this Sublease or the Master Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Sublandlord may from time to time exercise any one or more of such remedies independently or in combination.

19. Upon the expiration, termination or cancellation of the Master Lease or this Sublease, all obligations of the parties under this Sublease will be extinguished.

20. Any improvements remaining on the Subleased Premises upon termination will revert to the Sublandlord and will be free of any encumbrance at the time of such reversion.

**Surrender of Premises**

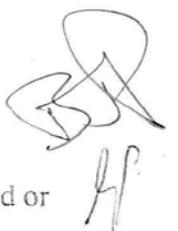
21. At the expiration of the Term of this Sublease, the Subtenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

**Governing Law**

22. It is the intention of the parties to this Sublease that the tenancy created by this Sublease and the performance under this Sublease, and all suits and special proceedings under this Sublease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

23. If there is a conflict between any provision of this Sublease and the applicable legislation of Ontario (the "Act"), the Act will prevail and such provisions of the Sublease will be amended or



deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease.

- 24. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Assignment and Subletting

- 25. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

Additional Provisions

- 26. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Notices

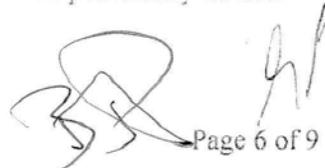
- 27. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address:

\_\_\_\_\_

- 28. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address:

\_\_\_\_\_

- 29. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the Canada Post corporation.



Page 6 of 9

Master Lease

30. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all applicable duties and obligations of the Sublandlord under the Master Lease from October 1, 2023 until the end of the Term of this Sublease.
31. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.
32. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing signed by all parties to this Sublease or their respective successors in interest.
33. This Sublease incorporates and is subject to the Master Lease, a copy of which has been or will be later provided to the Subtenant, and which is incorporated as if it were set out in this Sublease.

General Provisions

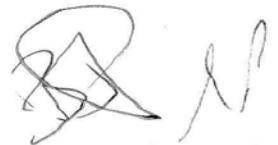
34. In the event of any legal action concerning this Sublease, the losing party will pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court and such judgment will be entered.
35. The Sublandlord may enter the Subleased Premises upon 24 hours' notice for any of the following reasons:
  - a. to inspect the Subleased Premises;
  - b. to maintain the Subleased Premises; or
  - c. to make repairs that the Sublandlord is obligated to perform.
36. This Sublease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Sublease. All covenants are to be construed as conditions of this Sublease.



Page 7 of 9

37. All sums payable by the Subtenant to the Sublandlord under any provision of this Sublease will be deemed to be Additional Rent and will be recovered by the Sublandlord as rental arrears.
38. Where there is more than one Subtenant executing this Sublease, all Subtenants are jointly and severally liable for each other's acts, omissions and liabilities under this Sublease.
39. The Subtenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Subtenant's financial institution.
40. All schedules to this Sublease are incorporated into and form an integral part of this Sublease.
41. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Sublease. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.
42. This Sublease may be executed in counterparts.
43. Time is of the essence in this Sublease.
44. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.
45. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.
46. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.

**IN WITNESS WHEREOF** the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this 1st day of October, 2023.



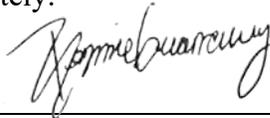
  
Witness

\_\_\_\_\_  
Witness

  
Brian J. Page

  
Glenn D. Page

This is Exhibit "L" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**BONNIE GREENAWAY**

# 0126

**From:** [Raj Sahni](mailto:Raj.Sahni)  
**To:** [Max.Starnino@paliarerland.com](mailto:Max.Starnino@paliarerland.com)  
**Cc:** [bkofman@ksvadvisory.com](mailto:bkofman@ksvadvisory.com); [pweinstein@ksvadvisory.com](mailto:pweinstein@ksvadvisory.com); [Monique Jilesen](mailto:Monique.Jilesen); [Jonathan Chen](mailto:Jonathan.Chen); [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com); [edmond.lamek@dlapiper.com](mailto:edmond.lamek@dlapiper.com); [joseph.berger@paliarerland.com](mailto:joseph.berger@paliarerland.com); [michelle.jackson@paliarerland.com](mailto:michelle.jackson@paliarerland.com); [pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca); [duncanlau@kpmg.ca](mailto:duncanlau@kpmg.ca); [tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca); [Richard Swan](mailto:Richard.Swan); [Thomas Gray](mailto:Thomas.Gray)  
**Subject:** RE: OTE LP; CCAA Plan Term Sheet [IWOV-PRiManage.FID390548]  
**Date:** Thursday, November 16, 2023 11:09:26 PM  
**Attachments:** [image003.png](#)  
[image001.png](#)  
[2023-10-20 OTE Bid Process - Non-Disclosure Agreement\\_executed.pdf](#)  
[Letter re OTE - Nov 2 2023.pdf](#)

---

## EXTERNAL MESSAGE

Max,

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

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

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



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

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

---

**From:** Max.Starnino@paliarerland.com <Max.Starnino@paliarerland.com>

**Sent:** Thursday, November 16, 2023 12:08 AM

**To:** Raj Sahni <SahniR@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>; pvaneyk@kpmg.ca; duncanlau@kpmg.ca; tahreemfatima@kpmg.ca

**Cc:** bkofman@ksvadvisory.com; pweinstein@ksvadvisory.com; mjilesen@litigate.com; jchen@litigate.com; jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com; edmond.lamek@dlapiper.com; joseph.berger@paliareroland.com; michelle.jackson@paliareroland.com

**Subject:** OTE LP; CCAA Plan Term Sheet [IWOV-PRiManage.FID390548]

Colleagues,

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

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

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

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

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

Although our client is not required to do so considering that the Plan is wholly independent of the Property included in the Bid Process, as a sign of good faith they are prepared to arrange for the Plan Sponsor to provide a deposit of CAD\$1 million to be held in Bennet Jones' trust account, subject to confirmation from Bennett Jones that it is prepared to hold the funds on the terms set forth in s. 4 of the Term Sheet. As a further gesture of good faith, they are prepared to provide this deposit on

these terms prior to meeting with creditors as indicated above. Please let us know if these terms are acceptable, and, if so, please provide us with wire instructions for Bennett Jones' trust account.

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

Thank you,



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

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This is Exhibit "M" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



---

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

**BONNIE GREENAWAY**

0130

**GLENN D. PAGE**

Phone:(905)334-2008 • E-Mail: [glenn@gpmcholdings.ca](mailto:glenn@gpmcholdings.ca)

---

**Senior Strategy Executive** with a proven track record in converting concepts, ideas or opportunities into successful startups. Recognized as the go to guy that “Gets things done” with a diverse experience in a variety of industries. A hands-on style with the ability to communicate and influence change from the boardroom to the operations floor while maintaining a consistently positive message. Achieves success through a strong focus on teamwork and communication.

**Core competencies include:**

- Governmental Programs Mgmt
  - New Tech Startup Strategies
  - Operations Technology Strategies
  - Lean Manufacturing Operations
  - Unionized Labour Change
  - Six Sigma Black Belt
  - Project Management
  - Change Management
- 

**CAREER SUMMARY**

**ORIGINAL TRADERS ENERGY LP.,** Caledonia, Ontario **Apr 2018 to Present**

**President**

Responsible for developing and driving the startup of Canada’s first Indigenous fuel producer. Developed sales strategy and environmental policies and procedures. Responsible for \$800 million-dollar annual revenue and 60 employees across Ontario. Provide \$6 Million in annual donations to First Nations Causes

**BURLOAK TECHNOLOGIES INC.,** Burlington, Ontario **Mar. 2017 to Dec 2019**

**Vice President and Board Member**

Responsible for developing and driving the business strategy and implementation of the business transformation from Tool and Die shop to a 3D printing operation  
Obtain \$27 million in government funding for the development of a Center of Excellence to lead Canada into 3D metal printed parts.  
Sold to Samuel Steel in 2020

**IMA ENTERPRISES INC.,** Burlington, Ontario **Mar. 2003 to Jun 2018**

**Founder and Senior Consultant**

Started up IMA Enterprises Inc. a consulting firm focused on business change projects for various clients in the business re-engineering arena. Responsibilities include business development and project management. Clients included:

- Burloak Technologies – 3D Metal Printing Technology Startup
- Ontario Power Generation – Regulator Compliance and Process
- M One Inc. – Business Start Up and Strategy Consulting
- Original Traders Energy – Oil and Gas startup
- Home Depot – Operational Change Strategies

**OTHER ROLES & RESPONSIBILITIES** **1998 to 2003**

- Bombardier Aerospace – Director After Market Support – Regional Jets
- GE Canada – Appliance Div. – Lean Manufacturing, Advanced Engineering & Six Sigma

This is Exhibit "N" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in cursive script, appearing to read "Bonnie Greenaway".

---

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

**BONNIE GREENAWAY**

0132

**From:** [Glenn Page](#)  
**To:** "[Nick Capretta](#)"; "[Heather Komadowski](#)"; "[Gene Pettinelli](#)"  
**Subject:** RE: OTE Financials  
**Date:** Friday, July 3, 2020 7:32:19 AM  
**Attachments:** [image003.jpg](#)  
[image001.jpg](#)

---

Gang

I asked ages ago for these to be sent so we can review and approve.... Why is this taking so long?

Glenn Page

President

Original Traders Energy LP

Phone: 519-512-2245

Cell: 905-334-2008

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



---

**From:** Nick Capretta <[ncapretta@claybar.ca](mailto:ncapretta@claybar.ca)>

**Sent:** July 2, 2020 2:18 PM

**To:** Heather Komadowski <[heatherk@petmas.ca](mailto:heatherk@petmas.ca)>; Gene Pettinelli <[genep@petmas.ca](mailto:genep@petmas.ca)>

**Subject:** RE: OTE Financials

**Importance:** High

Heather/Gene,

These financials have been requested by the bonding company, to put the final stamp on the new Blending plant out on the Shannonville reserve...and release about \$3m of Claybar dollars. I am sure you will hear from Glenn soon.

Are we still on pace to receive drafts tomorrow?

Regards,

**Nick A. Capretta**

**Claybar Contracting Inc.**

424 MacNab Street, Dundas, ON L9H 2L3

91 Melford Drive, Toronto, ON M1B 2G6

T - 905.627.8000

T - 866-801-9305

F - 905.628.3648

C - 905.981.6425

---

**From:** Heather Komadowski <[heatherk@petmas.ca](mailto:heatherk@petmas.ca)>

**Sent:** Friday, June 26, 2020 8:52 AM

**To:** Nick Capretta <[ncapretta@claybar.ca](mailto:ncapretta@claybar.ca)>; Gene Pettinelli <[genep@petmas.ca](mailto:genep@petmas.ca)>

**Subject:** RE: OTE Financials

Hi Nick,

I've got the file for review and we should be able to get you drafts next week.

Thanks!

Heather

**Heather Komadowski CPA, CA**

T 905 522 6555 ext. 247 F 905 522 6574 [heatherk@petmas.ca](mailto:heatherk@petmas.ca)

6th Floor, One James Street South, Hamilton ON L8P 4R5

[www.petmas.ca](http://www.petmas.ca)



---

**From:** Nick Capretta <[ncapretta@claybar.ca](mailto:ncapretta@claybar.ca)>

**Sent:** Friday, June 26, 2020 8:18 AM

**To:** Gene Pettinelli <[genep@petmas.ca](mailto:genep@petmas.ca)>

**Cc:** Heather Komadowski <[heatherk@petmas.ca](mailto:heatherk@petmas.ca)>

**Subject:** RE: OTE Financials

Okay – let me know if I can help. But I am pretty sure we need these soon as we are embarking on a new blending plant soon, and our partners will be requesting them.

Thanks Gene – keep me updated please.

Regards,

**Nick A. Capretta**

**Claybar Contracting Inc.**

424 MacNab Street, Dundas, ON L9H 2L3

91 Melford Drive, Toronto, ON M1B 2G6

T - 905.627.8000

T - 866-801-9305

F - 905.628.3648

C - 905.981.6425

---

**From:** Gene Pettinelli <[genep@petmas.ca](mailto:genep@petmas.ca)>

**Sent:** Friday, June 26, 2020 8:11 AM

**To:** Nick Capretta <[ncapretta@claybar.ca](mailto:ncapretta@claybar.ca)>

**Cc:** Heather Komadowski <[heatherk@petmas.ca](mailto:heatherk@petmas.ca)>

**Subject:** RE: OTE Financials

Good morning Nick

I will check with Heather when she gets in.

As I recall, there were some outstanding items yet to resolve.

**Gene Pettinelli, CPA, CA**

T 905 522 6555 ext. 1 F 905 522 6574 [genep@petmas.ca](mailto:genep@petmas.ca)

6th Floor, One James Street South, Hamilton ON L8P 4R5

[www.petmas.ca](http://www.petmas.ca)



---

**From:** Nick Capretta <[ncapretta@claybar.ca](mailto:ncapretta@claybar.ca)>

**Sent:** June 26, 2020 8:08 AM

**To:** Gene Pettinelli <[genep@petmas.ca](mailto:genep@petmas.ca)>

**Cc:** Heather Komadowski <[heatherk@petmas.ca](mailto:heatherk@petmas.ca)>

**Subject:** OTE Financials

**Importance:** High

Gene,

Are these complete yet?

Regards,

**Nick A. Capretta**

***Claybar Contracting Inc.***

***424 MacNab Street, Dundas, ON L9H 2L3***

***91 Melford Drive, Toronto, ON M1B 2G6***

*T - 905.627.8000*

*T - 866-801-9305*

*F - 905.628.3648*

*C - 905.981.6425*

This is Exhibit "O" referred to in the Affidavit of Glenn Page sworn by Glenn Page at the City of Toronto, in the Province of Ontario, before me on November 24, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, appearing to read "Bonnie Greenaway", written in a cursive style.

---

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

**BONNIE GREENAWAY**

**GEN7 FUEL MANAGEMENT SERVICES LP  
LIMITED PARTNERSHIP AGREEMENT**

Between

**2496750 Ontario INC.**

as General Partner

and

**MILES HILL**

as a Limited Partner

and

**SCOTT HILL**

as a Limited Partner

and

**GLENN PAGE**

as a Limited Partner

and

**EACH OTHER PERSON ADMITTED TO THE PARTNERSHIP AS A LIMITED PARTNER**

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**LIMITED PARTNERSHIP AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_ day of March, 2018

BETWEEN:

**2496750 Ontario INC.**, a corporation incorporated under the laws of the Province of Ontario, as the general partner of the Partnership (the "**General Partner**")

- and -

**MILES HILL**, an individual resident in the Province of Ontario and a status Indian for purposes of the Indian Act (Canada) and as recognized by the Federal Department of Indian and Northern Affairs, as a limited partner of the Partnership (a "**Limited Partner**")

- and -

**SCOTT HILL**, an individual resident in the Province of Ontario and a status Indian for purposes of the Indian Act (Canada) and as recognized by the Federal Department of Indian and Northern Affairs, (a "**Limited Partner**")

- and -

**GLENN PAGE**, an individual resident in the Province of Ontario(a "**Limited Partner**")

- and -

Each person who, from time to time, becomes a Limited Partner in accordance with the terms of this Agreement

**RECITALS:**

- A. The General Partner and the Limited Partners wish to enter into an agreement to form a limited partnership under the *Limited Partnerships Act* (Ontario), as amended under the name GEN7 Fuel Management Services LP (the "**Partnership**");

**NOW THEREFORE** this Agreement witnesses that in consideration of the covenants and agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree each with the other as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement the following words have the following meanings:

"Act" means the *Limited Partnerships Act* (Ontario), as amended from time to time.

"Affiliate" means, with respect to any corporation, any of:

- (a) a person who is an affiliate or associate (as those terms are defined in the *Securities Act* (Ontario)) of the corporation; or
- (b) a director or an officer of the corporation or of any person referred to in (a);

"Affected Partner" has the meaning set forth in Section 2.16(b);

"Affected Units" has the meaning set forth in Section 2.16(b);

"Agreement" means this limited partnership agreement, including any and all schedules and exhibits, as it may be amended, confirmed, supplemented or restated by written agreement from time to time;

"Applicable Law" means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any Governmental Authority having authority over that Person, property, transaction or event;

"Arm's Length" has the meaning ascribed to such term in the Tax Act;

"Associate" means:

- (a) a person or company which beneficially owns or controls, directly or indirectly, voting securities entitling the person or company to more than 10% of the voting rights attached to outstanding securities of the issuer;
- (b) any partner of the person or company referred to in (a);
- (c) any trust or estate in which the person or company referred to in (a) has a substantial beneficial interest or in respect of which the person or company referred to in (a) serves as trustee or in a similar capacity; or
- (d) in the case of a person, a relative of that person, including:
  - (i) the spouse or adult interdependent partner of that person, or
  - (ii) a relative of the person's spouse or adult interdependent partner if the relative has the same home as that person;

"Auditor" means a member in good standing of the Chartered Professional Accountants who is appointed by the General Partner as Auditor of the Partnership;

"Business" is defined in Section 2.3;

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in Ontario;

"Capital Contribution" of a Partner means the total amount of money or property contributed as capital to the Partnership by that Partner or a predecessor of that Partner;

"**Certificate**" means the certificate of limited partnership for the Partnership to be filed under the Act and all amendments thereto and renewals, replacements or restatements thereof;

"**Current Account**" has the meaning specified in Section 4.8;

"**Deadline**" has the meaning specified in Section 2.16(b);

"**Discretion**" means the sole, absolute and unfettered discretion without any requirement to be reasonable or to maintain an even hand, to be exercised as, when and however (including retroactively) deemed fit by the General Partner;

"**Distributable Cash**" means with respect to a particular period, the amount by which the Partnership's cash on hand or to be received in respect of that period (excluding any proceeds from any financing) exceeds:

- (a) unpaid administration expenses of the Partnership;
- (b) amounts required for the business and operations of the Partnership, including operating expenses and capital expenditures;
- (c) amounts required in order to meet all debts, liabilities and obligations in respect of any financing, including reserves to ensure compliance with agreements to which the Partnership is subject;
- (d) any amounts which the General Partner in its Discretion determines is necessary to satisfy the Partnership's current and anticipated debts, liabilities and obligations and to comply with applicable laws; and
- (e) any amounts required to pay Canada Revenue Agency obligations;

"**EBITDA**" means earnings before interest, taxes, depreciation and amortization;

"**Encumbrance**" means any security interest, mortgage, charge, pledge, hypothec, lien, restriction, option, adverse claim, title defect, right of others or other encumbrance of any kind;

"**Extraordinary Resolution**" means a resolution, passed at a meeting of Limited Partner, or any adjournment thereof, called to consider the resolution, by not less than 66 $\frac{2}{3}$ % of the votes cast by Limited Partner present in person or by proxy at the meeting, or any adjournment thereof, who are entitled to vote with respect to such resolution, or a resolution in writing signed in one or more counterparts by Limited Partner holding not less than 66 $\frac{2}{3}$ % of the entitled votes with respect to such resolution;

"**Fiscal Year**" has the meaning specified in Section 2.6;

"**GAAP**" means, at any time, accounting principles generally accepted in Canada, including those set out in the Chartered Professional Accountants for private enterprises under Part II of the CPA Canada Handbook.

"**General Partner**" means the initial general partner, 2496750 Ontario INC., and any permitted corporate successor thereto, and any other person who becomes the general partner of the Partnership pursuant to Sections 7.13 or 7.14 of this Agreement;

"**Governmental Authority**" means:

- (a) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
- (b) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them

**"Investment Canada Act"** means the *Investment Canada Act* (Canada), as amended from time to time;

**"Limited Partners"** means the Limited Partners listed herein, and any other person who, from time to time, becomes a limited partner of the Partnership in accordance with the terms of this Agreement;

**"Net Income"** or **"Net Loss"** means the net income or loss of the Partnership for a Fiscal Year determined in accordance with GAAP;

**"Ordinary Resolution"** means:

- (a) a resolution approved by more than 50% of the votes cast by those Partners holding Units who are entitled to vote, in person or by proxy at a duly constituted meeting of Partners or at any adjournment thereof, called in accordance with this Agreement; or
- (b) a written resolution in one or more counterparts signed by Partners holding in the aggregate more than 50% of the Units held by those Partners who are entitled to vote on that resolution at a meeting;

**"Offering"** means an offering of Units under this Agreement;

**"Partners"** means the General Partner and the Limited Partners and **"Partner"** means any one of them;

**"Partnership"** is defined in the recitals above;

**"Person"** means an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative;

**"Power of Attorney and Declaration"** means a power of attorney and declaration in a form approved by the General Partner;

**"Proportionate Interest"** means at any time with reference to a Partner, in respect of Units held by such Partner, the proportion which the number of Units owned by such Partner at such time, as recorded in the Register, is of the total number of Units owned by such Partner at such time, as recorded in the Register;

**"Register"** means the register of Limited Partners maintained by the General Partner in accordance with this Agreement and the Act;

**"Requisitioning Partners"** has the meaning specified in Section 9.1;

**"Sell Notice"** has the meaning specified in Section 2.16(b);

"**Subscription Form**" means a subscription agreement in a form approved by the General Partner, together with a Power of Attorney and Declaration;

"**Tax Act**" means the *Income Tax Act* (Canada) R.S.C. 1985 (5<sup>th</sup> Supp.), as amended;

"**Taxable Income**" or "**Tax Loss**" means the amount of income or loss of the Partnership for a Fiscal Year determined by the General Partner pursuant to the provisions of the Tax Act;

"**Unit Ratio**" means, subject to any adjustments made in accordance with this Agreement, with respect to any Limited Partner, the number of Units held by such Limited Partner at that time expressed as a percentage of the total number of voting Units issued and outstanding at that time; provided, however, that the total of all Unit Ratios shall always equal one hundred (100%) percent; and

"**Units**" means limited partnership units of the Partnership.

## 1.2 Headings

In this Agreement, the headings are for convenience of reference only and do not form a part of this Agreement and are not to be considered in the interpretation of this Agreement.

## 1.3 Interpretation

In this Agreement,

- (a) words importing the masculine gender include the feminine and neuter genders, corporations, partnerships and other persons, and words in the singular include the plural, and vice versa, wherever the context requires;
- (b) all references to designated Articles, Sections and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement;
- (c) all accounting terms not otherwise defined will have the meanings assigned to them by, and all computations to be made will be made in accordance with, generally accepted accounting principles in Canada from time to time;
- (d) any reference to a statute will include and will be deemed to be a reference to the regulations and rules made pursuant to it, and to all amendments made to the statute, the regulations and the rules in force from time to time, and to any statute, regulations or rules that may be passed which has the effect of supplementing or suspending the statute referred to or the relevant regulation;
- (e) any reference to a person will include and will be deemed to be a reference to any person that is a successor to that person; and
- (f) "hereof", "hereto", "herein", and "hereunder" mean and refer to this Agreement and not to any particular Article, Section or other subdivision.

## 1.4 Currency

All references to currency in this Agreement are references to Canadian currency.

**ARTICLE 2**  
**RELATIONSHIP BETWEEN PARTNERS**

**2.1 Formation of Partnership**

The Partners hereby form the Partnership named "**GEN7 Fuel Management Services LP**" under the laws of the Province of Ontario. The Partnership is effective as a limited partnership from the date on which the Certificate is registered in accordance with the Act. The General Partner has the right to change the name of the Partnership and to file an amendment to the Certificate recording the change of name of the Partnership.

**2.2 Maintaining Status of Partnership**

The General Partner shall be the general partner of the Partnership, and shall do all things and shall cause to be executed and filed all such certificates, declarations, instruments and documents as may be required under the laws of the Province of Ontario and any other province having jurisdiction to effect the constitution of the Partnership. The General Partner and, if requested by the General Partner, the Limited Partners shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation and operation of the Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of information available to it in order to maintain the status of the Partnership as a limited partnership under the Act during the term of the Partnership.

**2.3 Business of the Partnership**

The business of the Partnership will consist of business related to fuel station management, ancillary matters related thereto and such other business as the Partners may determine by Extraordinary Resolution from time to time (the "**Business**").

**2.4 Business in Other Jurisdictions**

The Partnership will not carry on business in any jurisdiction unless the General Partner has taken all steps which may be required by the laws of that jurisdiction for the Limited Partners to benefit from limited liability to substantially the same extent that the Limited Partners enjoy limited liability under the Act. The Partnership will not carry on business in any jurisdiction in which the laws do not recognize the liability of the Limited Partners to be limited unless, in the opinion of the General Partner, the risks associated with the possible absence of limited liability in that jurisdiction are not significant considering the relevant circumstances. The Partnership will carry on business in a manner so as to ensure, to the greatest extent possible, the limited liability of the Limited Partners, and the General Partner will register the Partnership in other jurisdictions where the General Partner considers it appropriate to do so.

**2.5 Office of the Partnership**

The principal office of the Partnership will be located at 7331 Indian Line Road, Wilsonville, ON N0E 1Z0. The General Partner may change the location of the principal office provided that the General Partner gives notice as outlined in that Section 12.1.

## 2.6 Fiscal Year

The first fiscal period of the Partnership will end on December 31 of each year or on the date of dissolution or other termination of the Partnership. Each fiscal period is referred to in this Agreement as a "Fiscal Year".

## 2.7 Status of the General Partner

The General Partner represents, warrants, covenants and agrees with each Limited Partner that the General Partner:

- (a) is a corporation incorporated and validly subsisting under the laws of the Province of Ontario;
- (b) has the capacity and corporate authority to act as a General Partner and to perform its obligations under this Agreement, and such obligations do not conflict with nor do they result in a breach of any of its constating documents, by-laws or any agreement by which it is bound;
- (c) as long as it is General Partner, it will not carry on any other business
- (d) will act in good faith and in the best interests of the Partnership in carrying out its obligations under this Agreement;
- (e) will exercise the degree of care, diligence and skill that a reasonably prudent and qualified manager would exercise in the management of the business and affairs of the Partnership; and
- (f) holds and will maintain the registrations necessary for the conduct of its business and has and will continue to have all licenses and permits necessary to carry on its business as the General Partner in all jurisdictions where the activities of the Partnership require that licensing or other form of registration of the General Partner.

## 2.8 Status of the Limited Partners

Each Limited Partner severally represents, warrants and covenants to each other Limited Partner and to the General Partner that:

- (a) such Limited Partner, if a corporation, is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder, and has taken all necessary corporate action in respect thereof and that it has purchased its Units as principal for its own account, or, if a partnership, syndicate or other form of unincorporated organization, has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof, and that it has purchased its Units as principal for its own account;
- (b) such Limited Partner, if an individual, is of the full age of majority and has the legal capacity and competence to execute this Agreement and take all action pursuant hereto, and that it has purchased its Units as principal for its own account;

- (c) is "resident in Canada" for the purposes of the Tax Act and, if the Limited Partner is a partnership or limited partnership, each of the partners in that partnership or limited partnership is also "resident in Canada" within the meaning of that section and will maintain such status during any time in which Units are held by the such Limited Partner;
- (d) such Limited Partner has not financed and will not finance the acquisition of Units with financing for which recourse is or is deemed to be limited for the purposes of the Tax Act;
- (e) such Limited Partner (i) is not a financial institution and (ii) deals at arm's length with the General Partner and each Affiliate of the General Partner unless, in all cases, such Limited Partner has provided written notice to the contrary prior to the date of acceptance of the Limited Partner;
- (f) the Limited Partner is not a "non-Canadian" within the meaning of the Investment Canada Act;
- (g) the Limited Partner understands that the rights of Limited Partners to transfer Units is restricted, and has been independently advised as to restrictions with respect to trading in the Units imposed by this Agreement and by applicable securities legislation in the jurisdiction in which the Limited Partner resides, confirms that no representation has been made to the Limited Partner by or on behalf of the Partnership with respect thereto, acknowledges that the Limited Partner is aware of the characteristics of the Units, the risks relating to an investment therein and of the fact that the Limited Partner may not be able to resell the Units, except in accordance with limited exemptions under applicable securities legislation and regulatory policy;
- (h) this Agreement has been duly and validly authorized by, and constitutes a legal, valid, binding and enforceable obligation of, the Limited Partner;
- (i) the Limited Partner has had the opportunity to consult his, her or its own independent professional advisors with respect to the income tax consequences of purchasing the Units;
- (j) the Limited Partner has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of an investment in Units and he, she or it is able to bear the economic risk of loss of his, her or its investment; and
- (k) will, at the request of the General Partner, provide such evidence of its status as the General Partner may reasonably require.

## **2.9 Survival of Representations**

- (a) The representations contained in this Article will survive the execution of this Agreement and each party is obligated, as long as it is a General Partner or Limited Partner, as the case may be, to ensure the continuing accuracy of each representation made.
- (b) If at any time any Limited Partner becomes aware that the Limited Partner will be unable to represent and warrant the matters in Section 2.8, such Limited Partner covenants, agrees and undertakes that it will: (i) immediately notify the General Partner of that fact

(prior to becoming unable to so represent) and (ii) comply with the provisions of Section 2.16.

## **2.10 Limitation on Authority of Limited Partners**

Unless a Limited Partner is also the General Partner, no Limited Partner will:

- (a) take part in the administration, control, management or operation of the business of the Partnership or exercise any power in connection therewith or transact business on behalf of the Partnership;
- (b) execute any document which binds or purports to bind any other Limited Partner or the Partnership;
- (c) hold that Limited Partner out as having the power or authority to bind any other Limited Partner or the Partnership;
- (d) have any authority or power to act for or undertake any obligation or responsibility on behalf of any other Partner or the Partnership;
- (e) bring any action for partition or sale or otherwise in connection with the Partnership, or any interest in any property of the Partnership, whether real or personal, tangible or intangible, or file or register or permit to be filed, registered or remain undischarged any lien or charge in respect of any property of the Partnership; or
- (f) compel or seek a partition, judicial or otherwise, of any of the assets of the Partnership distributed or to be distributed to the Partners in kind in accordance with this Agreement.

## **2.11 Promise to Execute and Record**

Each Limited Partner hereby agrees to execute and record or file as and where required:

- (a) this Agreement, any amendment to this Agreement authorized under Article 11 and any other instruments or documents required to continue and keep in good standing the Partnership as a limited partnership under the Act, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or lease property in order to maintain the limited liability of the Partnership and to comply with the applicable laws of that jurisdiction (including any amendments to the Certificate or the Register as may be necessary to reflect the admission to the Partnership of subscribers for or transferees of any Units as contemplated by this Agreement);
- (b) all instruments and any amendments to the Certificate necessary to reflect any amendment to this Agreement;
- (c) any instrument required in connection with the dissolution and termination of the Partnership in accordance with the provisions of this Agreement, including any elections under the Tax Act and under any similar legislation;
- (d) the documents necessary to be filed with the appropriate governmental body or authority in connection with the business, property, assets and undertaking of the Partnership;

- (e) the documents necessary to give effect to the business of the Partnership;
- (f) the documents necessary to give effect to the assignment of a Unit or the admission of a subscriber for or assignee of Units to the Partnership; and
- (g) all other instruments and documents on the Limited Partner's behalf and in the Limited Partner's name or in the name of the Partnership as may be deemed necessary by the General Partner to carry out fully this Agreement in accordance with its terms.

#### **2.12 Unlimited Liability of the General Partner**

The General Partner has unlimited liability for the debts, liabilities and obligations of the Partnership, subject to the Act and this Agreement.

#### **2.13 Limited Liability of Limited Partners**

Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities and obligations of the Partnership will be limited to its Capital Contribution of that Limited Partner plus such Limited Partner's share of undistributed income of the Partnership. A Limited Partner will not be liable for any further claims or assessments or be required to make further contributions to the Partnership, except as specifically provided for herein.

#### **2.14 Indemnity of Limited Partner and the Partnership**

The General Partner will indemnify and hold harmless each Limited Partner (including any former Limited Partner) for all costs, expenses, damages or liabilities suffered or incurred by: (i) the Limited Partner if the limited liability of that Limited Partner is lost for or by reason of the negligence of the General Partner in performing its duties and obligations under this Agreement; or (ii) the Partnership as a result of any breach by the General Partner of this Agreement or its standard of care set forth herein, including any legal expenses incurred by the Partnership in defending an action based in whole or in part upon an allegation that the General Partner has been guilty of such breach, if the defence of such action is substantially unsuccessful with respect to such allegations. If any such action is settled by the General Partner, the action will be deemed, for the purposes of this Section, to have been unsuccessfully defended unless the settlement is approved either by an order of a court of competent jurisdiction or by an Ordinary Resolution.

#### **2.15 Compliance with Laws**

Each Limited Partner will, on the request of the General Partner, immediately execute any documents considered by the General Partner, acting reasonably, to be necessary to comply with any applicable law or regulation of any jurisdiction in Canada, for the continuation, operation or good standing of the Partnership.

#### **2.16 Evidence of Status and Sale of Affected Units**

- (a) Each Limited Partner covenants and agrees that it will, upon request, promptly provide evidence to the General Partner that the representations and warranties set out in Section 2.8 are true and correct. If:
  - (i) a Limited Partner fails to comply with that request;