

0441 FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, forthwith after demand made therefor as hereinafter provided, payment to and indemnifies **ESSEX LEASE FINANCIAL CORPORATION** ("ELFC") for, all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **2658658 Ontario Inc.** ("Customer") to ELFC whether arising from agreement or dealings between ELFC and the Customer or from agreement or dealings between ELFC and any third person by which the Customer now is or hereafter may become indebted or liable to ELFC or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. ELFC may increase, reduce, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as ELFC may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as ELFC may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of ELFC against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to ELFC of all indebtedness and liability aforesaid; provided however that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to ELFC but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to ELFC incurred prior to the expiration of 30 days from the date of receipt of such notice by ELFC.
4. ELFC shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by ELFC from the Customer or others, whether occasioned through the fault of ELFC or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this Guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from ELFC shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to ELFC after demand therefor by ELFC.
8. Any account settled or stated by or between ELFC and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to ELFC is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If ELFC should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until ELFC's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, ELFC shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to ELFC by the Customer. In the event of the valuation by ELFC of any of its securities and/or the retention of such securities by ELFC, such valuation and/or retention shall not, as between ELFC and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to ELFC, or any part thereof.
10. Any notice or demand which ELFC may wish to give may be served on the Guarantor either personally on him or his legal personal representative or in the case of a corporation, on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known address of the Guarantor to be served as it appears on ELFC's records and the notice so sent shall be deemed to be received on the second business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to ELFC, the Guarantor hereby grants to ELFC a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to ELFC and postponed to the present and future debts and liabilities of the Customer to ELFC. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to ELFC, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of ELFC, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by ELFC. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from ELFC a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to ELFC then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until ELFC has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default ELFC may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. ELFC's rights are cumulative and shall not be exhausted by the exercise of any number of successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to ELFC on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by ELFC for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by ELFC of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by ELFC from time to time as ELFC's prime lending rate. A statement signed by any officer of ELFC confirming ELFC's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by ELFC. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by ELFC shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of **Alberta** and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the course of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit ELFC's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of ELFC and shall be binding upon the Guarantor and the heirs, executors, administrators, and successors of the guarantor.
18. This instrument may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
19. Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the agreement by such party.

GIVEN under seal at _____ this Jul 21, 2021 _____.

Guarantor:

2496750 Ontario Inc

DocuSigned by:

Donald Herbert Miles Hill

Name/Title:

Donald Herbert Miles Hill, Director

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0442
CERTIFIED COPY OF RESOLUTION OF THE DIRECTORS OF

2496750 Ontario Inc. (the "Corporation")

TO: **ESSEX LEASE FINANCIAL CORPORATION**, its principals, successors and assigns ("ELFC")

RE: Guarantee dated Jul 21, 2021 (the "Guarantee", a copy of which is attached hereto).

The undersigned, in my capacity as a duly appointed officer of the Corporation, hereby certifies to ELFC, that the following is a true and complete copy of a resolution validly passed by the duly appointed and constituted board of directors of the Corporation pursuant to and in accordance with the provisions of the applicable legislation governing the corporation and the corporation's constating documents, by-laws and shareholders agreement, if any, that such resolution is on the date hereof in full force and effect, unamended and that the execution and delivery of the Guarantee does not contravene any of the provisions of the applicable legislation governing the corporation with respect to the giving of financial assistance;

"BE IT RESOLVED that;

1. The corporation is hereby authorized to guarantee the debts, liabilities and obligations of **2658658 Ontario Inc.** to ELFC and to enter into and perform its obligations under a guarantee (the "Guarantee") to and in favour of ELFC, a copy of which is attached hereto, in such form as any director or officer of the Corporation may approve;
2. Any director or officer of the Corporation is hereby authorized and directed to execute (whether under corporate seal or otherwise) and deliver the Guarantee as such director or officer may approve for and in the name of and on behalf of the Corporation, the execution of the Guarantee to be conclusive evidence of such director's or officer's approval of the form and terms of the Guarantee; and
3. Upon the execution of the Guarantee, any officer or director of the Corporation is hereby authorized and directed to do all other things and to execute and deliver all other agreements, certificates, documents and instruments (whether under corporate seal or otherwise) as may be necessary or desirable in the opinion of such officer or director to effectively carry out the purpose and intent of the Guarantee".

DATED Jul 21, 2021 at Wilsonville, ON.

DocuSigned by:

Donald Herbert Miles Hill

Name/Title: **Donald Herbert Miles Hill, Director**

0443
FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, forthwith after demand made therefor as hereinafter provided, payment to and indemnifies **ESSEX LEASE FINANCIAL CORPORATION** ("ELFC") for, all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **2658658 Ontario Inc.** ("Customer") to ELFC whether arising from agreement or dealings between ELFC and the Customer or from agreement or dealings between ELFC and any third person by which the Customer now is or hereafter may become indebted or liable to ELFC or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. ELFC may increase, reduce, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as ELFC may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as ELFC may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of ELFC against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to ELFC of all indebtedness and liability aforesaid; provided however that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to ELFC but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to ELFC incurred prior to the expiration of 30 days from the date of receipt of such notice by ELFC.
4. ELFC shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by ELFC from the Customer or others, whether occasioned through the fault of ELFC or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this Guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from ELFC shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to ELFC after demand therefor by ELFC.
8. Any account settled or stated by or between ELFC and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to ELFC is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If ELFC should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until ELFC's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, ELFC shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to ELFC by the Customer. In the event of the valuation by ELFC of any of its securities and/or the retention of such securities by ELFC, such valuation and/or retention shall not, as between ELFC and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to ELFC, or any part thereof.
10. Any notice or demand which ELFC may wish to give may be served on the Guarantor either personally on him or his legal personal representative or in the case of a corporation, on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known address of the Guarantor to be served as it appears on ELFC's records and the notice so sent shall be deemed to be received on the second business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to ELFC, the Guarantor hereby grants to ELFC a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to ELFC and postponed to the present and future debts and liabilities of the Customer to ELFC. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to ELFC, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of ELFC, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by ELFC. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from ELFC a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to ELFC then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until ELFC has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default ELFC may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. ELFC's rights are cumulative and shall not be exhausted by the exercise of any number of successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to ELFC on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by ELFC for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by ELFC of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by ELFC from time to time as ELFC's prime lending rate. A statement signed by any officer of ELFC confirming ELFC's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by ELFC. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by ELFC shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of **Alberta** and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the course of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit ELFC's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of ELFC and shall be binding upon the Guarantor and the heirs, executors, administrators, and successors of the guarantor.
18. This instrument may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
19. Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the agreement by such party.

GIVEN under seal at _____ this Jul 21, 2021 _____.

Guarantor: **Gen 7 Fuel Management Services LP**

DocuSigned by:

Brian Page

Name/Title: **Brian Page, Director**

0444

CERTIFIED COPY OF RESOLUTION OF THE DIRECTORS OF

Gen 7 Fuel Management Services LP (the "Corporation")

TO: **ESSEX LEASE FINANCIAL CORPORATION**, its principals, successors and assigns ("ELFC")

RE: Guarantee dated Jul 21, 2021 (the "Guarantee", a copy of which is attached hereto).

The undersigned, in my capacity as a duly appointed officer of the Corporation, hereby certifies to ELFC, that the following is a true and complete copy of a resolution validly passed by the duly appointed and constituted board of directors of the Corporation pursuant to and in accordance with the provisions of the applicable legislation governing the corporation and the corporation's constating documents, by-laws and shareholders agreement, if any, that such resolution is on the date hereof in full force and effect, unamended and that the execution and delivery of the Guarantee does not contravene any of the provisions of the applicable legislation governing the corporation with respect to the giving of financial assistance;

"BE IT RESOLVED that;

1. The corporation is hereby authorized to guarantee the debts, liabilities and obligations of **2658658 Ontario Inc.** to ELFC and to enter into and perform its obligations under a guarantee (the "Guarantee") to and in favour of ELFC, a copy of which is attached hereto, in such form as any director or officer of the Corporation may approve;
2. Any director or officer of the Corporation is hereby authorized and directed to execute (whether under corporate seal or otherwise) and deliver the Guarantee as such director or officer may approve for and in the name of and on behalf of the Corporation, the execution of the Guarantee to be conclusive evidence of such director's or officer's approval of the form and terms of the Guarantee; and
3. Upon the execution of the Guarantee, any officer or director of the Corporation is hereby authorized and directed to do all other things and to execute and deliver all other agreements, certificates, documents and instruments (whether under corporate seal or otherwise) as may be necessary or desirable in the opinion of such officer or director to effectively carry out the purpose and intent of the Guarantee".

DATED Jul 21, 2021 at Burlington, ON.

DocuSigned by:

Brian Page

Name/Title:

Brian Page, Director



SECURITY AGREEMENT

For use in PPSA Jurisdictions

For valuable consideration, the undersigned (the "Customer") agrees with Essex Lease Financial Corporation ("Essex") as follows:

1. **GRANT OF SECURITY.** The Customer mortgages, charges, assigns and grants to Essex, and Essex takes, a Security Interest in the property described in the following paragraph or paragraphs of this section (as applicable in accordance with the NOTE appearing at the end of this section), and in all property described in any schedules, documents or listings that the Customer may from time to time sign and provide to Essex in connection with this Security Agreement ("Agreement"), and in all present and future Accessions to, and all Proceeds of, any such property (collectively, the "Collateral") as a general and continuing collateral security for the due payment and performance of the Liabilities:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | (a) Specific Personal Property: the Personal Property described in Schedule A. |
| <input checked="" type="checkbox"/> | (b) All Personal Property: all of the Customer's present and after-acquired undertaking and Personal Property (including any property that may be described in Schedule A). |
| <input type="checkbox"/> | (c) All Real Property: all of the Customer's present and after-acquired real property, (including any property that may be described in Schedule A), together with all buildings placed, installed or erected on any such property, and all fixtures. |

NOTE: Check appropriate box or boxes to indicate which of paragraphs (a), (b) or (c) are to apply. If no box is checked off, paragraph (b) will apply.

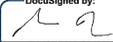
2. **GOVERNING LAW.** This Agreement is governed by the laws of Ontario.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS (INCLUDING ANY SCHEDULES) ON THE FOLLOWING PAGES FORM PART OF THIS AGREEMENT.

The Customer has signed this Agreement on _____.

2658658 Ontario Inc.

Name (Record Customer name in full)

DocuSigned by:

 50642E694FAE3460
 Glenn Page, Director

2057 Parklane Cres, Burlington, Ontario, L7M 3V6

Customer's address, City/Town, Province and Postal Code

- Note: (1) If the Customer is an individual, complete the information box on page 2.
 (2) If the Customer is a corporation, the office (such as "President" or "Secretary") of the person signing should be noted below that person's signature.

ADDITIONAL TERMS AND CONDITIONS

3. **PLACES OF BUSINESS.** The Customer represents and warrants that the locations of all existing Places of Business are specified in Schedule B and agrees to promptly notify Essex in writing of any additional Places of Business as soon as they are established. The Customer agrees that, subject to section 5, the Collateral will at all times be kept at the Places of Business and will not be removed without Essex's prior written consent.

4. **COLLATERAL FREE OF CHARGES.** The Customer represents and warrants that the Collateral is, and agrees that the Collateral will at all times be, free of any Charge or trust except in favour of Essex or incurred with Essex's prior written consent. Essex may, but will have no obligation to, pay any amount or take any action required to remove or redeem any unauthorized Charge, and the Customer will immediately reimburse Essex for any amount so paid and will indemnify Essex in respect of any action so taken.

5. **USE OF COLLATERAL.** The Customer will not, without Essex's prior written consent, sell, lease or otherwise dispose of any of the Collateral (other than Inventory, which may be sold, leased or otherwise disposed of in the ordinary course of the Customer's business). All Proceeds of the Collateral (including among other things all amounts received in respect of Receivables), whether or not arising in the ordinary course of the Customer's business, will be received by the Customer as trustee for Essex and will be immediately paid to Essex.

6. **INSURANCE.** The Customer will keep the Collateral insured to its full insurable value against loss or damage by fire and such other risks as are customarily insured for property similar to the Collateral (and against such other risks as Essex may reasonably require). At Essex's request, all policies in respect of such insurance will contain a loss payable clause, and if the Collateral includes real property, will contain a mortgage clause in favour of Essex, and in any event the Customer assigns all proceeds of insurance on the Collateral to Essex. The Customer will, from time to time at Essex's request, deliver such policies (or satisfactory evidence of such policies) to Essex. If the Customer does not obtain or maintain such insurance, Essex may obtain insurance, at the Customer's expense, but will have no obligation to do so. The Customer will immediately reimburse Essex for any amount so paid. The Customer will promptly give Essex written notice of any loss or damage to all or any part of the Collateral.

7. **INFORMATION AND INSPECTION.** The Customer will from time to time immediately furnish to Essex in writing all information requested by Essex relating to the Collateral, the Places of Business, and the Customer's financial or business affairs. The Customer will promptly advise Essex of the Serial Number, model year, make and model of each Serial Number Good at any time included in the Collateral that is held as Equipment, including in circumstances where the Customer ceases holding such Serial Number Good as Inventory and begins holding it as Equipment. Essex may from time to time inspect any Books and Records and any Collateral, wherever located, and for that purpose Essex may, without charge, have access to each Place of Business and to all mechanical or electronic, equipment, devices and processes where any of them may be stored or from which any of them may be retrieved. The Customer authorizes any Person holding any Books and Records to make them available to Essex, in a readable form, upon request by Essex.

8. **RECEIVABLES.** If the Collateral includes Receivables, Essex may advise any Person liable to make any payment to the Customer of the existence of this Agreement, and may from time to time confirm with such Persons the existence and the amount of the Receivables. Upon Default, Essex may collect and otherwise deal with the Receivables in such manner and upon such terms as Essex considers appropriate.

9. **RECEIPTS PRIOR TO DEFAULT.** Until Default, all amounts received by Essex as Proceeds of the Collateral will be applied on account of the Liabilities in such manner and at such times as Essex may consider appropriate or, at Essex's option, may be held unappropriated in a collateral account or released to the Customer.

10. DEFAULT.

a. **Events of Default.** The occurrence of any of the following events or conditions will be a Default:

- the Customer does not pay any of the Liabilities when due;
- the Customer does not observe or perform any of the Customer's obligations under this Agreement or any other agreement or document existing at any time between the Customer and Essex;
- any representation, warranty or statement made by or on behalf of the Customer to Essex is untrue in any material respect at the time when or as of which it was made;
- the Customer ceases or threatens to cease to carry on in the normal course the Customer's business or any material part thereof;
- if the Customer is a corporation and there is, in Essex's reasonable opinion, a change in effective control of the Customer, or if the Customer is a partnership and there is a dissolution or change in the membership of the partnership;
- the Customer becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the Bankruptcy Act (Canada) or similar legislation in Canada or any other jurisdiction; a petition in bankruptcy is filed against the Customer; or, if the Customer is a corporation, steps are taken under any legislation by or against the Customer seeking its liquidation, winding-up, dissolution or reorganization or any arrangement or composition of its debts;
- a Receiver, trustee, custodian or other similar official is appointed in respect of the Customer or any of the Customer's property;
- the holder of a Charge takes possession of all or any part of the Customer's property, or a distress, execution or other similar process is levied against all or any part of such property; or
- Essex, in good faith and upon commercially reasonable grounds, believes that the prospect of payment or performance is or is about to be impaired or that the Collateral is or is about to be placed in jeopardy.

b. **Rights upon Default.** Upon Default, Essex and a Receiver, as applicable, will to the extent permitted by law have the following rights:

- Appointment of Receiver.** Essex may by instrument in writing appoint any Person as a Receiver of all or any part of the Collateral. Essex may from time to time remove or replace a Receiver, or make application to any court of competent jurisdiction for the appointment of a Receiver. Any Receiver appointed by Essex will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the Customer's agent. Essex may from time to time fix the Receiver's remuneration and the Customer will pay Essex the amount of such remuneration. Essex will not be liable to the Customer or any other Person in connection with appointing or not appointing a Receiver or in connection with the Receiver's actions or omissions.
- Dealings with the Collateral.** Essex or a Receiver may take possession of all or any part of the Collateral and retain it for as long as Essex or the Receiver considers appropriate, receive any rents and profits from the Collateral, carry on (or concur in carrying on) all or any part of the Customer's business or refrain from doing so, borrow on the security of the Collateral, repair the Collateral, process the Collateral, prepare the Collateral for sale, lease or other disposition, and sell or lease (or concur in selling or leasing) or otherwise dispose of the Collateral on such terms and conditions (including among other things by arrangement providing for deferred payment) as Essex or the Receiver considers appropriate. Essex or the Receiver may (without charge and to the exclusion of all other Persons including the Customer) enter upon any Place of Business.
- Realization.** Essex or a Receiver may use, collect, sell, lease or otherwise dispose of, realize upon, release to the Customer or other Persons, and otherwise deal with the Collateral in such manner, upon such terms (including among other things by arrangement providing for deferred payment) and at such times as Essex or the Receiver considers appropriate, and Essex or the Receiver may make any sale, lease or other disposition of the Collateral in the name of and on behalf of the Customer or otherwise.
- Application of Proceeds After Default.** All Proceeds of Collateral received by Essex or a Receiver may be applied to discharge or satisfy any expenses (including among other things the Receiver's remuneration and other expenses of enforcing Essex's rights under this Agreement), Charges, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by Essex or the Receiver to preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Charges on

- the Collateral ranking in priority to any Charge created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds will be applied to the Liabilities in such manner and at such times as Essex considers appropriate and thereafter will be accounted for as required by law.
- c. **Other Legal Rights.** Before and after Default, Essex will have, in addition to the rights specifically provided in this Agreement, the rights of a secured party under the PPSA, as well as the rights recognized at law and in equity. No right will be exclusive of or dependent upon or merge in any other right, and one or more of such rights may be exercised independently or in combination from time to time.
- d. **Deficiency.** The Customer will remain liable to Essex for payment of any Liabilities that are outstanding following realization of all or any part of the Collateral.
11. **ESSEX NOT LIABLE.** Essex will not be liable to the Customer or any other Person for any failure or delay in exercising any of its rights under this Agreement (including among other things any failure to take possession of, collect, or sell, lease or otherwise dispose of, any Collateral). None of Essex, a Receiver or any agent of Essex (including, in Alberta, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Chattel Paper, Investment Property, Securities or Instrument in possession of Essex, a Receiver or Essex's agent.
12. **CHARGES AND EXPENSES.** The Customer agrees to pay on demand all costs and expenses incurred (including among other things legal fees on a solicitor and client basis) and fees charged by Essex in connection with obtaining or discharging this Agreement or establishing or confirming the priority of the Charges created by this Agreement or by law, compliance with any demand by any Person under the PPSA to amend or discharge any registration relating to this Agreement, and by Essex or any Receiver in exercising any remedy under this Agreement (including among other things preserving, repairing, processing, preparing for disposition and disposing of the Collateral by sale, lease or otherwise) and in carrying on the Customer's business. All such amounts will bear interest from time to time at the highest interest rate then applicable to any of the Liabilities and the Customer will reimburse Essex upon demand for any amount so paid.
13. **FURTHER ASSURANCES.** The Customer will from time to time immediately upon request by Essex take such action (including among other things the signing and delivery of financing statements and financing change statements, documents or listings describing property included in the Collateral, further assignments and other documents, and the registration of this Agreement or any other Charge against any of the Customer's real property) as Essex may require in connection with the Collateral or as Essex may consider necessary to give effect to this Agreement. If permitted by law, the Customer waives the right to sign or receive a copy of any financing statement or financing change statement, or any statement issued by any registry that confirms any registration of a financing statement or financing change statement, relating to this Agreement. The Customer irrevocably appoints a representative of Essex's branch specified on the first page of this Agreement as the Customer's attorney (with full powers of substitution and delegation) to sign, upon Default, all documents required to give effect to this section. Nothing in this section affects the right of Essex as secured party, or any other Person on Essex's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as Essex or such other Person considers appropriate.
14. **DEALINGS BY ESSEX.** Essex may from time to time increase, reduce, discontinue or otherwise vary the Customer's credit facilities, grant extensions of time and other indulgences, take and give up any Charge, abstain from giving, perfecting or registering any Charge, accept compositions, grant releases and discharges and otherwise deal with the Customer, customers of the Customer, guarantors and others, and with the Collateral and any Charges held by Essex, as Essex considers appropriate without affecting the Customer's obligations to Essex or Essex's rights under this Agreement.
15. **DEFINITIONS.** In this Agreement:
"Accessions", "Account", "Chattel Paper", "Document of Title", "Equipment", "Goods", "Instrument", "Intangible", "Inventory", "Proceeds", "Purchase-Money Security Interest" and "Security Interest" have the respective meanings given to them in the PPSA.
"Books and Records" means all books, records, files, papers, disks, documents and other repositories of data recording, evidencing or relating to the Collateral to which the Customer (or Person on the Customer's behalf) has access.
"Charge" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, financial lease, title retention agreement or arrangement, security interest or other encumbrance of any nature however arising, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property that is prior to the right of any other creditor in respect of such property.
"Consumer Goods" has the meaning given to it in the PPSA, except that, if this Agreement is governed by the laws of the Yukon, it does not include special consumer goods as that term is defined in the Yukon PPSA.
"Default" has the meaning set out in subsection 10(1).
"Investment Property" has the meaning given to it in the PPSA;
"Liabilities" means all present and future indebtedness and liability of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Customer to Essex, wherever and however incurred and any unpaid balance thereof.
"Money" has the meaning given to it in the PPSA or, if there is no such definition, means a medium of exchange authorized or adopted by the Parliament of Canada as part of the currency of Canada, or by a foreign government as part of its currency.
"Person" means any natural person or artificial body (including among others any firm, corporation or government).
"Personal Property" means personal property and includes among other things Inventory, Equipment, Receivables, Books and Records, Chattel Paper, Goods, Documents of Title, Instruments, Intangibles (including intellectual property), Money, Investment Property and Securities, and includes all Accessions to such property.
"Place of Business" means a location where the Customer carries on business or where any of the collateral is located (including any location described in Schedule B).
"PPSA" means the legislation that applies in the province or territory noted in section 2 of this Agreement, as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation) as follows: in the case of Ontario, the Personal Property Security Act, 1989; in the case of Alberta, British Columbia, Manitoba, Prince Edward Island, Saskatchewan and the Yukon Territory, the Personal Property Security Act; and in the case of any other province or territory, such legislation as deals generally with Charges on personal property.
"Receivables" means all debts, claims and choses in action (including among other things Accounts and Chattel Paper) now or in the future due or owing to or owned by the Customer.
"Receiver" means a receiver or a receiver and manager.
"Securities" has the meaning given to it in the PPSA or, if there is no such definition and the PPSA defines "security" instead, it means the plural of that term.
"Serial Number" means the number that the Person who manufactured or constructed a Serial Number Good permanently marked or attached to it for identification purposes or, if applicable, such other number as the PPSA stipulates as the serial number or vehicle information number to be used for registration purposes of such Serial Number Good.
"Serial Number Good" means a motor vehicle, trailer, mobile home, aircraft airframe, aircraft engine or aircraft propeller, boat or an outboard motor for a boat.
16. **GENERAL.**
- a. **Reservation of the Last Day of any Lease.** The Charges created by this Agreement do not extend to the last day of the term of any lease or agreement for lease; however, the Customer will hold such last day in trust for Essex and, upon the exercise by Essex of any of its rights under this Agreement following Default, will assign such last day as directed by Essex.
- b. **Attachment of Security Interest.** The Security Interests created by this Agreement are intended to attach (i) to existing Collateral when the Customer signs this Agreement, and (ii) to Collateral subsequently acquired by the Customer, immediately upon the Customer acquiring any rights in such Collateral. The parties do not intend to postpone the attachment of any Security Interest created by this Agreement.
- c. **Purchase-Money Security Interest.** If Essex gives value for the purpose of enabling the Customer to acquire rights in or to any of the Collateral, the Customer will in fact apply such value to acquire those rights (and will provide Essex with such evidence in this regard as Essex may require), and the Customer grants to Essex and Essex takes a Purchase-Money Security Interest in such Collateral to the extent that the value is applied to acquire such rights. A certificate or affidavit of any of Essex's authorized representatives is admissible in evidence to establish the amount of any such value.
- d. **Description of Collateral in Schedule A.** The fact that box (b) or box (c) of section I has been checked without there being any property described in Schedule A does not affect the nature or validity of Essex's security in the Collateral.
- e. **Entire Agreement.** Essex has not made any representation or undertaken any obligation in connection with the subject matter of this Agreement other than as specifically set out in this Agreement, and in particular nothing contained in this Agreement will require Essex to make, renew or extend the time for payment of any loan or other credit accommodation to the Customer or any other Person.
- f. **Additional Security.** The Charges created by this Agreement are in addition and without prejudice to any other Charge now or later held by Essex. No Charge held by Essex will be exclusive of or dependent upon or merge in any other Charge, and Essex may exercise its rights under such Charges independently or in combination.
- g. **Joint and Several Liability.** If more than one Person signs this Agreement as the Customer, the obligations of such Persons will be joint and several.
- h. **Severability; Headings.** Any provision of this Agreement that is void or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to that extent without invalidating the remaining provisions of this Agreement. The headings in this Agreement are for convenience only and do not limit or extend the provisions of this Agreement.
- i. **Interpretation.** When the context so requires, the singular will be read as the plural, and vice versa.
- j. **Copy of Agreement.** The Customer acknowledges receipt of a copy of this Agreement.
- k. **Waivers.** If this Agreement is governed by the laws of Saskatchewan and the Customer is a corporation, the Customer agrees that The Limitation of Civil Rights Act, The Land Contracts (Actions) Act and Part IV (excepting only section 46) of the Saskatchewan Farm Security Act do not apply insofar as they relate to actions as defined in those Acts, or insofar as they relate to or affect this Agreement, the rights of Essex under this Agreement, or any instrument, Charge, security agreement or other document of any nature that renews, extends or is collateral to this Agreement.
- l. **Notice.** Essex may send to the Customer, by prepaid regular mail addressed to the Customer at the Customer's address last known to Essex, copies of any document required by the PPSA to be delivered by Essex to the Customer. Any document mailed in this manner will be deemed to have been received by the Customer upon the earlier of actual receipt by the Customer and the expiry of 10 days after the mailing date. A certificate or affidavit of any of Essex's authorized representatives is admissible in evidence to establish the mailing date.
- m. **Enurement; Assignment.** This Agreement will enure to the benefit of and be binding upon (i) Essex, its successors and assigns, and (ii) the Customer and the Customer's heirs, executors, administrators, successors and permitted assigns. The Customer will not assign this Agreement without the prior written consent of Essex. Essex may assign, at its sole discretion at any time, without the consent of the Customer, its right, title and interest in this Agreement to any individual, firm or corporation. The Customer hereby consents to the delivery by Essex to any prospective Assignee of such information concerning the Customer as may be in Essex's possession and requested by the Assignee.
- n. **Counterparts.** This instrument may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- o. **Electronic Execution.** Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the agreement by such party.

FOR INDIVIDUALS ONLY, record the following information:		
First and second names in full; surname	Birth Date*	Sex (M/F)

* For Alberta, Ontario, Saskatchewan and the Yukon, record: day/month/year. For British Columbia and Manitoba, record: year/month/day.

0447
Schedule A

Personal Property included in Collateral

(describe Personal Property by item or kind; if space is insufficient, use a separate sheet):

0448
Schedule B

Places of Business

(if space is insufficient, use a separate sheet):

**2057 Parklane Cres
Burlington, Ontario, L7M 3V6**

0449

OFFICER'S CERTIFICATE RESPECTING BORROWING

I, **Glenn Page**, hereby certify that;

1. I am **Director** of **2658658 Ontario Inc.** (the "Company"), a corporation duly incorporated under the laws of **Ontario** with its Registered/Head Office at **2057 Parklane Cres, Burlington, Ontario L7M 3V6.**

2. The following is a true and correct copy of a Resolution of the Board of Directors of the company dated Jul 21, 2021, recorded in the Minute Book of the proceedings of the said Board of Directors.

"RESOLVED;

- (a) That the company is hereby authorized from time to time to borrow from Essex Lease Financial Corporation ("ELFC") such amount or amounts of money as are required by the company from time to time and to secure the amount or amounts borrowed from or owed to ELFC, any renewals or extensions of such borrowings and all other present and future indebtedness and liability of the company to ELFC by way of mortgages, hypothecations, charges, pledges, assignments, security interests, leases and/or transfers in favour of the bank of all or any real or personal, movable or immovable property, both present and future, of the company;
- (b) That the person(s) occupying the following named office(s) or position(s) is/are designated "Signing Officer(s)" of the Company: **Director**. Any One (1) of the named Signing Officers of the Company is/are hereby authorized to execute and deliver to ELFC such commitment letters, agreements, notes, mortgages, hypothecations, charges, pledges, assignments, security interests, leases, transfers and other documents and to do such other acts and things as may be necessary in his or her sole discretion to complete the transactions authorized by this Resolution;
- (c) That all acts and things done and documents executed by the Signing Officer(s) on behalf of the company as herein before authorized may be relied upon by ELFC and shall be valid and binding upon the Company whether or not the corporate seal of the Company has been affixed to any such document;
- (d) That the Company shall provide ELFC with a certified copy of this Resolution and a list of the names of the Signing Officers of the Company authorized by this Resolution to do any act or thing, together with specimens of their signatures, to be acted upon by each branch of ELFC with which any dealings are had by the Company until notice of the contrary or of any change therein has been given in writing to any Vice President or CEO of ELFC."

3. The foregoing Resolution has not been repealed, amended, altered or modified in any respect whatsoever and is now in full force and effect.

4. The duly elected or appointed Directors and Officers of the Company designated as "Signing Officers" and specimens of their signatures are as follows:

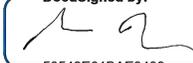
NAME

OFFICE HELD

SIGNATURE

Glenn Page

Director

DocuSigned by:


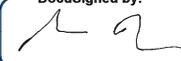
50542E61BAE3499...

5. Neither the constaining and organizational documents of the company (including without limitation, its memorandum, articles, articles of incorporation, by-laws and any shareholder agreement or declaration in lieu thereof) nor any law applicable to the Company or to any of its property prohibit or in any way restrict the Company from borrowing and granting security in the manner referred to in the foregoing Resolution or limit the powers of the board of Directors of the Company to validly authorize such borrowing and security.

6. This instrument may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

7. Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the instrument by such party.

DocuSigned by:



50542E61BAE3499...

Name/Title: Glenn Page, Director

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

0186

GPMC HOLDINGS INC.

RBC ROYAL BANK
304 DUNDAS STREET EAST
WATERDOWN, ONTARIO LOR 2H0

PAY

\$

TO THE
ORDER
OF



0450

GPMC HOLDINGS INC.



PER

⑈0000 186⑈ ⑆0766 2⑈003⑆

⑆02⑈⑈327⑈⑈⑆

GPMC HOLDINGS INC.

0186

This is Exhibit “WW” 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

PAYOUT QUOTE

 Customer **Gen7 Brands Intl.**

Contact

Phone (519) 512-2245

Fax

 Full Payout X

 Partial Payout

Contract Number 9505-305914

MP

Asset Description

2022 Azimut S7 Mini-Fly XAXS7047F122

Details & Comments

Effective Date Thursday, August 18, 2022

 Valid Until Date **Monday, August 22, 2022**

PAYOUT

PRINCIPAL AT LAST PAYMENT	\$1,009,658.30	DAILY PER DIEM	\$182.02
ACCRUED INTEREST TO VALID UNTIL DATE	\$3,822.40		
PREPAYMENT INTEREST ADJUSTMENT	\$81,909.00		
OTHER CHARGES/MISSED PAYMENTS	\$0.00	A daily per diem fee will be levied for payout funds not received by the Valid Until Date.	
UNAPPLIED CASH ON ACCOUNT	\$0.00	Security will not be released until payment of all required obligations has been received.	
PAYOUT TOTAL	\$1,095,389.70		

Payout quote assumes all payments, up to and including the Valid Until Date are made and not returned.

Make Certified Cheque or bank draft payable to **ESSEX LEASE FINANCIAL CORPORATION** and remit to address noted above along with a copy of this quote. If paying by wire transfer, please ensure that a copy of the wire confirmation is emailed to CustomerService@elfc.ca.

Upon receipt and clearance of funds for full payment the contract will be terminated, related documentation sent to Customer and electronic lien release filed. Essex reserves the right to maintain any security interest on any asset that has been pledged as additional collateral or subject to a cross-collateral agreement. Any partial payment received will be applied against your account and you will continue to be liable for the balance. If payout funds are not in the form of a certified cheque or bank draft a 30 day waiting period will apply.

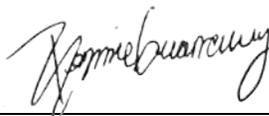
Unless funds are received 7 business days prior to the Valid Until Date, it is your responsibility to stop the next automatic debit from your bank account.

E&OE

This communication is intended for the use of the individual or entity to which it is addressed and contains information that is privileged, confidential or otherwise exempt from disclosure under applicable laws. Unauthorized use, reproduction or dissemination of this communication is strictly prohibited.

If you have received this communication in error, please notify us immediately and destroy the communication.

This is Exhibit "XX" 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

0455

Signature required Rejected Processed

Refresh



CAD

1,020,481.00

CAD

1,020,481.00

Outgoing Wire Transfer

ESSEX LEASE FINANCIAL CORPORATION - 219076090019472147

This is Exhibit "YY" 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

FOR DEPARTMENT USE ONLY

Entered as Mortgage "A" in the Register 13-08-2021
at (hh:mm) 14:44 a.m./p.m. Registrar

MORTGAGE

Official number (if assigned) 844825
Name of vessel (if assigned) CUZ WE CAN
Port of registry Hamilton

A - MORTGAGE

Name(s) and address(es) of registered owner(s)/mortgagor(s)
2658658 Ontario Inc., 118 Main Street North, Waterdown, ON L0R 2H0

Nature of consideration

Line of credit \$**1,230,000.00* CAD
Credit agreement which should not exceed the amount of: \$**1,230,000.00* CAD. The said agreement, including the interests thereof, are governed by a Collateral Mortgage Agreement signed at the same date as this Mortgage which objective is to secure the obligations and the payment of the amounts due in virtue of the said Agreement and of any modification of it in principal, interests and accessories and of any document related to it.

Name(s) and address(es) of mortgagee(s)
Essex Lease Financial Corporation
10768 - 74 Street SE, Calgary, AB Canada T2C 5N6

I/We, the mortgagor(s) in consideration of the above now covenant with the mortgagee(s) to pay to the mortgagee(s) the sums for the time being due on this security, whether by way of principal or interest, at the times and in the manner set out. For the purpose of better securing payment to the mortgagee(s), the mortgagor(s) hereby mortgage to the mortgagee(s) 64 shares (number of shares must be indicated) of which the mortgagor(s) are the owner(s) in the vessel described above, and its boats and appurtenances. Further, the mortgagor(s) covenant with the mortgagee(s) that the mortgagor(s) have the power to mortgage the shares and that they are free of encumbrance(s) except as stated on the reverse of this vessel (delete if not applicable)

INDIVIDUAL

Signature of mortgagor
Date Mortgage signed (dd-mm-yyyy)

1 - CORPORATION

Glenn Page, President state that I have authority to bind 2658658 Ontario Inc.
Name and title (Print) Name of corporation (Print)
I also state that 2658658 Ontario Inc. is the name of a corporation which legally exists at the date of this Mortgage.
Name of corporation (Print)
as per the laws of Canada; OR as per the laws of Ontario
Name of province/state (Print)

This Mortgage must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the Canada Shipping Act, 2001 applicants may be required to provide additional information as requested by the Chief Registrar.
I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the Canada Shipping Act, 2001).
X Glenn Page Signature of Officer or Director
27-07-2021 Date Mortgage signed (dd-mm-yyyy)

2 - CORPORATION

Name and title (Print) state that I have authority to bind Name of corporation (Print)
I also state that Name of corporation (Print) is the name of a corporation which legally exists at the date of this Mortgage.
Name of province/state (Print)

This Mortgage must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the Canada Shipping Act, 2001 applicants may be required to provide additional information as requested by the Chief Registrar.
I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the Canada Shipping Act, 2001).
Signature of Officer or Director Date Mortgage signed (dd-mm-yyyy)

INDIAN BAND

Name of Indian Band (Print) Signature
Name of person signing above (Print)
Date Mortgage signed (dd-mm-yyyy)



Official number (if assigned) 844825	Name of vessel (if assigned) CUZ WE CAN	Port of registry Hamilton
B - DISCHARGE OF MORTGAGE		
INDIVIDUAL		
I/We, the mortgagee(s) authorize the discharge of the mortgage described above.		
Signature of mortgagee	Signature of mortgagee	
Signature of mortgagee	Signature of mortgagee	
Signature of mortgagee	Date Discharge of Mortgage signed (dd-mm-yyyy)	
CORPORATION		
I BRAD HEINTZ - CREDIT MANAGER state that I have authority to bind ESSEX LEASE FINANCIAL CORPORATION		
Name and title (Print)		Name of corporation (Print)
I also state that ESSEX LEASE FINANCIAL CORPORATION is the name of a corporation which legally exists at the date of this Mortgage:		
Name of corporation (Print)		
<input type="radio"/> as per the laws of Canada; OR <input checked="" type="radio"/> as per the laws of ALBERTA		
Name of province/state (Print)		
This Mortgage must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the <i>Canada Shipping Act, 2001</i> applicants may be required to provide additional information as requested by the Chief Registrar.		
I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the <i>Canada Shipping Act, 2001</i>).		
Signature of Officer or Director [Signature]		Date Discharge of Mortgage signed (dd-mm-yyyy) 1 SEPTEMBER 2022
INDIAN BAND		
Name of Indian Band (Print)	Signature	SEAL
	Name of person signing above (Print)	
	Date Discharge of Mortgage signed (dd-mm-yyyy)	

Notes

1. The expressions "mortgagee" and "mortgagor" used in this document include their heirs, successors, assigns, executors, administrators and any other legal representative.
2. This Mortgage must be completed by all of the owners. If jointly owned, all the joint owner(s) must act together.
3. In the case of an Indian Band, the mortgage must be made by person(s) authorized by Band Council Resolution **OR** by affixing the seal of the Indian Band on this Mortgage.
4. The original mortgage deed must be presented to discharge a mortgage or if not available, by Statutory Declaration.
5. The Authorized Representative is required to report any changes, such as a change in the owner's or a registered mortgagee's name or address, (S. 58 of the *Canada Shipping Act, 2001*).



Discharge of mortgage/Mainlevée de l'hypothèque "....."
Entered in Registry/Inscrit au Registre
this/ce **07** day of/jour de **SEPTEMBER**
2022 at/à **07:00**

Vessel Registry/Immatriculation des bâtiments

The information you provide on this form is collected by Transport Canada for the purpose of registering your vessel. It is collected under the authority of Section 43 of the *Canada Shipping Act, 2001*. The registration of your non-pleasure (commercial) craft is mandatory unless it is registered in a foreign state. The information will be held in the Department's Personal Information Bank entitled Canadian Register of Vessels (bank number TC PPU 041). Your information will be handled in accordance with the provisions of the *Privacy Act*. Instructions for obtaining your personal information are provided in InfoSource, a copy of which is available in major public and academic libraries. Please note that under Section 76 of the *Canada Shipping Act, 2001*, a person may examine or obtain copies of any entries in the Register with respect to a vessel.

This is Exhibit "ZZ" 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

Jaden Lau
Direct No. 604-661-0610
Email: lau@bernardllp.ca
File No. 053804-0001

September 2, 2022

Via Registered Mail

Transport Canada
Vessel Registration (AMSED)
330 Sparks Street
Ottawa, ON K1A 0N8

Attention: Transport Canada, Vessel Registration Office

Dear Sirs/Mesdames:

Re: Marine Mortgage Discharge over CUZ WE CAN (O.N. 844825) (the "Vessel")

We act on behalf of Essex Lease Financial Corporation, and we write to discharge the marine mortgage "A" on the Vessel.

For the discharge of the mortgage, please find attached the original endorsed mortgage deed in Form 7 – Mortgage, with the section "Discharge of Mortgage" completed and signed by the mortgagee.

After the mortgage discharge has been processed, please email confirmation of the same to the writer at the email address above, and mail any original documents to the owner(s).

Thank you in advance for your assistance and co-operation.

Yours truly,

BERNARD LLP

Per:


Jaden Lau
JTL/

0461

MORTGAGE

FOR DEPARTMENT USE ONLY

Entered as Mortgage " A " in the Register 13-08-2021

at (hh:mm) 14:44 a.m./p.m. Stacy Schwaninger Registrar

Official number (if assigned) 844825 Name of vessel (if assigned) CUZ WE CAN Port of registry HAMILTON



A - MORTGAGE

Name(s) and address(es) of registered owner(s)/mortgagor(s)
2658658 Ontario Inc., 118 Main Street North, Waterdown, ON L0R 2H0

Nature of consideration
 Principal sum of _____ Line of credit ***1,230,000.00* CAD

Provide additional details such as interest, method of payment, or date the collateral agreement was executed
Credit agreement which should not exceed the amount of: ***1,230,000.00* CAD. The said agreement, including the interests thereof, are governed by a Collateral Mortgage Agreement signed at the same date as this Mortgage which objective is to secure the obligations and the payment of the amounts due in virtue of the said Agreement and of any modification of it in principal, interests and accessories and of any document related to it.

Name(s) and address(es) of mortgagee(s)
Essex Lease Financial Corporation
10768 - 74 Street SE, Calgary, AB Canada T2C 5N6

I/We, the mortgagor(s) in consideration of the above now covenant with the mortgagee(s) to pay to the mortgagee(s) the sums for the time being due on this security, whether by way of principal or interest, at the times and in the manner set out. For the purpose of better securing payment to the mortgagee(s), the mortgagor(s) hereby mortgage to the mortgagee(s) 64 shares (number of shares must be indicated) of which the mortgagor(s) are the owner(s) in the vessel described above, and its boats and appurtenances. Further, the mortgagor(s) covenant with the mortgagee(s) that the mortgagor(s) have the power to mortgage the shares and that they are free of encumbrance(s) ~~except as respects the vessel of the vessel~~ (delete if not applicable)

INDIVIDUAL

Signature of mortgagor _____ Signature of mortgagor _____

Signature of mortgagor _____ Signature of mortgagor _____

Signature of mortgagor _____ Date Mortgage signed (dd-mm-yyyy) _____

1 - CORPORATION

I Glenn Page, President state that I have authority to bind 2658658 Ontario Inc.

Name and title (Print) _____ Name of corporation (Print) _____

I also state that 2658658 Ontario Inc. is the name of a corporation which legally exists at the date of this Mortgage:

Name of corporation (Print) _____

as per the laws of Canada; OR as per the laws of Ontario

Name of province/state (Print) _____

This Mortgage must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the *Canada Shipping Act, 2001* applicants may be required to provide additional information as requested by the Chief Registrar. I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the *Canada Shipping Act, 2001*).

X Glenn Page Signature of Officer or Director 27-07-2021 Date Mortgage signed (dd-mm-yyyy)

2 - CORPORATION

I _____ state that I have authority to bind _____

Name and title (Print) _____ Name of corporation (Print) _____

I also state that _____ is the name of a corporation which legally exists at the date of this Mortgage:

Name of corporation (Print) _____

as per the laws of Canada; OR as per the laws of _____

Name of province/state (Print) _____

This Mortgage must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the *Canada Shipping Act, 2001* applicants may be required to provide additional information as requested by the Chief Registrar. I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the *Canada Shipping Act, 2001*).

Signature of Officer or Director _____ Date Mortgage signed (dd-mm-yyyy)

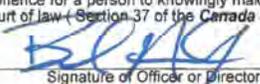
INDIAN BAND

Name of Indian Band (Print) _____ Signature _____

Name of person signing above (Print) _____

Date Mortgage signed (dd-mm-yyyy) _____



Official number (if assigned) 844825	Name of vessel (if assigned) CUZ WE CAN	Port of registry Hamilton
B - DISCHARGE OF MORTGAGE		
INDIVIDUAL		
I/We, the mortgagee(s) authorize the discharge of the mortgage described above.		
Signature of mortgagee	Signature of mortgagee	
Signature of mortgagee	Signature of mortgagee	
Signature of mortgagee	Date Discharge of Mortgage signed (dd-mm-yyyy)	
CORPORATION		
I BRAD HEINTZ - CREDIT MANAGER state that I have authority to bind ESSEX LEASE FINANCIAL CORPORATION		
Name and title (Print)	Name of corporation (Print)	
I also state that ESSEX LEASE FINANCIAL CORPORATION is the name of a corporation which legally exists at the date of this Mortgage:		
Name of corporation (Print)		
<input type="radio"/> as per the laws of Canada: OR <input checked="" type="radio"/> as per the laws of ALBERTA		
Name of province/state (Print)		
This Mortgage must be signed by any Officer or Director of the corporation who has the authority to bind the corporation. Pursuant to Sections 51(2) and 75.01(2) of the <i>Canada Shipping Act, 2001</i> applicants may be required to provide additional information as requested by the Chief Registrar.		
I understand that it is an offence for a person to knowingly make a false or misleading statement in writing and that the penalty can be a fine or imprisonment or both if found guilty in a court of law (Section 37 of the <i>Canada Shipping Act, 2001</i>).		
	1 SEPTEMBER 2022	
Signature of Officer or Director	Date Discharge of Mortgage signed (dd-mm-yyyy)	
INDIAN BAND		
Name of Indian Band (Print)	Signature	SEAL
	Name of person signing above (Print)	
	Date Discharge of Mortgage signed (dd-mm-yyyy)	

Notes

- The expressions "mortgagee" and "mortgagor" used in this document include their heirs, successors, assigns, executors, administrators and any other legal representative.
- This Mortgage must be completed by all of the owners. If jointly owned, all the joint owner(s) must act together.
- In the case of an Indian Band, the mortgage must be made by person(s) authorized by Band Council Resolution OR by affixing the seal of the Indian Band on this Mortgage.
- The original mortgage deed must be presented to discharge a mortgage or if not available, by Statutory Declaration.
- The Authorized Representative is required to report any changes, such as a change in the owners or a registered mortgagee's name or address, (S. 58 of the *Canada Shipping Act, 2001*).



Discharge of mortgage/Mainlevée de l'hypothèque "....."
 Entered in Registry/Inscrit au Registre
 this/ce **07** day of/jour de **SEPTEMBER**
2022 at/à **07:00**

Jacques,
 MackenzieRose
 Vessel Registry/Immatriculation des bâtiments

Digitally signed by Jacques, MackenzieRose
 DN: c=CA, o=GC, ou=TC, cn=Jacques, MackenzieRose
 Reason: I am the author of this document
 Location:
 Date: 2022.09.08 09:30:43-0400
 For: PDF ESign Version: 12.0.1

This is Exhibit “AAA” 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

0464

From: [Genevieve Dixon - SunSwept Resorts](#)
To: [Glenn Page](#)
Cc: [Mandy Cox](#)
Subject: RE: Support with Hiring for our New St Lucia Company in Rodney Bay
Date: Tuesday, December 7, 2021 2:27:03 PM
Attachments: [image001.png](#)

Good Day Mandy & Glenn,

Please excuse the delay in this message.. it sat in my draft box for several days as the craziness of the hospitality industry kicked in.

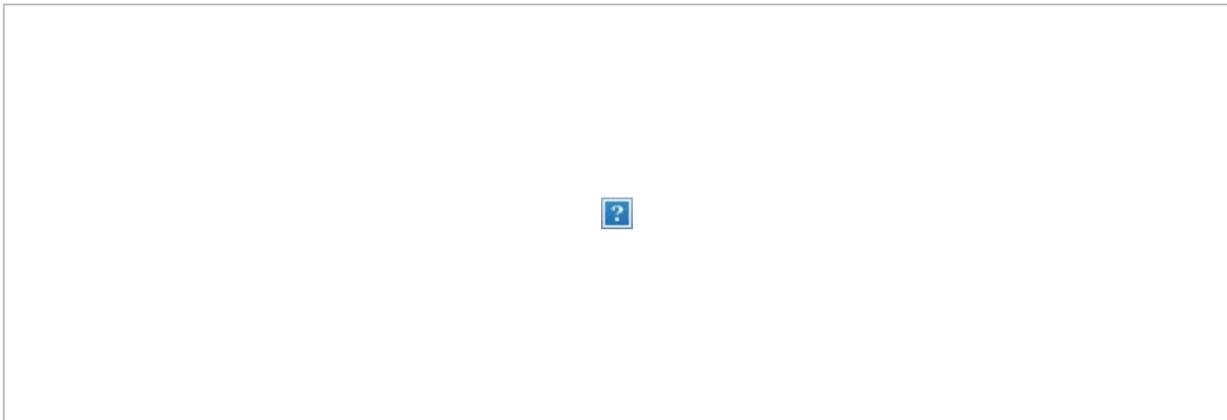
Thank you so much for your email as it truly allows provides me with greater clarity.

In terms of wages... the Office and Accounting Manager – I would say that XCD \$4,000-\$4,500 monthly is fair to manage a small team and for championing the accounting function.

In terms of the **Hospitality Coordinator** - I was actually thinking you should open it up to also consider males for this post... as there are several hosts of fishing charter tours and such throughout the island. This position I would say would be in align with a concierge agent at a hotel – the wages for this role would be Monthly **XCD \$2200 - \$2800** and allow tips.

I will be off island as of December 11th heading to the States but please feel free to WHATSAPP me and I will be checking email periodically. Would be happy to offer support.

Most Sincerely,



From: Glenn Page <Glenn@gpmcholdings.ca>
Sent: Thursday, December 2, 2021 9:15 AM
To: Genevieve Dixon - SunSwept Resorts <genevieve@sunsweptresorts.com>
Cc: Mandy Cox <Mandy@gpmcholdings.ca>
Subject: Support with Hiring for our New St Lucia Company in Rodney Bay

Good Morning Genevieve

We are very appreciative of your support in our efforts to start up business in St Lucia

Both Mandy and I are staying at the resort Dec 10 til 14th while we meet with lawyers and get the startup in motion. If you wish to connect face to face let us know we can schedule a time.

We are setting up a company called Gen7 Brands Management Services LTD.

Gen7 Brands is a growing gas station chain in Canada and the US and we are moving our Procurement and Support operations to Rodney Bay as it is a remote support team that can operate anywhere. We also perform other services such as annual meetings and charters using our yacht that will be based in Rodney Bay starting in late December.

In the start up phase we need the following two key positions asap

1. Office and Accounting Manager – reporting to Mandy Cox COO of Gen7 Brands

This role will handle all incoming invoices for supplies to the station sort segregate and then rebill to the appropriate station in Canada or the US using our ERP system

This role will also handle calls from suppliers for payment status as needed

Manage the requirements of office support and eventually direct a junior accounting clerk

Report weekly and daily to Corporate Controller in Canada

Key Attributes: Degree in Business is an asset

Excellent with numbers and a proficiency to detail and accuracy

Communicates well with others and fluent in English

Computer literacy should be high and can use excel, word and other office systems

Flexibility to travel is also an asset but not required

2. Hospitality and Support Coordinator – Reporting to GL Harvie (GPMC Vessel Mgr) and Glenn and Mandy

This role is responsible to maintain the yacht and manage events onboard in coordination with GL Harvie

Duties include general cleaning of interior of the vessel, managing stock on the vessel, maintaining a schedule of events on the vessel and organizing catering, chefs or bartenders for events onboard. Get quotes from vendors, submit for approval to Glenn and Mandy and collect all receipts and bills and submit to Office Accounting Manager.

Ensuring vessel is always presentable and pristine at all times

Key Attributes: Capable of transitioning from basic cleaning to Hostess and Bartender

Hospitality focus and Great personality

Well organized and can take charge of organizing an event

Pleasant communicator in crowds of executives and can carry a conversation

Not afraid to get dirty and get things done

Let us know your thoughts we are not that familiar with wages in St Lucia and would need

0466

recommendations on that as well as other details you feel you need.

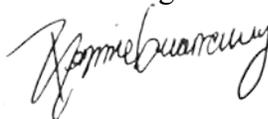
Glenn Page

President

GPMC Holdings Inc.

"A Creative Investment and Leasing Enterprise"

This is Exhibit “BBB” 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' and a long, sweeping tail.

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

From: Brian Page <Brian@gpmcholdings.ca>
Date: September 14, 2022 at 12:08:08 PM EDT
To: Glenn Page <glenn@gpmcholdings.ca>, glharvie <glharvie@gmail.com>
Subject: Transport Canada Release of Marine Mortgage and Copy of Vessel Transcript for CUZ WE CAN

Glenn/GL

Attached please find the Transport Canada Mortgage discharge and a copy of the Vessel Transcript showing no Liens or Encumbrances upon the Vessel.

Trusting this will allow for a smooth Registration.

If you need anything additionally please reach out to me.

Brian J. Page

Vice President

N3W 2G9

Direct Line: (289) 787-0340

O: (519) 512-2245

C: (204) 229-2193

This is Exhibit "CCC" 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

0470

Solar Electrical Facility Feasibility Study

for

OTE Original Traders Energy Blending Site, Six Nations Caledonia, ON

Issued by

**OTE Original Traders Energy
G.L. Harvie, Project Manager
April 12th, 2022**



OTE ORIGINAL TRADERS
ENERGY

Introduction

Interveners:

Glenn Page (GP) glenn.page@originaltradersenergy.com / 905-334-2008

Gord McIntosh (GM) gord@110percent.ca

Chaddie Faucher (CF) chaddie@gen7intl.com / 758-728-9524

G L Harvie (GLH) glharvie@gmail.com / 802-825-5435

Information on Study.

GP tasked GLH to run numbers to install multiple Solar Electrical Generating Facilities at our existing and future Blending Sites as well as Filling Stations. This in order to supplement/stabilize the Electrical Feed married with the onsite generator and to render our facility Carbon Neutral.

Project Name & Description

OTE Blending Site at Six Nation is the busiest OTE Blending site and the numbers generated here are based on the current volume of delivery plus 15% increase, which was indicated by GP to be max capacity for this site. This is what the numbers and sizes are based on here.

Re: 15% increase number provided by GP

Multiple Applications

These Solar arrays can be built ready to upsize once the electrical needs upsizes for each specific blending sites making them scalable to handle an increase to operating at full capacity in the future. Per example we can build an array 75% of the size of what the numbers are explained here thus 75% of the cost resulting in a 75% production. Augmenting the size of the facility later on would only result in mostly % cost increase with added money for re-mobilization of the Engineering-Procurement-Construction (EPC) Contractor.

Parameters of System

Here are the parameters of the system:

All Dollar Amounts are in CAN\$ unless indicated

125 kW Ground Mounted System on Metal Racking

Ground Space for such a facility is in the order of 0.625 Acres or 30k sq/ft

Requested Location:	Caledonia ON
Location:	Lat, Lon: 43.05, -79.94
Elev. (m):	189.8800049
DC System Size (kW):	125

Module Type:	Standard
Array Type:	Fixed (open rack)
Array Tilt (deg):	20
Array Azimuth (deg):	180
System Losses:	14.08
Invert Efficiency:	96
DC to AC Size Ratio:	1.2
Capacity Factor (%)	14.4
Average Cost of Electricity Purchased from Utility Per Billing (\$/kWh):	\$0.177

Cost of System

According to three various Developers familiar with the Ontario Solar Market I got in touch with cost of EPC /Watt is around \$1.55 to \$1.65. I based my budget here on \$1.70/Watt.

An operational System would be budgeted around \$212,500. To this number we can add Project Management operational costs.

Electrical Output

The system will generate the following energy. The savings moneys indicated is including all admin./basic servicing costs of the Utility.

Month	AC System Output (kWh)	Value (\$)
1	7,820	\$1,385.14
2	9,747	\$1,726.50
3	13,710	\$2,428.41
4	16,341	\$2,894.48
5	17,413	\$3,084.38
6	18,227	\$3,228.46
7	18,736	\$3,318.79
8	16,800	\$2,975.72
9	14,639	\$2,593.06
10	10,738	\$1,902.03
11	7,247	\$1,283.62
12	6,376	\$1,129.30
Total	157,793	\$27,949.89

Re: Simulation generated by <https://pvwatts.nrel.gov/pvwatts.php>

Electrical Savings

The system would offset billing from the local utility providing a net-metering agreement is available. Seems all is in place for that from my summary observation of Ontario Legislation on the Provincial Level but GM would be more familiar with all incentives available.

Current Consumption is as follows (Note that what is in Blue is speculative and evaluated with all information available):

Acct #	Start Date	End Date	Consumption kWh	Invoice	\$/kWh
200261795085	2021.12.03	2022.01.05	16,617.32	\$2,454.59	\$0.14771
	2021.11.04	2021.12.03	12,837.64	\$2,310.86	\$0.18001
	2021.10.05	2021.11.04	10,723.43	\$2,165.49	\$0.20194
	2021.09.03	2021.10.05	10,880.00	\$1,920.90	\$0.17655
	2021.08.05	2021.09.03	10,063.00	\$1,776.65	\$0.17655
	2021.07.07	2021.08.05	9,628.00	\$1,699.85	\$0.17655
	2021.06.04	2021.07.07	10,527.00	\$1,858.57	\$0.17655
	2021.05.05	2021.06.04	9,570.00	\$1,689.61	\$0.17655
	2021.04.05	2021.05.05	10,200.00	\$1,800.84	\$0.17655
	2021.03.05	2021.04.05	10,540.00	\$1,860.87	\$0.17655
	2021.02.05	2021.03.05	12,837.64	\$2,310.86	\$0.18001
	2021.01.08	2021.02.05	12,837.64	\$2,310.86	\$0.18001
	YTD		137,261.67	\$24,159.97	\$0.17713
		15% Added	157,850.92	\$27,783.96	

It is reasonable to calculate that the savings would be in the order of \$20,000 on a total consumption of \$27,784. The Cost per kWh used here includes all administrative costs

The % of savings can only be calculated once we know what the system costs NET are available, meaning once the incentives are applied to the building costs then we can calculate the accurate Return On Investment (ROI). Besides the “Green” Outlook benefits.

Next Step to Move Forward/Action List

If anyone has other steps please provide them:

-GP, Schedule the “Team invite” to get the Carbon Footprint Projects moving.

-GM, Provide what available incentives can be applied on any portion of costs vertically on this process.

-CF, Review current information/data and bring forth any suggestions for actions/efficiencies of whole projects to be optimized.

-GLH, Through my contacts with local utilities on ongoing/upcoming construction projects in the next weeks I will dig into protocol for net metering with the various geographical specific contacts at our locations.

Agenda upcoming Team Meeting

- Review of each project/location scope
- Review Actions List per interveners
- Next Steps – All

PLEASE ALL:

Review and add to these notes as well as bringing forth any errors that might of creped in.

Thank You,

G.L. Harvie
802-825-5435
glharvie@gmail.com

This is Exhibit “DDD” 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

0476

Request for Proposals (RFP)

Land Clearing, Trees/Roots Removal & Site Leveling

for

OTE Original Traders Energy Blending Site, Frog Creek Rd. Fort Frances ON

Issued by

OTE Original Traders Energy

April 7th, 2022



Table of Contents

Information about OTE.....3
Project Name & Description.....3
Reasons for issuing RFP3
Timeline for RFP Process3
Contact Information3
Project/Bid Documents4
Opening, Evaluation, and Contracting.....4
Proposal Contents4
Proposed Scope of Work5
 Construction.....5
 Exclusions6
Evaluating Parameter6
OTE Invoicing & Payment Statement6
Bid Sheet.....7

Introduction

Information about OTE.

OTE is a private company incorporated in Ontario, OTE supplies and distributes high quality petroleum products to native retailers on Indian reserves across Canada

Project Name & Description

OTE Fort Frances Blending Site, Frog Creek Rd. Fort Frances ON -
Site clearing and removal of all trees and roots within site building envelope as described within proposal documents.

Reasons for issuing RFP

OTE is issuing this Request for Proposals (“RFP”) to obtain quotes for the Site clearing and removal of all trees and roots within site building envelope within the parameters spelled out in the following documentation.

Timeline for RFP process:

- RFP issue date.....April 7th, 2022
- Site visit date.....April 4th, 2022
- RFP due date.....**April 12th, 2022 2PM EST**
- Notice of intent to award.....April 15th, 2022
- Contract negotiations completed.....April 18th, 2022
- Issuance of Final Building Permits.....N/A
- System operational.....N/A

Contact information

OTE has designated an individual to manage the RFP process, address all questions from potential bidders, and provide updates as necessary during the bidding process.

Transmittal of proposal/bid sheet shall be by email at glharvie@gmail.com

Please address all RFP-related questions and communications to:

- G.L. Harvie
- glharvie@gmail.com
- 802-825-5435

Project/Bid Documents

- Tree Clearing Plan (2022.04.07_OTE Ft_Frances_Tree Clearing.pdf)
<https://drive.google.com/file/d/16plLItvCdxOgWqOrZYIJXmFBbUJ-jurl/view?usp=sharing>
- Blending Plant Layout Plan for Reference (2022.04.07_OTE Ft_Frances_Site Plan R4 TOPO.pdf)
<https://drive.google.com/file/d/1Ikq7v1UrOO6I5ng1GQoH3vn70G8xIpRO/view?usp=sharing>
- Blending Plant Layout Plan CAD Drawing for Reference (2022.04.07_OTE Ft_Frances_Site Plan R4 TOPO.dwg)
<https://drive.google.com/file/d/1CdwcDqHdv-GL-T8II8FpsbII2nT6hzNX/view?usp=sharing>
- Google Earth Site Location Link
<https://www.google.com/maps/@48.644764,-93.3839478,252m/data=!3m1!1e3?hl=en&authuser=0>

Opening, Evaluation and Contracting

Proposals will be opened by OTE at any time after the submission deadline. All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the offerors best fulfills the needs of OTE and this project. OTE anticipates entering into a contract with this/these offerors to execute the proposed work. This Request for Proposals, however, does not commit OTE to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered. OTE reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors or to cancel this Request for Proposals, if it is in the best interests of OTE to do so. The decision of OTE shall be final.

After the selection of a Contractor the schedule should include a period of collaboration between OTE and the Contractor to better define, elaborate upon and fix the Contractor's exact and final scope of Work (the "Final Scope"). In collaboration with OTE the Final Scope will be fixed no later than one weeks from the notice of intent to award. While the Contractor should assume work begins immediately upon notification that they have been selected, the Final Scope will be defined by editing, redlining or adding superseding documents or drawings to the Proposed Scope of Work as attached hereto. Once contracted, with respect to the Project Documentation, Contractor shall warrant to OTE that the "Scope of Work" reflected therein can be completed by the Contractor, in a form substantially similar to the preliminary scope and schedule.

Proposal Contents

Proposals, together with letters of transmittal, should include the bidder's Bid Sheet supplied below, and the following information:

- An estimate for the complete scope of work as defined in the attached RFP documents.

- The team of people who would execute the work, with descriptions of the experiences and skills of each and his/her role in the bidder's firm and in the team.
- Names, addresses and descriptions of key subcontractors that your firm would employ and a description of their scope of work, relevant experience and past performance.
- The name of the person in your firm who would be the official contact person for any contractual relationship.
- A schedule for the work, including the range of start dates to which your firm is prepared to commit and anticipated completion dates. This schedule should be within the timeframes outlined by OTE in the Scope of Work Section. Any conflict in the two should be described.

Scope of Work

As mentioned in the "Opening, Evaluation, and Contracting" section above, the final scope and thus final fee will be determined in meetings immediately following the award of the work.

For the purpose of providing the requested proposal, the preliminary scope of work has been identified below.

Land Clearing, Trees/Roots, Site Leveling, Test Pits

- The Contractor shall perform land clearing, trees, roots & site leveling using qualified workers, operators and equipment as necessary to deliver an executed scope of work to OTE for review. In addition to the Scope of Work shall be based on the following basic parameters:
 - Land clearing of all trees, roots as well as site leveling.
 - Trees and Roots can be removed or mulched on site. If mulching is used the tailings should be bermed in the location designated on the site plan essentially in a 20'-25' area on the south of the building envelope along the tree line adjacent to Frog Creek Rd where excess material from Sitework will eventually be bermed.
 - Native soils/Loam are to remain in place.
 - Four-test pit for defining site underlayment material should be dug within the scope of work and indicated locations in site plan to help determine the depth and materials under the loam layer. These pits need to be 24' wide at needed depth to satisfy identification of underlying materials.
 - Mobilization is designated to happen at the latest April 19th, 2022 upon issuance of Letter of Intent to award April 12th, 2022 and be concluded by May 4th, 2022.

Construction

- The contractor shall purchase, transport, deliver, and inspect all materials and equipment necessary for execution of Scope of Work.

Exclusions

The Contractor shall not perform any work or activity beyond the scope of work. Exclusions shall not be performed, or included in the Contractors proposal. The work to be excluded includes, but is not limited to, the following:

- All permitting for the project. This includes any governmental approvals, site specific permits, construction permits, etc.
- Project management (with the exception of oversight of construction activities within Contractors scope of work)

Evaluating Parameters

OTE reserves the right to take or reject any proposal irrelevant to costs and qualifications.

OTE Invoicing & Payment Statement

OTE recognizes that due to the limited nature of this scope of work and promptness of schedule; invoicing & payment cycle will be limited to a single invoice for completed work and a single payment to be issued upon OTE's acceptance of work & invoicing. This payment will be issued within 30 days of accepted completion of work and invoicing.

BID SHEET

Land Clearing, Trees/Roots Removal & Site Leveling for OTE Original Traders Energy Blending Site, Frog Creek Rd. Fort Frances ON

Name and Address of Contractor:

Contact Person Name, email and phone number:

Bid Sheet:

The full price proposal shall include all fees for a complete executed Scope of Work as described within:

1. Mobilization

\$ _____

2. Execution of Complete Scope of Work

\$ _____

PROJECT TOTAL

\$ _____

The Contractor acknowledges having reviewed all documents within this RFP and described scope of work and declares having staff and equipment available to execute all work within schedule outlined in these documents.

Exhibit Needed:

Exhibit A:

-Please attach a document with Name, Description and Reference Person on Similar Completed Projects, including equipment intendant to be used.

Submitted & Signed by:

Title:

Date:

This is Exhibit “EEE” 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

0484

From: [Glenn Page](#)
To: [Scott Hill](#); [Brian Page](#); matmcleod@rocketmail.com; [Nick Capretta](#); [Brian de Nobriga](#)
Cc: [Mandy Cox](#)
Subject: Update
Date: Tuesday, October 19, 2021 8:52:30 AM
Attachments: [image002.jpg](#)

Hi gang

I didn't send this one to Miles as its not really any of his doing and this supports the new model with OTE International LP guiding the business forward

So a quick update on things

1. Whitefish is well underway we now are in the Tyendinaga situation of bringing along the education and environmental catch up with Council
2. Fort Francis confirmed the approval of Blending Ctr #4 late Friday and I am working with Dale M. Band Manager to get everything pinned down by Nov 30th
3. The interest in New Stations and coming over to OTE has grown up North relatively quickly with at least 5 solid interests in Gen7 stations and I am told 3 converts
4. RBC is only days away from funding the \$5million we need to complete Whitefish Capital and are committed to do the same using Whitefish for Fort Francis

So simply put we are in a great place to build out 2 or 3 Blending sites and grow a substantial market share

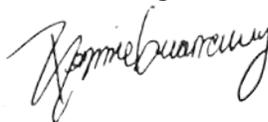
Pretty excited for next year When we meet in St Lucia we will go over expectations of each site, likely returns and what we need to do to deliver these across the goal line.

Thanks for your support guys

Glenn Page
President
Original Traders Energy LP
Phone: 519-512-2245
Cell: 905-334-2008
www.originaltradersenergy.com



This is Exhibit “FFF” 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

0486

From: [Scott Hill](#)
To: [Glenn Page](#)
Subject: Update
Date: Monday, April 4, 2022 6:48:08 AM

Morning Boss,

So I got a positive test back Saturday, it's been pretty rough but last night seemed to be a huge improvement.

We were suppose to leave Wednesday to drive to Winnipeg but I have no idea how things are going to play out now. As a back up plan I may need you as a huge favour, to fly Keris and Tammy into Winnipeg late Thursday or early Friday if possible with the plane? I think tomorrow will tell a lot and we'll know from there.

I won't be on the call this am.

Thanks,
Scott Hill - V.P. Development
Original Traders Energy
"A Six Nations Grand River Company"

This is Exhibit “GGG” 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



**OTE ORIGINAL TRADERS ENERGY
PAYMENT CERTIFICATE ONE**

September 1, 2021

Attention: Scott Hill

Please see below payment certificate one for work complete to date.

- Misc. expenses including insurance, equipment and toilet
- Site work including septic, excavation, backfill, retaining, clear stone under concrete floor.
- Foundation including footings, walls, rebar, foundation coating, foam on perimeter walls

Payment Certificate One as per agreement	\$100,000.00
---	---------------------

EXTRAS TO DATE

- | | |
|--|-------------|
| - Remove and dispose of contaminated fill from excavation | \$ 9,750.00 |
| - Remove balance of sod and replace with gravel to extend parking.
(Balance of parking area to be billed on future Certificate) | |

Total Payment Certificate 1	\$109,750.00
------------------------------------	---------------------

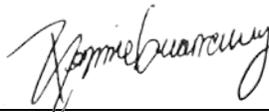
**Please make check payable to Carriageview Construction.
Due upon receipt.**

Thank you

Domenic Zavarella



This is Exhibit "HHH" 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



CARRIAGE VIEW
CONSTRUCTION

0490

**OTE ORIGINAL TRADERS ENERGY
PAYMENT CERTIFICATE TWO**

November 22, 2021

Attention: Scott Hill

Please see below payment certificate one for work complete to date.

- Framing complete including shingles, windows and doors

Payment Certificate One as per agreement

Total Payment Certificate Two

Extras to be finalized on completion

Please make check payable to Carriageview Construction.
Due upon receipt.

Thank you

Domenic Zavarella

\$100,000.00 *pd*

\$100,000.00

or
SP

Nov 22/21

*Paid
Nov. 22/21.*

1660.-1



This is Exhibit "III" 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

Payment Details

Mandy Cox, ORIGINAL TRADERS ENE
Report Creation Date :Aug 18, 2020 09:24:34 AM ET

Client Number :	2078820000 - PDB CAD - OTENERGY	Customer Name :	Scott Hill
Payment Type :	Direct Deposits	Destination Country :	CANADA
Customer Number :	SH01	File Creation Date :	Aug 18, 2020
Due Date :	Aug 18, 2020	Status :	Completed
File Creation Number :	0000		

Payment Short Name :	OTENERGY	Amount :	162,000.00
Destination Currency :	CAD - Canadian Dollar	Bank Number :	0001
Bank Name :	BANK OF MONTREAL	Branch :	37522
Account :	3015227	Payment Number :	00
Language :	English	Transaction Code :	450 - Miscellaneous Payment
Electronic Message :		Approved By :	Mandy Cox

Created By : Mandy Cox Aug 18 2020 at 09:16:16 AM ET
Last Updated By : Mandy Cox Aug 18 2020 at 09:16:16 AM ET

Payment Details

Mandy Cox, ORIGINAL TRADERS ENE
Report Creation Date :Aug 18, 2020 09:23:55 AM ET

Client Number :	2078820000 - PDB CAD - OTENERGY		
Payment Type :	Direct Deposits		
Customer Number :	MH01	Customer Name :	M One
Due Date :	Aug 18, 2020	Destination Country :	CANADA
File Creation Number :	0000	File Creation Date :	Aug 18, 2020
Status :	Completed		

Payment Short Name :	OTENERGY		
Destination Currency :	CAD - Canadian Dollar	Amount :	162,000.00
Bank Number :	0001		
Bank Name :	BANK OF MONTREAL		
Branch :	37522	Account :	1005316
Payment Number :	00	Language :	English
Transaction Code :	450 - Miscellaneous Payment		
Electronic Message :			
Approved By :	Mandy Cox		

Created By : Mandy Cox Aug 18 2020 at 09:15:01 AM ET
Last Updated By : Mandy Cox Aug 18 2020 at 09:15:01 AM ET

Script 0494

Payment Manager Activity Report

Mandy Cox, ORIGINAL TRADERS ENE
Report Creation Date : Sep 03, 2020 03:39:49 PM ET

Client Number : All

Payment Type : All

Activity Date : Any

Action : All

Status : Completed

Due Date : Any

Amount Range : All

Action: Create					
Customer Number	Customer Name	Status	Due Date	Amount	Details
CCDONT01	2584861 Ontario Inc.	Completed	Sep 03, 2020	143,000.00	View Details
MH01	M One	Completed	Sep 03, 2020	175,000.00	View Details
SH01	Scott Hill	Completed	Sep 03, 2020	175,000.00	View Details
Number Of Payments: 3		Total:		493,000.00	

Payment Manager Activity Report

Mandy Cox, ORIGINAL TRADERS ENE
Report Creation Date : Dec 23, 2020 09:01:05 AM ET

Client Number : **All**

Payment Type : **All**

Status : **Completed**

Activity Date : **Any**

Due Date : **Any**

Action : **All**

Amount Range : **All**

Action: Create					
Customer Number	Customer Name	Status	Due Date	Amount	Details
CCDONT01	2584861 Ontario Inc.	Completed	Dec 23, 2020	110,000.00	View Details
MH01	M One	Completed	Dec 23, 2020	135,000.00	View Details
SH01	Scott Hill	Completed	Dec 23, 2020	135,000.00	View Details
Number Of Payments: 3				Total:	380,000.00

**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

AFFIDAVIT OF KEELY KINLEY

I, **KEELY KINLEY**, of the City of Toronto in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am a lawyer with the law firm of Lenczner Slaght LLP, lawyers for the Respondents, Glenn Page and 2658658 Ontario Inc. ("**265**"), and, 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.

The CCAA Proceeding

2. Attached at **Exhibit "A"** is a copy of the Order of Justice Osborne granting, among other things, protection to the OTE Group (defined as the Applicants and the Limited Partnerships) under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, dated January 30, 2023 ("**Initial Order**").

3. Attached at **Exhibit “B”** is a copy of the Amended and Restated Initial Order of Justice Osborne dated February 9, 2023 (the “**ARIO**”).
4. Attached at **Exhibit “C”** is a copy of a letter from KPMG to Glenn Page, requesting various information related to the OTE Group, dated February 6, 2023 (“**Monitor Document Request**”).
5. In response to the Monitor Document Request, by letter dated March 8, 2023, Mr. Page and 265, through counsel, provided the Monitor with a ShareFile link to access various responsive documents. Attached at **Exhibit “D”** is a copy of the letter from Thornton Grout Finnigan LLP (Mr. Page’s former counsel) to counsel for the Monitor dated March 8, 2023.
6. In response to the Monitor Document Request, by email dated June 5, 2023 from Lenczner Slaght, Mr. Page and 265, through counsel, provided the Monitor with a ShareFile link to access various responsive documents. In the email, counsel advised “we would be grateful for additional information as to the specific types of documents being sought by the Monitor. As we noted, the request is unparticularized and general. We continue to await a response from Mr. Sahni in that regard.” Attached at **Exhibit “E”** is a copy of the email correspondence from Lenczner Slaght LLP to counsel for the Monitor dated June 5, 2023. I do not believe that the Monitor has particularized the Monitor Document Request.
7. By email dated July 5, 2023, Lenczner Slaght LLP advised the Monitor that Mr. Page located a copy of his email account with the Original Traders Energy domain name. On July 7, 2023, the Monitor’s counsel sought production of the email account. On July 8, 2023, Lenczner Slaght LLP produced a copy of the email account and advised that it had not reviewed the contents of the email account. Attached at **Exhibit “F”** is a copy of the email chain reflecting that exchange.

8. On September 8, 2023, Mr. Page and 265's counsel provided further responsive documentation to the Monitor. Attached at Exhibit "G" is a copy of the email correspondence enclosing further productions from Lenczner Slaght LLP to counsel for the Monitor dated September 8, 2023.

The Yacht Injunction

9. Justice Osborne granted interim relief in the form of a Mareva injunction on March 15, 2023 ("Mareva Order"). Paragraph 6 of the Mareva Order required the Mareva Respondents (i.e. Glenn Page, 265, and Mandy Cox) to prepare and provide a sworn statement to the OTE Group and the Monitor within thirty (30) business days of the date of service of the Mareva Order.

10. Attached at Exhibit "H" is a copy of the Endorsement of Justice Osborne dated March 28, 2023 ("March 28 Endorsement") requiring the disclosure of further information with respect to the enjoined assets.

11. By email dated March 30, 2023, Stockwoods LLP (former counsel to Mr. Page and 265) provided further information to counsel for the Monitor in accordance with the March 28 Endorsement. Attached at Exhibit "I" is a copy of email correspondence from Stockwoods LLP to Bennett Jones LLP.

12. Attached at Exhibit "J" is a copy of the Endorsement of Justice Osborne dated April 28, 2023, which, at paragraph 18, extended the delivery of the sworn statements under the Mareva Order to 30 days of the April 28 Endorsement, or such other date as the Mareva Respondents, the OTE Group and the Monitor agree to in writing.

13. I am advised by Jonathan Chen, a lawyer at Lenczner Slaght LLP, and verily believe that on May 24, 2023, the OTE Group, the Monitor and the Mareva Respondents agreed to extend the deadline to file a sworn statement to June 27, 2023 and later July 18, 2023.

14. On July 5, 2023, Lenczner Slaght LLP wrote to counsel for the OTE Group and the Monitor to provide the Mareva Respondents' position on the motion scheduled for July 17, 2023. Attached at **Exhibit "K"** is a copy of the letter dated July 5, 2023 from Lenczner Slaght LLP.

15. On July 7, 2023, the OTE Group's counsel responded with their position. Attached at **Exhibit "L"** is a copy of a letter dated July 7, 2023 from Aird & Berlis LLP to Lenczner Slaght LLP and Goldblatt Partners LLP.

16. Attached at **Exhibit "M"** is a copy of the July 17, 2023 Endorsement of Justice Kimmel, directing that paragraphs 6 and 7 of the Mareva Order be revisited at return of a further motion. Attached at **Exhibits "N"** and **"O"**, respectively, are copies of the Orders of Justice Kimmel dated July 17, 2023 approving the sale process for the Yacht ("**Yacht Sale Process Order**") and further extending a previous stay order ("**Stay Extension Order**").

17. On July 27, 2023, in accordance with the Yacht Sale Process Order, counsel to the Monitor wrote to Lenczner Slaght LLP with a summary of proposals relating to the boat broker. On July 31, 2023, Lenczner Slaght LLP wrote to the Monitor with proposals for insurance and a boat broker. Attached at **Exhibit "P"** is a copy of the email chain between counsel for the Monitor and Lenczner Slaght LLP.

18. On August 21, 2023, the Monitor confirmed its recommendation of Marine Max as Boat Broker in accordance with the Yacht Sale Process Order. Marine Max was the Boat Broker

recommended by Lenczner Slaght LLP. Attached at **Exhibit “Q”** is a copy of the email chain between counsel for the Monitor and Lenczner Slaght LLP.

Document Production Motion

19. On September 22, 2023, OTE USA LLC brought a motion seeking the creation and population of a data room for use in these proceedings. Attached at **Exhibit “R”** is a copy of the OTE USA LLP Motion Record.

The Mareva Respondents Move to Appoint a Chief Restructuring Officer

20. I am advised by Mr. Chen, and verily believe that on September 29, 2023, the OTE Group brought a motion for a sales process for the business and property of the OTE Group (the “**Bid Process**”) and other relief. Attached as **Exhibit “S”** is a copy of the order of the Notice of Motion for the initial Bid Process.

21. On 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 “T”** is a copy of the order of the Aide Memoire of Glenn Page and 265 in support of a motion for a CRO.

22. I am advised by Mr. Chen, and verily believe that the parties consented to amendments to the *Mareva* order, and adjourned the other motions on October 4, 2023 to October 12, 2023. Attached at **Exhibit “U”** is a copy of the endorsement of Justice Steele. Attached as **Exhibit “V”** is a copy of the order of Justice Steele.

23. I am advised by Mr. Chen that following the October 4, 2023 attendance, Lenczner Slaght LLP participated in negotiations with counsel for the Monitor with respect to the Bid Process, the proposed CRO order, and the expanded powers of the Monitor which ultimately resulted in the consent Order of October 12, 2023.

24. On October 6, 2023, the Monitor delivered its Supplement to the Monitor's Fifth Report, describing amendments to the Bid Process. Attached as **Exhibit "W"** is a copy of the Supplement to the Monitor's Fifth Report.

25. I am advised by Monique Jilesen, a lawyer at Lenczner Slaght LLP, and verily believe that Ms. Jilesen attended at a meeting with the Monitor on October 10, 2023 to address various issues in the restructuring including the bid process and document production. In attendance were the Monitor and Monitor's counsel, counsel for OTE USA, Brian Page, counsel for Mandy Cox, Ms. Jilesen as counsel for Glenn Page and 265, and KSV as advisors to Glenn Page.

26. I am advised by Ms. Jilesen that she learned for the first time at the meeting that letters had been sent to Mr. Page directly (and not counsel) with respect to AirSprint aircraft usage. Counsel for the Monitor wrote to Ms. Jilesen on October 10, 2023 with copies of the letter. Attached as **Exhibit "X"** is a copy of the email and the attachments.

27. On October 12, 2023, the Monitor also 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. I am advised by Mr. Chen, and verily believe that, as a result, Mr. Page and 265 withdrew their motion for the appointment of a Chief Restructuring Officer. Attached as **Exhibit "Y"** is a copy of the October 12, 2023 Order of Justice Kimmel and attached as **Exhibit "Z"** is a copy of

the October 12, 2023 endorsement of Justice Kimmel relating to the Bid Process and the expanded powers of the Monitor.

Financial Information

28. Attached at Exhibit “AA” is a copy of an email dated August 16, 2023 from Lenczner Slaght LLP to Bennett Jones LLP and Aird and Berlis LLP requesting production of various financial documentation related to OTE LP and OTE Logistics LP.

29. Attached at Exhibit “BB” is a copy of an email dated August 30, 2023 from Bennett Jones LLP to Lenczner Slaght LLP advising that the requested information is not permitted to be disclosed by the Monitor.

30. Attached at Exhibit “CC” is a copy of an email dated September 6, 2023 from Lenczner Slaght LLP to Bennett Jones LLP and Aird & Berlis LLP advising that the request for financial documentation is being made by a limited partner.

31. Attached at **Exhibit “DD”** is a copy of the Gen7 Fuel Management Service LP Limited Partnership Agreement.

Bid Process and Proposed Plan

32. On October 12, 2023 Mr. Starnino, as counsel to OTE USA LLP, wrote to counsel for the Monitor to make a request for the form of NDA required for the data room for the Bid Process, as well as an initial information request list. Attached as **Exhibit “EE”** is a copy of the October 12, 2023 email. Ms. Jilesen is copied on this email.

33. Also on October 12, 2023, counsel for Ms. Cox wrote to counsel to the Monitor as follows:

Further to our meeting on Monday and as discussed during that meeting, please put me in touch with the Aboriginal law practitioner with whom you have been consulting on behalf of the Monitor. It would also be helpful to have a further discussion regarding the Aboriginal law issues that arise in this matter, for example relating to the interpretation and enforceability of contracts relating to on-reserve assets and leasehold property interests of OTE LP and OTE Logistics, and relating to options for creditors for recovery from the limited partners of the OTE Group who are individuals with status under the *Indian Act* and resident on reserve.

Ms. Jilesen is copied on this email. A copy of the October 12, 2023 email from counsel for Ms.

Cox is attached as **Exhibit “FF”**.

34. On October 18, 2023, counsel for OTE USA wrote to counsel for the Monitor as follows:

Can you please confirm that the Monitor has taken steps to take control of and secure OTE LP’s Bookworks account?

As you know, our client has had concerns regarding the Monitor’s report that accounting information in respect of OTE LP is missing. Those accounts are maintained using “Bookworks”, an accounting package provided by Key Infotech, a company located in Highland, Michigan that also hosts the data.

Key Infotech’s contact information is as follows:

Jeff Lixie – President

Key Information Technologies

210 Highland Road Suite 100

Highland, MI 48357

Email - jlixie@keyinfotech.com

Tel# - 1-888-539-4630

This morning, Glenn Page was advised by Mr. Lixie that he has been told by both Scott Hill and Sandra Smoke (OTE LP’s bookkeeper) that he is not to share the OTE LP current “Bookworks” accounting files with anyone except Scott Hill or Sandra Smoke, and that under no circumstances was he to share this accounting data or the “Bookworks” file with either KPMG or Counsel for the Monitor. This advice corroborates our client’s long-standing concern that the Monitor (and perhaps Aird & Berlis) has been receiving information filtered by Scott Hill and Sandra Smoke, and which may have been altered to hide unauthorized payments to either Scott Hill and/or Sandra Smoke.

Mr. Lixie also advised that that, over a month ago, Scott Hill told him that the OTE LP's business was going to be transitioned to a new business controlled by Scott Hill and that Mr. Lixie should be prepared to move the Books and Records to the new Company. This information tends to corroborate our client's view that Scott Hill has been operating OTE LP in the course of the CCAA Proceedings in breach of the court's Initial Order and with a view to misappropriating its opportunities.

OTE USA is considering deposing Mr. Lixie in OTE LP's Chapter 15 proceedings for the purpose of obtaining his evidence. In the meantime, please confirm that Monitor has taken (or will be taking) the necessary conservatory measures, including obtaining injunctive relief to be able to access the Bookworks accounting records. The information in those records may be necessary to the Bid Process as well.

35. A copy of the October 18, 2023 email is attached as **Exhibit "GG"**.
36. On October 20, 2023, counsel for OTE USA LLP provided counsel for the Monitor with a copy of the NDA signed by Glenn Page and 265 for access to the data room. A copy of the October 20, 2023 email is attached as **Exhibit "HH"**.
37. On October 27, 2023, KSV, advisors to Glenn Page, 265, and OTE USA LLP sent the Monitor a list of information requests. A copy of the October 27, 2023 information request is attached as **Exhibit "II"**.
38. On November 1, 2023, counsel to OTE USA LLP wrote to counsel to the Monitor enclosing copies of prior information requests which had not yet been answered. A copy of the November 1, 2023 email is attached as **Exhibit "JJ"**.
39. On November 2, 2023, counsel for the Monitor wrote to respond to the requests expressing the view that "the information requests go well beyond what is required in the Bid Process." Nevertheless, the Monitor advised that it had responded to certain of the requests:

The Monitor has now updated the Bid Process data room to provide documents responsive to the questions relevant to the Bid Process, including: 1) a summary of the proofs of claim filed pursuant to the Claims Procedure; 2) a description of the fuel blending equipment that the Monitor understands is situated on the leased premises; and 3) redacted 2023 sales and volume data summarized by customer.

Attached as **Exhibit “KK”** is a copy of Bennett Jones’ November 2, 2023 letter.

40. On November 6, 2023, OTE USA’s counsel responded to the November 2, 2023 letter and delivered a draft CCAA Plan Term Sheet on a confidential and without prejudice basis. For the purposes of this motion, redactions have been made to the draft CCAA Plan Term Sheet. Attached as **Exhibit “LL”** is a copy of the November 6, 2023 letter and attached as **Exhibit “MM”** is a copy of the redacted draft CCAA Plan Term Sheet.

41. I am advised by Mr. Chen, and verily believe that on November 7, 2023, Mr. Brian Page and a representative of KSV Advisory, an advisory and restructuring firm, attended at the Monitor’s offices to review proofs of claim filed in this CCAA Proceeding.

The Motion For a Worldwide Mareva Over the Assets of Mr. Page, 265, and Mandy Cox

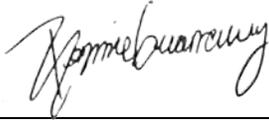
42. I am advised by Mr. Chen, that on November 8, 2023 at 10:56 p.m., counsel for the Monitor delivered its materials for an order expanding and extending the initial Mareva Order to restrain Glenn Page, Mandy Cox, and 265 from dealing with any of their assets, returnable November 11, 2023.

43. On November 9, 2023, Lenczner Slaght LLP wrote to counsel for the Monitor to provide the Mareva Respondents’ position on the motion scheduled for November 10, 2023. Attached at **Exhibit “NN”** is a copy of the letter dated November 9, 2023 from Lenczner Slaght LLP.

The Property – 118 Main Street North

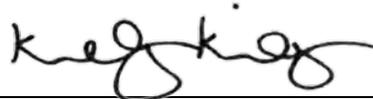
44. Attached at **Exhibit “OO”** is a copy of the signed offer dated August 28, 2023 (“**APS**”) for the property with the address 118 Main Street North in Hamilton, Ontario (“**Property**”).
45. Attached at **Exhibit “PP”** is a copy of the Amendment to the APS respecting the home inspection.
46. Attached at **Exhibit “QQ”** is a copy of an Amendment to the APS dated October 5, 2023 which amends the closing date stipulated as February 27, 2024 under the APS to November 30, 2023.
47. Attached at **Exhibit “RR”** is a copy of the parcel register for the Property retrieved on November 9, 2023 which reflects an existing charge on the Property by the Bank of Nova Scotia.
48. Attached at **Exhibits “SS”** is a copy of the instrument for the Property retrieved on November 9, 2023 which reflects a charge on the Property by the Royal Bank of Canada, registered on October 16, 2020.
49. Attached at **Exhibits “TT” and “UU”** are copies of the instruments for the Property retrieved on November 9, 2023 reflecting a charge on the Property by the Bank of Nova Scotia, registered on November 2, 2022, and the discharge of the Property by the Royal Bank of Canada registered on November 15, 2022.

SWORN by Keely Kinley in the City of Toronto, before me on November 10, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

BONNIE GREENAWAY



KEELY KINLEY

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) MONDAY, THE 30TH
JUSTICE OSBORNE) DAY OF JANUARY, 2023

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

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

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Hill Affidavit**"), the second affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Second Hill Affidavit**"), the pre-filing report of the proposed monitor, KPMG Inc. ("**KPMG**") dated January 27, 2023 (the "**Pre-Filing Report**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for Royal Bank of Canada ("**RBC**") and such other counsel who were present, and on reading the consent of KPMG to act as the monitor (the "**Monitor**"),

SERVICE

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

DEFINED TERMS

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

APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, *inter alia*, one or more of the OTE Group.

POSSESSION OF PROPERTY AND OPERATIONS

5. THIS COURT ORDERS that the OTE Group shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the OTE Group shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The OTE Group are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the OTE Group shall be entitled to continue to utilize the central cash management system currently in place as described in the Hill Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the OTE Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the OTE Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any future Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the OTE Group shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the OTE Group in respect of these proceedings, at their standard rates and charges;
- (c) with the consent of the Monitor and the OTE Group, amounts owing for goods or services actually supplied to any of the OTE Group prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of \$6,375,000, if such third party is critical to the Business and ongoing operations of the OTE Group; and
- (d) amounts owing to the Ministry of Finance relating to an agreement reached with the Ministry of Finance on January 26, 2023 regarding the extension of certain fuel and gas tax licenses.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the OTE Group shall be entitled but not required to pay all reasonable expenses incurred by the OTE Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) any payments required by RBC under the existing credit facilities extended by RBC to certain of the OTE Group; and
- (c) payment for goods or services actually supplied to the OTE Group following the date of this Order.

9. THIS COURT ORDERS that the OTE Group shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the OTE Group in connection with the sale of goods and services by the OTE Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any

nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the OTE Group.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the OTE Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the OTE Group and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the OTE Group are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the OTE Group to any of its creditors as of this date, save and except for RBC; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

CARVE-OUT

12. THIS COURT ORDERS that RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

RESTRUCTURING

13. THIS COURT ORDERS that the OTE Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;

- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the OTE Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. THIS COURT ORDERS that the OTE Group shall provide each of the relevant landlords with notice of the OTE Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the OTE Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the OTE Group, or by further Order of this Court upon application by the OTE Group on at least two (2) days notice to such landlord and any such secured creditors. If the OTE Group disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the OTE Group's claim to the fixtures in dispute.

15. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the OTE Group and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the OTE Group in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY

16. THIS COURT ORDERS that until and including February 9, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, tribunal, agency or other legal or, subject to paragraph 19, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of the OTE Group or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the OTE Group and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the OTE Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the Stay Period does not apply to the rights and remedies of RBC as it pertains to security provided by the OTE Group in favour of RBC.

NO EXERCISE OF RIGHTS OR REMEDIES

18. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), other than RBC, against or in respect of the OTE Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the OTE Group and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the OTE Group to carry on any business which the OTE Group is not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that notwithstanding Section 11.1 of the CCAA, all rights and remedies of provincial and federal regulators and/or border authorities that have authority with respect to the importation and exportation of fuel, petroleum, diesel and/or gasoline against or in respect of the OTE Group or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended during the

Stay Period except with the written consent of the OTE Group and the Monitor, or leave of this Court on notice to the Service List, such that no licenses held by any of the OTE Group may be revoked or expire during the Stay Period and same are further extended during the course of these CCAA proceedings.

NO INTERFERENCE WITH RIGHTS

20. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the OTE Group, except with the written consent of the OTE Group and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

21. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the OTE Group or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the OTE Group, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the OTE Group, and that the OTE Group shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the OTE Group in accordance with normal payment practices of the OTE Group or such other practices as may be agreed upon by the supplier or service provider and each of the OTE Group and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-

advance any monies or otherwise extend any credit to the OTE Group. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the OTE Group with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the OTE Group whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the OTE Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the OTE Group or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. THIS COURT ORDERS that the OTE Group shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the OTE Group after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. THIS COURT ORDERS that the directors and officers of the OTE Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$250,000**, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 36 and 38 herein.

26. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the OTE Group's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. THIS COURT ORDERS that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the OTE Group with the powers and obligations set out in the CCAA or set forth herein and that the OTE Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the OTE Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the OTE Group's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the OTE Group in its development of the Plan and any amendments to the Plan;
- (d) assist the OTE Group, to the extent required by the OTE Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;
- (f) compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");

- (g) require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;
- (h) conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

29. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

30. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. THIS COURT ORDERS that the Monitor shall provide any creditor of the OTE Group with information provided by the OTE Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the OTE Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the OTE Group may agree.

32. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the OTE Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the OTE Group as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order, by the OTE Group as part of the costs of these proceedings. The OTE Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the OTE Group on a weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers in the approximate amount of **\$950,000** to be held by them as security for payment of their respective fees and disbursements outstanding for certain pre- and post-filing costs.

34. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

35. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the OTE Group's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$500,000**, as

security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 36 and 38 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

36. THIS COURT ORDERS that the priorities of the existing security held by RBC (the “**RBC Security**”), the Directors’ Charge and the Administration Charge, as among them, shall be as follows:

First – RBC Security;

Second – Administration Charge; and

Third – Directors’ Charge.

37. THIS COURT ORDERS that the filing, registration or perfection of the Directors’ Charge, the Administration Charge or the RBC Security (collectively, the “**Charges**”) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

38. THIS COURT ORDERS that each of the Directors’ Charge, the Administration Charge and the RBC Security (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person.

39. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the OTE Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors’ Charge, the Administration Charge or the RBC Security, unless the OTE Group also obtains the prior written

consent of the Monitor and the beneficiaries of the Directors' Charge, the RBC Security and the Administration Charge, or further Order of this Court.

40. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the RBC Security shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the OTE Group, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the OTE Group of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the OTE Group entering into the creation of the Charges; and
- (c) the payments made by the OTE Group pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

41. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the OTE Group's interest in such real property leases.

SERVICE AND NOTICE

42. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the OTE Group of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

43. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

44. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html>>’.

45. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the OTE Group and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the OTE Group's creditors or other interested parties at their respective addresses as last shown on the records of the OTE Group and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

47. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the OTE Group, the Business or the Property.

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

49. THIS COURT ORDERS that each of the OTE Group and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

50. THIS COURT ORDERS that any interested party (including the OTE Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days

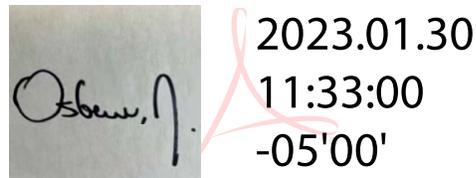
notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

51. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

52. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

SEALING RELIEF

53. THIS COURT ORDERS that the Second Hill Affidavit shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the earlier of (a) the vacating of the sealing order appended as Exhibit B to the Second Hill Affidavit (the "**Foreign Sealing Order**"), without being replaced by another sealing order granted by a court of a foreign jurisdiction, (b) the vacating of any sealing order that may granted by a court of a foreign jurisdiction to replace the Foreign Sealing Order, or (c) further Order of this Court.



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OSBORNE, J.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

INITIAL ORDER

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Lawyers for the OTE Group

0527

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 9TH
JUSTICE OSBORNE) DAY OF FEBRUARY, 2023

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

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

AMENDED AND RESTATED INITIAL ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order amending and restating the Initial Order (the "**Initial Order**") dated January 30, 2023 (the "**Initial Filing Date**") was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Hill Affidavit**"), the second affidavit of Scott Hill sworn January 27, 2023 and the Exhibits thereto (the "**Second Hill Affidavit**"), the third affidavit of Scott Hill sworn February 7, 2023 and the Exhibits thereto (the "**Third Hill Affidavit**") the pre-filing report of the proposed monitor, KPMG Inc. ("**KPMG**") dated January 27, 2023 (the "**Pre-Filing Report**"), the first report of KPMG dated February 8, 2023 (the "**First Report**") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for Royal Bank of Canada ("**RBC**") and such other

counsel who were present, and on reading the consent of KPMG to act as the monitor (the “**Monitor**”),

SERVICE

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

DEFINED TERMS

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

APPLICATION

3. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies. Although not Applicants, the Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**") between, *inter alia*, one or more of the OTE Group.

POSSESSION OF PROPERTY AND OPERATIONS

5. THIS COURT ORDERS that the OTE Group shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the OTE Group shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The OTE Group are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or

employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. THIS COURT ORDERS that the OTE Group shall be entitled to continue to utilize the central cash management system currently in place as described in the Hill Affidavit or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the OTE Group of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the OTE Group, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any future Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. THIS COURT ORDERS that the OTE Group shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the OTE Group in respect of these proceedings, at their standard rates and charges;
- (c) with the consent of the Monitor and the OTE Group, amounts owing for goods or services actually supplied to any of the OTE Group prior to the date of this Order by third party suppliers, up to a maximum aggregate amount of \$6,375,000, if such third party is critical to the Business and ongoing operations of the OTE Group; and

- (d) amounts owing to the Ministry of Finance relating to an agreement reached with the Ministry of Finance on January 26, 2023 regarding the extension of certain fuel and gas tax licenses.

8. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the OTE Group shall be entitled but not required to pay all reasonable expenses incurred by the OTE Group in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) any payments required by RBC under the existing credit facilities extended by RBC to certain of the OTE Group; and
- (c) payment for goods or services actually supplied to the OTE Group following the date of this Order.

9. THIS COURT ORDERS that the OTE Group shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the OTE Group in connection with the sale of goods and services by the OTE Group, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the OTE Group.

10. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the OTE Group shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the OTE Group and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. THIS COURT ORDERS that, except as specifically permitted herein, the OTE Group are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the OTE Group to any of its creditors as of this date, save and except for RBC; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

CARVE-OUT

12. THIS COURT ORDERS that RBC shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA.

RESTRUCTURING

13. THIS COURT ORDERS that the OTE Group shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the OTE Group to proceed with an orderly restructuring of the Business (the "**Restructuring**").

14. THIS COURT ORDERS that the OTE Group shall provide each of the relevant landlords with notice of the OTE Group's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the OTE Group's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the OTE Group, or by further Order of this Court upon application by the OTE Group on at least two (2) days notice to such landlord and any such secured creditors. If the OTE Group disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the OTE Group's claim to the fixtures in dispute.

15. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the OTE Group and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the OTE Group in respect of such lease or leased premises, provided that nothing

herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY

16. THIS COURT ORDERS that until and including April 28, 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court, tribunal, agency or other legal or, subject to paragraph 19, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of the OTE Group or the Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the OTE Group and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the OTE Group or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

17. THIS COURT ORDERS that the Stay Period does not apply to the rights and remedies of RBC as it pertains to security provided by the OTE Group in favour of RBC.

NO EXERCISE OF RIGHTS OR REMEDIES

18. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, regulatory body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), other than RBC, against or in respect of the OTE Group or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the OTE Group and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the OTE Group to carry on any business which the OTE Group is not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. THIS COURT ORDERS that subject to paragraph 20 and notwithstanding Section 11.1 of the CCAA, those rights and remedies of provincial and federal regulators and border authorities that have authority with respect to the importation and exportation of fuel, petroleum,

diesel or gasoline against or in respect of the OTE Group or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, which would materially impair the operation of OTE Group as a going concern, including the revocation or expiry of applicable licenses held by any member of the OTE Group, are hereby stayed and suspended during the Stay Period except with the written consent of the OTE Group and the Monitor, or leave of this Court obtained by motion on no less than ten (10) days' notice to the Service List, such that any applicable license held by any member of the OTE Group is otherwise extended during the Stay Period.

20. THIS COURT ORDERS that nothing in this Order shall prevent any government or regulatory agency or body from taking any action it deems necessary:

- (a) to protect public or employee health and/or safety;
- (b) to address exigent environmental contamination, hazards or other adverse effects; or
- (c) to investigate and prosecute criminal and quasi-criminal offences under federal or provincial laws, but enforcement of monetary orders arising therefrom are stayed subject to further order of this Court.

NO INTERFERENCE WITH RIGHTS

21. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the OTE Group, except with the written consent of the OTE Group and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

22. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the OTE Group or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the OTE Group, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of

such goods or services as may be required by the OTE Group, and that the OTE Group shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the OTE Group in accordance with normal payment practices of the OTE Group or such other practices as may be agreed upon by the supplier or service provider and each of the OTE Group and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

23. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the OTE Group. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

24. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the OTE Group with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the OTE Group whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the OTE Group, if one is filed, is sanctioned by this Court or is refused by the creditors of the OTE Group or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

25. THIS COURT ORDERS that the OTE Group shall jointly and severally indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers of the OTE Group after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

26. THIS COURT ORDERS that the directors and officers of the OTE Group shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$2,250,000**, as security for the indemnity provided in paragraph 25 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.

27. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the OTE Group's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 25 of this Order.

APPOINTMENT OF MONITOR

28. THIS COURT ORDERS that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the OTE Group with the powers and obligations set out in the CCAA or set forth herein and that the OTE Group and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the OTE Group pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

29. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the OTE Group's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the OTE Group in its development of the Plan and any amendments to the Plan;

- (d) assist the OTE Group, to the extent required by the OTE Group, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;
- (f) compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");
- (g) require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;
- (h) conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

30. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

31. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated,

might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

32. THIS COURT ORDERS that the Monitor shall provide any creditor of the OTE Group with information provided by the OTE Group in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the OTE Group is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the OTE Group may agree.

33. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

34. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the OTE Group shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the OTE Group as part of the costs of these proceedings, whether incurred prior to, on, or subsequent to the date of this Order, by the OTE Group as part of the costs of these proceedings. The OTE Group is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the OTE Group on a weekly basis and, in

addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, retainers in the approximate amount of **\$950,000** to be held by them as security for payment of their respective fees and disbursements outstanding for certain pre- and post-filing costs.

35. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the OTE Group's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of **\$500,000**, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. THIS COURT ORDERS that the priorities of the existing security held by RBC (the "**RBC Security**"), the Directors' Charge and the Administration Charge, as among them, shall be as follows:

First – RBC Security;

Second – Administration Charge; and

Third – Directors' Charge.

38. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the RBC Security (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the

Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

39. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the RBC Security (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

40. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the OTE Group shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge or the RBC Security, unless the OTE Group also obtains the prior written consent of the Monitor and the beneficiaries of the Directors' Charge, the RBC Security and the Administration Charge, or further Order of this Court.

41. THIS COURT ORDERS that the Directors' Charge, the Administration Charge and the RBC Security shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the OTE Group, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the OTE Group of any Agreement to which it is a party;

- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the OTE Group entering into the creation of the Charges; and
- (c) the payments made by the OTE Group pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

42. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the OTE Group's interest in such real property leases.

SERVICE AND NOTICE

43. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the OTE Group of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

44. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

45. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service->

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<<https://home.kpmg/ca/en/home/services/advisory/deal-advisory/creditorlinks/original-traders-energy-group.html>>.

46. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the OTE Group and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the OTE Group’s creditors or other interested parties at their respective addresses as last shown on the records of the OTE Group and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

48. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the OTE Group, the Business or the Property.

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

assist the OTE Group and the Monitor and their respective agents in carrying out the terms of this Order.

50. THIS COURT ORDERS that each of the OTE Group and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

51. THIS COURT ORDERS that any interested party (including the OTE Group and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

52. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

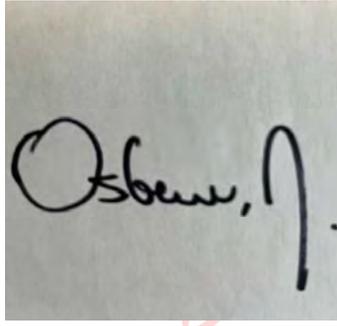
53. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

SEALING RELIEF

54. THIS COURT ORDERS that the Second Hill Affidavit shall be and is hereby sealed, kept confidential, and shall not form part of the public record until the earlier of (a) the vacating of the sealing order appended as Exhibit B to the Second Hill Affidavit (the “**Foreign Sealing Order**”), without being replaced by another sealing order granted by a court of a foreign jurisdiction, (b) the vacating of any sealing order that may granted by a court of a foreign jurisdiction to replace the Foreign Sealing Order, or (c) further Order of this Court.

INITIAL ORDER AND INITIAL FILING DATE

55. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for above.



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

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

Steven Graff (LSO# 31871V)
Miranda Spence (LSO# 60621M)
Tamie Dolny (LSO#77958U)
Samantha Hans (LSO# 84373H)

Tel: 416.863.1500
Fax: 416.863.1515

Lawyers for the OTE Group

0547

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY



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

Telephone (416) 777-8500
 Fax (416) 777-3364
 Internet www.kpmg.ca

Glenn Page

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

SENT VIA EMAIL & COURIER

February 6, 2023

Dear Glenn Page,

Re: Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP and Original Traders Energy LP (collectively, the "**OTE Group**")

You are receiving this letter as a former director, officer, employee, contractor, representative or agent of one or more of the OTE Group entities.

As you may be aware, the OTE Group was granted protection under the *Companies' Creditors Arrangement Act* ("**CCAA**") by the Ontario Superior Court of Justice (*Commercial List*) (the "**Court**") on January 30, 2023, and KPMG Inc. ("**KPMG**") was appointed by the Court as monitor (the "**Monitor**"). Enclosed is a copy of the CCAA initial order (the "**Initial Order**") along with a copy of the Endorsement of Justice Osborne dated January 30, 2023 (the "**Endorsement**").

As noted in paragraph 28(e)(f)(g)(h) of the Initial Order, in addition to the Monitor's powers pursuant to the CCAA, the Monitor has been empowered by the Court to, amongst other things:

- 28(e) *have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the OTE Group, to the extent that is necessary to adequately assess the OTE Group's business and financial affairs or to perform its duties arising under this Order;*
- 28(f) *compel the production, from time to time, from any Person having possession, custody or control of any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group (the "**Requested Information**");*
- 28(g) *require any Requested Information to be delivered within thirty (30) days of the Monitor's request or such a longer time period as the Monitor may agree to in its discretion;*
- 28(h) *conduct investigations from time to time, including examinations under oath of any Person reasonably thought to have knowledge relating to the Requested Information;*

Justice Osborne, in paragraph 53 of his Endorsement specifically noted the need for the above powers of the Monitor, including the power to compel the release of such Requested Information and conduct



examinations under oath, if required.

As a former director, officer, employee, contractor, representative or agent of one or more of the OTE Group entities, you may have Requested Information in your possession or control or you may be aware of the whereabouts of Requested Information. With the powers provided by the Initial Order and the Endorsement of Justice Osborne, the Monitor is formally requesting and requiring that you immediately provide to the Monitor any and all financial, banking, tax, operational and other information and documents in your possession or control, in any form whatsoever, including, without limitation, electronic and/or paper books, records, statements, documentation, and data of or related to the OTE Group and/or any entities related to the OTE Group.

Pursuant to the Initial Order, the Monitor requests and requires that you provide copies of all correspondence (i.e., letters, returns, emails, texts) between yourself and any stakeholder of any entity of the OTE Group or other person relating to the business and/or operations of any OTE Group entity, including owners, employees (past and present), banks, tax or regulatory authorities, suppliers, customers, or any other related or third party persons doing business with the OTE Group. To be clear, the Monitor requires that all information in your possession or control related to any OTE Group entity be immediately provided to the Monitor without delay and/or any restrictions.

To the extent that any Requested Information is not in your possession or control but you are aware of the whereabouts of such Requested Information, the Monitor requests and requires that you forthwith provide the Monitor with the location of the Requested Information and cooperate with the Monitor in facilitating access to such Requested Information. This includes, without limitation, any Requested Information that may be in storage, computer servers or the cloud.

To facilitate the collection of the Requested Information, the Monitor is willing to attend at your home, offices or wherever the Requested Information is located. If in electronic format, the Monitor will attend with appropriate cyber forensic personnel to copy and image such information, or the computer drives and/or servers containing the Requested Information.

As noted in the Initial Order, the above Requested Information is to be provided to the Monitor within 30 days of this letter. Please note all Requested Information in your possession or control must be safeguarded, preserved and maintained in its original format and there must be absolutely no destruction, relocation, alteration or tampering with of any Requested Information. In addition, to the extent you are aware of any Requested Information in the possession of a third party, the Monitor requests and requires that you inform them of this requirement to safeguard, preserve and maintain the Requested Information and to contact the Monitor forthwith to enable the Monitor to obtain that Requested Information.

This request for information is not intended to obtain any solicitor-client privileged information without appropriate protocols to protect such solicitor-client privilege. If you are concerned that certain information should not be released to the Monitor for any reason, we will require a formal response from you within 15 days of the date of this letter with details as to what information you are not willing to release and provide reasons for such non-release. Upon receipt of such letter, we will review with legal counsel and consider whether it is necessary to seek direction of the Court. If you have any questions as it may relate to this letter, please don't hesitate to reach out to the following representatives of the Monitor: Paul van Eyk at pvaneyk@kpmg.ca or 416-777-8281 or Duncan Lau at duncanlau@kpmg.ca or 416-476-2184.



We look forward to receiving the Requested Information as soon as possible and thank you in advance for such efforts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul van Eyk'. The signature is fluid and cursive, with a large initial 'P'.

Paul van Eyk

President

KPMG Inc., in its capacity as Court appointed Monitor of the OTE Group

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

March 8, 2023

VIA EMAIL

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

Bennett Jones LLP
 100 King Street West, Suite 3400
 First Canadian Place
 Toronto, ON M5X 1A4

Attention: Paul van Eyk

Attention: Raj Sahni

Dear Mr. van Eyk and Mr. Sahni:

**Re: In the Matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended and in the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. (collectively, the "Applicants")
 Court File No.: CV-23-00693758-00CL (the "CCAA Proceedings")**

As you know, we are restructuring counsel to Glenn Page and 2658658 Ontario Inc. ("**GPMC Holdings**"). We have copied Stockwoods LLP, litigation counsel to Mr. Page and GPMC Holdings. Please direct all future correspondence to both law firms.

We are in receipt of the letter dated February 6, 2023 from Mr. van Eyk to Mr. Page. Reference is also made to the Amended and Restated Initial Order dated February 9, 2023 (the "**ARIO**"). Capitalized terms used herein that are not otherwise defined shall have the meaning given to them in the ARIO.

As discussed during our phone conversation on February 17, 2023, Mr. Page has been working and continues to work diligently to provide any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the OTE Group, that are in his or GPMC Holdings' possession, custody or control (the "**Requested Information**"). As previously communicated to you, Mr. Page intends to deliver the Requested Information, although this will require some additional time. Mr. Page requests that he and GPMC Holdings have at least 30 more days. While Mr. Page hopes that this will be enough time, it is possible that an additional extension may be required.

While we appreciate that the ARIO has granted the Monitor with broad investigative powers and understand the Monitor's desire to receive all relevant documents related to the OTE Group, we note that the Requested Information sought in the February 6 letter is entirely unparticularized and general in nature. It would help Mr. Page to prioritize his searches and respond more quickly if the Monitor could compile a more specific list of information it is seeking.

The Requested Information in Mr. Page and GPMC Holdings' Possession, Custody and Control

Mr. Page has spent considerable time searching for and collecting the Requested Information. Electronic copies of such documents have been uploaded to the following ShareFile link: <https://tgf.sharefile.com/d-s9abdd21ff46943c18f06451935730761>. The ShareFile link includes the following documents:

- (a) the Original Traders Energy LP Minute Book, which includes:
 - (i) Limited Partnership Profile as at March 29, 2018;
 - (ii) Declaration under the *Limited Partnership Act*;
 - (iii) Amending Agreement to the Limited Partnership Agreement dated March 15, 2018;
 - (iv) Original Traders Energy LP Limited Partnership Agreement dated July 5, 2017;
 - (v) Undated Resolution of the Board of Directors of Original Traders Energy Ltd.;
 - (vi) Resolution of the Board of Directors of Original Traders Energy Ltd. dated March 15, 2018;
 - (vii) Resolution of the Limited Partners of Original Traders Energy LP dated March 12, 2018;
 - (viii) Release and Indemnity Agreement dated March 12, 2018;
 - (ix) Partners Register as of March 12, 2018;
 - (x) Units Register as of March 12, 2018; and
 - (xi) Unit Certificates.
- (b) Unaudited and Unsigned Financial Statements of Original Traders Energy LP dated December 31, 2020; and
- (c) Undated Memorandum from Gowling WLG to Miles Hill re: Operation of Original Traders Energy LP.

We understand that the Monitor would like to receive documents on a rolling basis. Electronic copies of further documents constituting Requested Information will be uploaded to the Sharefile website as they become available.

Information Regarding the Whereabouts of Other Information

Your letter of February 6 asked that Mr. Page advise the Monitor if he is aware of the whereabouts of any additional information related to the OTE Group that is not in the possession, custody and control of Mr. Page or GPMC Holdings (“**Other Information**”). Mr. Page is the current President of Gen 7 Brands International Inc. (“**Gen 7 Brands**”) and an officer of 27453864 Ontario Inc. (c.o.b.a. GPMC Management Services) (“**GPMC Management Services**”).

Mr. Page advises that GPMC Management Services has electronic and physical documents relating to OTE Logistics LP (“**OTE Logistics**”). Mr. Page also advises that Gen 7 Brands has electronic and physical documents related to OTE LP.

Mr. Page is also aware of certain Other Information that was formerly in the possession, custody, and control of GPMC Management Services, but was delivered to representatives of the OTE Group after Mr. Page’s termination as President of OTE.

Mr. Page is aware of the following sources of certain Other Information:

- (a) **SilverLine server and accounting system:** OTE LP’s server was initially located at the office at Unit A, 1110 Highway 54, Caledonia, on the Six Nations of the Grand River First Nations Reserve. Following two hacking and ransom incidents that affected this server, OTE LP retained the services of Silverline Solutions in or around early 2020, and started using a cloud-based server hosted by Silverline Solutions.

OTE Logistics started using this same Silverline-supplied cloud-based server in 2021 for files and records outside the financial bookkeeping system that was held under a service contract by GPMC Management Services. Prior to that, OTE Logistics’ server was located at the OTE blending site on the Six Nations of the Grand River First Nations Reserve.

- (b) **Claybar Contracting Inc.:** Claybar Contracting Inc. (“**Claybar**”) was originally a limited partner in OTE LP, eventually selling its units to the other limited partners in or around August 2019. Since the formation of OTE LP, Claybar has served as its corporate secretary. In this capacity, Claybar maintained records regarding partnership meetings, including resolutions passed at those meetings, as well as records regarding the distributions made to the limited partners. Claybar also served as a consultant and contractor to the OTE Group, assisting in the construction of various OTE Group projects, including the construction of its blending sites. In

addition, representatives of Claybar, Brian DeNobriga and Nick Capretta, were present at many meetings with the limited partners of OTE LP, including the meeting in July 2022 at which Mr. Page was terminated as President of OTE.

Furthermore, it is Mr. Page's understanding that the following persons have possession, custody or control of certain Requested Information: GPMC Management Services, Brian Page, and Gen7 Brands. We understand that the Monitor will separately receive responses from the other persons with possession, custody or control of the Requested Information.

Finally, Mr. Page notes the Monitor's request that all Requested Information in Mr. Page's possession, custody, and control must be safeguarded, preserved, and maintained in its original format and there must be no destruction, relocation, alteration or tampering with any of the Requested Information. Mr. Page understands and confirms that any of the Requested Information in his possession, custody and control have been preserved and maintained in their original format.

We are happy to discuss this matter further and look forward to confirmation in respect of the extension of time.

Yours truly,

Thornton Grout Finnigan LLP



Mitchell W. Grossell

cc: Stockwoods LLP
Client

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

From: [Jonathan Chen](#)
To: [Paul van Eyk \(pvaneyk@kpmg.ca\)](#); [Raj Sahni](#)
Cc: [Monique Jilesen](#); [Keely Kinley](#)
Subject: OTE CCAA
Date: Monday, June 5, 2023 10:40:21 AM
Attachments: [image001.png](#)

Dear Mr. van Eyk and Mr. Sahni:

As you know, we are counsel to Glenn Page and 2658658 Ontario Inc. (GPMC Holdings).

In response to the Requested Information as defined in your letter of February 6, 2023, below is a password protected link to access a further set of responsive documents:

<https://litigate.sharefile.com/d-s6a26348c27ac4256b39bc60188014b38>

We understand that the Monitor would like to receive documents a rolling basis and responsive document sets will be provided as they become available. Mr. Page continues to work diligently and additional time will be required to complete the review. If timing poses an issue, please let us know.

Lastly, as we previously discussed with Mr. Sahni, we would be grateful for additional information as to the specific types of documents being sought by the Monitor. As we noted, the request is unparticularized and general. We continue to await a response from Mr. Sahni in that regard.

Thank you.

Jonathan



Jonathan Chen*

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This e-mail may contain legally privileged or confidential information. This message is intended only for the recipient(s) named in the message. If you are not an intended recipient and this e-mail was received in error, please notify us by reply e-mail and delete the original message immediately. Thank you. Lenczner Slaght LLP.

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

0560

From: [Jonathan Chen](#)
To: [Raj Sahni](#)
Cc: [Paul van Eyk \(pvaneyk@kpmg.ca\)](#); [Lau, Duncan](#); [Steve Graff](#); [mhenderson@airdberlis.com](#); [Monique Jilesen](#); [Keely Kinley](#); [Tamie Dolny](#); [Gard, Chris](#); [Jim Patterson](#); [Thomas Gray](#)
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]
Date: Saturday, July 8, 2023 1:53:02 PM
Attachments: [image001.png](#)
[image002.png](#)

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>
Sent: Friday, July 7, 2023 11:39 AM
To: Jonathan Chen <jchen@litigate.com>; Steve Graff <sgraff@airdberlis.com>; mhenderson@airdberlis.com; Monique Jilesen <mjilesen@litigate.com>; Keely Kinley <kkinley@litigate.com>; Tamie Dolny <tdolny@airdberlis.com>
Cc: Paul van Eyk (pvaneyk@kpmg.ca) <pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>; Gard, Chris <cgard@kpmg.ca>; Jim Patterson <PattersonJ@bennettjones.com>; Thomas Gray <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
BennettJones.com

From: Jonathan Chen <jchen@litigate.com>
Sent: Wednesday, July 5, 2023 11:03 PM
To: Steve Graff <sgraff@airdberlis.com>; Raj Sahni <SahniR@bennettjones.com>;
mhenderson@airdberlis.com
Cc: Monique Jilesen <mjilesen@litigate.com>; Keely Kinley <kkinley@litigate.com>
Subject: RE: In the Matter of the Compromise or Arrangement of Original Traders Energy Ltd. and 2496750 Ontario Inc. - Court File No. CV-23-00693758-00 [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

130 Adelaide St W
Suite 2600
Toronto, ON
Canada M5H 3P5
www.litigate.com

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The contents of this message may contain confidential and/or privileged subject matter. If this message has been received in error, please contact the sender and delete all copies. If you do not wish to receive future commercial electronic messages from Bennett Jones, you can unsubscribe at the following link: <http://www.bennettjones.com/unsubscribe>

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

0564

From: [Jonathan Chen](#)
To: [Raj Sahni](#); [Paul van Eyk \(pvaneyk@kpmg.ca\)](#)
Cc: [Monique Jilesen](#); [Keely Kinley](#); [Lauren Nixon](#)
Subject: RE: OTE CCAA
Date: Friday, September 8, 2023 1:52:38 PM
Attachments: [image001.png](#)

Dear Mr. van Eyk and Mr. Sahni:

As you know, we are counsel to Glenn Page and 2658658 Ontario Inc. (GPMC Holdings).

In response to the Requested Information as defined in your letter of February 6, 2023, below is a password protected link to access a further set of responsive documents:

<https://litigate.sharefile.com/d-scdd6fa5c87694f8b9128a8e90afb8952>

Thank you.

Jonathan



[Jonathan Chen](#)*

T 416-865-3553
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This e-mail may contain legally privileged or confidential information. This message is intended only for the recipient(s) named in the message. If you are not an intended recipient and this e-mail was received in error, please notify us by reply e-mail and delete the original message immediately. Thank you. Lenczner Slaght LLP.

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

0566



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: CV-23-00693758-00CL DATE: March 28, 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: *ORIGINAL TRADERS ENERGY LTD et al*

BEFORE: **MR JUSTICE OSBORNE**

PARTICIPANT INFORMATION

For Applicant:

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny	OTE Group	647-426-2306 / tdolny@airdberlis.com
Samantha Hans	OTE Group	416-837-3260 / shans@airdberlis.com

For Respondent:

Name of Person Appearing	Name of Party	Contact Info
Fredrick Schumann	2658658 Ontario Inc. & Glenn Page	416-593-2490 / Fredricks@stockwoods.ca
Dan Goudge	2658658 Ontario Inc. & Glenn Page	416-593-2497 / dang@stockwoods.ca

Others in Attendance:

Name of Person Appearing	Name of Party	Contact Info
Adam Mortimer	Ministry of Finance	416-559-0216 / adam.mortimer@ontario.ca
Steven Groeneveld	Ministry of Finance	905-431-8380 / s.groeneveld@ontario.ca
Natai Shelsen	Mandy Cox	416-979-4384 / nshelsen@goldblattpartners.com
Raj Sahni	Counsel for the Monitor KPMG Inc.	416-777-4804 / sahnir@bennettjones.com
Chris Gard	KPMG Inc. (Monitor)	416-777-8214 / cgard@kpmg.ca
Duncan Lau	KPMG Inc. (Monitor)	416-476-2184 / duncanlau@kpmg.ca
Paul Van Eyk	KPMG Inc. (Monitor)	647-622-6586 / pvaneyk@kpmg.ca
Edward Park	Canada Revenue Agency	647-292-9368 / Edward.park@justice.gc.ca

ENDORSEMENT OF JUSTICE OSBORNE:

[1] The parties attended today for the return of *Mareva* relief I granted by order dated March 15, 2023. Today's date was scheduled on the consent of all counsel to accommodate personal and other commitments.

[2] Defined terms in this Endorsement have the meaning given to them in my Endorsement of March 22 by which I gave reasons for my March 15 order.

[3] There were two main issues before me today: a request for additional information relating to the Yacht, and the setting of a schedule for the return of this motion.

[4] Counsel for the Respondents confirmed that, subsequent to my March 15 order, the Yacht returned from the Bahamas to Florida where it is today. It is, however, moored at a temporary slip and the Respondents propose to move it to the marina located at Hollywood, Florida from which it departed a few days prior to the March 15 motion. Before it is moved, however, the OTE Group and the Monitor want certain information.

[5] Counsel for the Respondents will provide to counsel for the OTE Group and the Monitor as soon as possible but in any event within 48 hours the name and contact information for the Captain of the Yacht and a copy of the insurance policy on the Yacht. The GPS locator system onboard the Yacht is not functioning. It is unclear when it will be repaired. If it cannot be repaired immediately, the Respondents will obtain a portable GPS locator unit, and undertake that it will remain on board the Yacht and operational so that its location can be tracked at any time and continuously.

[6] Once that information has been provided, the Yacht will be moved to the marina at Hollywood, Florida and will remain there unmoved until further order of this Court.

0568

[7] The parties will advise me via email from the Court-appointed Monitor no later than 4:30 PM on Friday, March 30, whether the above noted information and GPS operational capability has been provided and confirmed. If it has not been, the parties may if necessary schedule a brief attendance before me to discuss the timing of next steps. Counsel for the Respondents has undertaken to provide the material and information as soon as possible and all parties are in agreement that the Yacht will not be moved until it is provided.

[8] The parties wish collectively to agree among themselves on a schedule for the exchange of materials and the return date for this motion, which is agreeable to me. They will agree upon a schedule and the Monitor will provide that to me as soon as possible, preferably with two alternative hearing return dates for the motion. I will then schedule the return of the motion and advise the parties via email to the Monitor, or if that cannot be done, I will schedule a brief case conference.

[9] For greater certainty, my earlier order remains in effect pending the return of the motion and any further order of this Court.

A handwritten signature in black ink that reads "Osborne, J." The signature is written in a cursive, flowing style.

Justice Osborne

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

From: [Fredrick Schumann <FredrickS@stockwoods.ca>](mailto:FredrickS@stockwoods.ca)
To: sahnir@bennettjones.com
Cc: [Mitch Grossell](mailto:Mitch.Grossell); [Deborah Palter](mailto:Deborah.Palmer); [Dan Goudge](mailto:Dan.Goudge); [Tamie Dolny](mailto:Tamie.Dolny); shans@airdberlis.com; [Natai Shelsen](mailto:Natai.Shelsen); cgard@kpmg.ca; duncanlau@kpmg.ca; pvaneyk@kpmg.ca
Subject: RE: Document from Court Registrar (MAR 28)
Date: Thursday, March 30, 2023 11:15:51 AM
Attachments: [image567669.png](#)
[image307813.png](#)
[image522197.png](#)
[Binder Azimut S7_REF-22GMI00768.pdf](#)

Mr. Sahni,

Further to Justice Osborne's Endorsement of March 28, 2023, we write to provide the following information.

1. The Captain of the Yacht is GL Harvie. Mr. Harvie can be reached by phone at either 802-825-5435 or 561-247-4421. His email address is canambtv@gmail.com.
2. The AIS system on the Yacht was repaired yesterday by Raymarine (Mr. Page incurred out-of-pocket costs for this to expedite its repair) and has been turned on.
3. A copy of the Yacht's insurance policy is attached.

We have been informed by Mr. Page that on March 28, the Captain, on his own initiative, moved the Yacht from Stock Island Yacht Club and Marina in Key West, FL, to Loggerhead Marina in Hollywood, FL, where the Yacht is now docked. Mr. Page and the Captain have both advised us that Mr. Page did not instruct the Captain to move the Yacht. Nor did Mr. Page know that it was being or had been moved until he was contacted by the Captain yesterday morning to inform Mr. Page that the Yacht was now at the Loggerhead Marina. The Captain has advised us that he understood his instructions to be to take care of the Yacht, and that he alone made the decision to reposition the Yacht, given that it needed to vacate the slip at Stock Island Yacht Club and Marina by today, and other commitments prevented him from moving it yesterday and today. The Captain informed us that he was not provided with a copy of Justice Osborne's Order and that he did not understand that he was prohibited from moving the Yacht.

Mr. Goudge of our office has now informed Mr. Harvie that the Yacht cannot be moved without further Order of the Court.

Sincerely,

Fredrick Schumann

Partner



TD North Tower
Suite 4130 - 77 King Street West
Toronto, Ontario, Canada M5K 1H1

Direct: 416-593-2490
Fax: 416-593-9345
Mobile: 647-962-7823

 www.stockwoods.ca  FredrickS@stockwoods.ca

Disclaimer: This message is intended only for the persons to whom it is addressed. It should not be read by, or delivered to any other person, as it may contain privileged or confidential information. If you have received this message in error, please notify us immediately by replying to the sender.

From: Bachew, Kevin (MAG) <Kevin.Bachew@ontario.ca>

Sent: Tuesday, March 28, 2023 2:50 PM

To: Tamie Dolny <tdolny@airdberlis.com>; shans@airdberlis.com; Fredrick Schumann <FredrickS@stockwoods.ca>; Dan Goudge <dang@stockwoods.ca>; Mortimer, Adam (MAG) <Adam.Mortimer@ontario.ca>; s.groeneveld@ontario.ca; nshelsen@goldblattpartners.com; sahnir@bennettjones.com; cgard@kpmg.ca; duncanlau@kpmg.ca; pvaneyk@kpmg.ca; Edward.park@justice.gc.ca

Cc: Anissimova, Alsou (JUD) <Alsou.Anissimova@ontario.ca>; Shulist, Amy (MAG) <Amy.Shulist@ontario.ca>; Fraser, June (MAG) <June.Fraser@ontario.ca>

Subject: Document from Court Registrar (MAR 28)

Good Afternoon,

Please see attached the signed Endorsement from His Honor, Mister Justice Osborne, released today Tuesday March 28, 2023.

Kevin Bachew

CCR / Assistant Coordinator
Ministry of the Attorney General
Civil Court Staffing Office
330 University Ave., 5th Fl.
Toronto, ON M5G 1R7
E. kevin.bachew@ontario.ca

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

0573



**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00693758-00CL **DATE:** 28 April 2023

Registrar: Dawa Sangyal

NO. ON LIST: 1

TITLE OF PROCEEDING: ORIGINAL TRADERS ENERGY LTD et al
BEFORE JUSTICE OSBORNE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny, Samantha Hans	Original Traders Energy Ltd.	tdolny@airdberlis.com shans@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Edward Park	Canada Revenue Agency	edward.park@jsutice.gc.ca
Adam Mortimer, Steven Groeneveld	Ministry of Finance	adam.mortimer@ontario.ca s.groeneveld@ontario.ca
Jessica Orkin	Mandy Cox	jorkin@goldblattpartners.com

Name of Person Appearing	Name of Party	Contact Info
Jonathan Chen & Keeley Kinley	Glenn Page & 2658658 Ontario Inc.	jchen@litigate.com kkinley@litigate.com
Raj Sahni	KPMG Inc., Court-appointed Monitor	sahnir@bennettjones.com
Jana Smith	Brian Page & 11222074 Canada Ltd	jsmith@gsh.com
Brendan MacArthur-Stevens, Christopher Keliher	AirSprint Inc.	brendan.macarthur-stevens@blakes.com

ENDORSEMENT OF JUSTICE OSBORNE:

1. The Applicants move for various relief today, including a stay extension through to August 4, 2023, approval of the Third Report of the Monitor and the activities described therein, an increase in the maximum aggregate amount of critical supplier payment authorization for pre-filing expenses to \$6,625,000, and an Information Order relating to the provision of certain information from a third party.
2. Defined terms in this Endorsement have the meaning given to them in the motion materials, the Third Report of the Monitor, and/or my earlier Endorsements made in this proceeding.
3. As a preliminary matter, certain of the principal Respondents have, since the last Court appearance in this matter, retained new counsel who practised with my former firm. This was disclosed to the Court by the Applicants on notice to all other parties. All parties confirmed their consent to this matter being returnable before me today.
4. At the outset of the hearing today, those Respondents represented by my former firm confirmed to that they were not opposing any of the relief sought. More importantly, I canvassed with all parties any potential issue, and there was no opposition from any party to my hearing the motions returnable today.
5. At the conclusion of the hearing, I canvassed with all counsel my suggestion that I would continue to manage this proceeding to maximize efficiency, but that if there were any substantive issue in respect of which those Respondents represented by my former firm were taking a contested position, the parties, preferably through the offices of the Court-appointed Monitor, should advise the Commercial List office well in advance, in order that appropriate steps could be taken, such as scheduling another judge of the Commercial List to deal with any matter or aspect of this matter as may be necessary.
6. With that preliminary matter addressed, I turn now to the merits of the relief being sought today. None of the relief sought by the Applicants is opposed, and it is supported and recommended by the Monitor.
7. Since I made the Initial Order, the OTE Group has continued business operations, largely in the ordinary course while, at the same time, investigations with respect to those matters addressed in the Initial Order in my Endorsement of the same date, remain ongoing.
8. With respect to the extension of the stay of proceedings which currently expires tomorrow, April 28, I am satisfied that an extension is appropriate as requested to August 4, 2023. This will afford a continuation of the stabilized environment within which the operations of the Applicants and the OTE Group can operate while the various ongoing issues continue to be addressed. The projected cash flows appended to the Third Report of the Monitor reflect that cash flow should afford the Applicants sufficient liquidity to continue operations through the proposed stay extension period.
9. The Applicants also seek today a Claims Procedure Order (“CPO”). I am satisfied that this is appropriate at this time. Continued progress in this restructuring requires a call for claims in order that the Applicants, assisted by the Monitor and for the benefit of all stakeholders, can understand the universe of claims and potential claims to be advanced.
10. The draft CPO contemplates a call for claims in four categories: pre-filing claims, restructuring period claims, pre-filing D&O claims and restructuring period D&O claims.
11. The CPO also contemplates a claims bar date of June 27, 2023 (or, for Restructuring Claims, 30 days after the Monitor sends a Claims Package) and the appointment of claims officers, if required, on a motion by the OTE Group or the Monitor.

12. I am satisfied that the proposed CPO can and should be made here pursuant to section 11 of the CCAA. It very closely follows the procedure implemented by Justice McEwen in *Just Energy Group Inc.*, CV-21-00658423-00CL.
13. I observe with respect to the CPO that The Ministry of Finance reserves all rights to argue, if necessary, that the appeal process provided under the *Gas Tax Act* and the *Fuel Tax Act* must be followed in the event that a Notice of Assessment is disputed. The Monitor and the OTE Group reserve all rights to respond accordingly.
14. The CRA reserves all rights to argue, if necessary, that the appeal process provided under the *Income Tax Act (Canada)*, *Excise Tax Act (Canada)* and *Tax Court of Canada Act (Canada)* must be followed in the event that a Notice of Assessment is disputed. The Monitor and the OTE Group reserve all rights to respond accordingly.
15. I am also satisfied that the proposed information order ought to be made, to authorize and direct Airsprint to provide information requested by the Monitor or its counsel. I am satisfied that this information is important to enable the Monitor to understand the current financial position of the OTE Group for the benefit of stakeholders.
16. The increase in the maximum authorized amount for critical supplier payments is largely for fuel and tax, and is also appropriate here.
17. Finally, it is also appropriate to approve the Monitor's reports and activities: *Re Target Canada Co.*, 2015 ONSC 7574 and *Laurentian University of Sudbury*, 2022 ONSC 2927. This allows any concerns of stakeholders to be addressed and permit the Court an opportunity to consider whether the activities of the Monitor have been conducted in a prudent manner.
18. By way of housekeeping, affidavits referred to in paragraph 6 of the injunctive order dated March 15, 2023 (the "Injunctive Order") shall be delivered within 30 days of this endorsement, or such other date as the Mareva Respondents (as defined in the Injunctive Order), the OTE Group and the Monitor agree in writing.
19. For all of the above reasons, orders to go in the form signed by me today which are effective immediately and without the necessity of issuing and entering.

Oleew, J.

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

July 5, 2023

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

VIA EMAIL

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

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

Dear Counsel:

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

As you know, we represent Glenn Page and 2658658 Ontario Inc. and Goldblatt Partners LLP represents Mandy Cox. Glenn Page, 2658658 Ontario Inc. and Mandy Cox are referred to below as the "Mareva Respondents". With the consent of counsel for Ms. Cox, this letter is provided on behalf of the Mareva Respondents.

We write with respect to the motion currently scheduled in the above-noted matter for July 17, 2017 before Justice McEwen at 11:00 a.m. At that motion, we understand that the OTE Group will be seeking, among other relief, an order for the approval of a sale process for the subject yacht and a continuation of the Injunctive Order as modified by the March 28, 2023 and April 28, 2023 Endorsements.

The Mareva Respondents' position on that motion will be in part that the Injunctive Order is no longer necessary. As you know from our discussions over the last few months, the Mareva Respondents consent to a preservation of and sale of the yacht, provided that the sales process is managed by an experienced boat broker and handled in a commercially reasonable manner, and the determination of the proceeds of the sale is reserved to a later date. In these circumstances, there is no need to continue the Injunctive Order. The yacht will be preserved and no risk of dissipation exists.

We believe it is beneficial and economical to all parties to resolve this motion on a consent basis. Should the OTE Group maintain its relief for a continuation of the Injunctive Order despite our clients' position set out above, we intend to rely on this letter at the return of the motion on July 17, 2023.

We would be pleased to discuss the above at a mutually convenient time.

Yours truly,

A handwritten signature in black ink, appearing to be 'Monique Jilesen', written in a cursive style.

Monique Jilesen

cc: Jonathan Chen, Keely Kinley, *Lenczner Slaght LLP*
Jessica Orkin, Natai Shelsen, *Goldblatt Partners LLP*

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

0580



Martin J. Henderson
Direct: 416.865.7725
E-mail: mhenderson@airdberlis.com

July 7, 2023

BY EMAIL

Monique Jilesen (mjilesen@litigate.com)
Lenczner Slaght LLP
130 Adelaide St W
Suite 2600
Toronto ON M5HG 3P5

- and -

Jessica Orkin (jorkin@goldblattpartners.com)
Goldblatt Partners LLP
20 Dundas Street W
Suite 1039
Toronto ON M5G 2C2

Dear Ms. Jilesen and Ms. Orkin:

**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]**

I am in receipt of your letter dated July 5, 2023, and thank you for same.

The parties' without prejudice discussions did not conclude in an agreement on terms modifying the Mareva injunction order. Accordingly, OTE's motion returnable on July 17, 2023, will deal only with the non-controversial matters of a second stay extension order, approval of the Monitor's next report, insurance, the usual generic terms, and the scheduling of a half-day hearing to deal with the remaining issues. The Monitor may seek any further directions as it deems appropriate as Court officer.

The Mareva respondents are required by paragraph 6 of the Injunctive Order, dated March 15, 2023, to provide to OTE and the Monitor, within 30 business days of service of that Order, a sworn statement explaining where all funds used to purchase the vessel and components described in Schedule "A" originated from.

July 7, 2023
Page 2

OTE and the Monitor have agreed to grant your clients two extensions, and that sworn statement is now due to be delivered on July 18, 2023. They have had more than enough time to comply with their obligations in that regard.

Yours truly,
AIRD & BERLIS LLP



Martin J. Henderson
Partner

- c. Steven Graff
- Tamie Dolny
- Samantha Hans
- Raj Sahni
- Thomas Gray
- Jonathan Chen

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

0583



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-23-00693758-00CL HEARING DATE: JULY 17, 2023 19 July 2023

NO. ON LIST: 2

TITLE OF PROCEEDING: Original Traders Energy Ltd. et al.

BEFORE JUSTICE: KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Tamie Dolny	Lawyers for the Applicants	tdolny@airdberlis.com
Samantha Hans		shans@airdberlis.com
Martin Henderson		mhenderson@airdberlis.com
Steven Graff		sgraff@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Massimo (Max) Starnino	Counsel for OTE USA LLC	max.starnino@paliareroland.com
Joseph Berger		joseph.berger@paliareroland.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Monique J. Jilesen	Lawyers for Glenn Page and 2658658 Ontario Inc.	mjilesen@litigate.com
Keely Kinley		kkinley@litigate.com
Christopher Keliher	Lawyers for AirSprint Inc.	christopher.keliher@blakes.com
Brendan MacArthur-Stevens		brendan.macarthurstevens@ blakes.com
Raj S. Sahni	Counsel for the Monitor	sahnir@bennettjones.com

Thomas Gray		grayt@bennettjones.com
Jana Smith	Lawyers for Brian Page and 11222074 Canada Ltd.	jsmith@gsnh.com
Natai Shelsen	Lawyers for Mandy Cox, 2745384 Ontario Inc., Alderville Gas Ltd., Kellie Hodgins, Gen 7 Brands International Inc., Oneida Gen7 LP, French River Gen7 LP, Rankin Gen7 LP, Jocko Point Gen7 LP, Curve Lake Gen7 LP, Sarnia Gen 7 LP, Walpole Gen7 LP, Roseneath Gen7 LP	nshelsen@goldblattpartners.com
Steven Groeneveld	Counsel for the Ministry of Finance	Steven.Groeneveld@ontario.ca
Adam Mortimer	Counsel for the Ministry of Attorney General	adam.mortimer@ontario.ca

ENDORSEMENT OF JUSTICE KIMMEL:

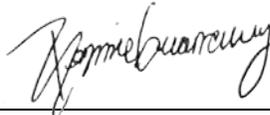
1. On or about January 30, 2023, Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("249" and with OTE GP, the "Applicants") obtained an initial order (the "Initial Order") before the Ontario Superior Court of Justice (Commercial List) (the "Court") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") granting the Applicants protection under the CCAA and other related relief, with a view to allowing the Applicants an opportunity to restructure its business and affairs. The Applicants' CCAA proceedings are referred to herein as the "CCAA Proceedings").
2. While OTE Logistics LP ("OTE Logistics") and Original Traders Energy LP ("OTE LP") are not Applicants in this proceeding, relief was extended to both OTE Logistics and OTE LP (together, the "Limited Partnerships"), which are related to and carry on operations that are integral to the business of the Applicants. The OTE Group includes both the Applicants and the Limited Partnerships.
3. The Initial Order also appointed KPMG Inc. as the CCAA monitor in these CCAA Proceedings (in such capacity, the "Monitor").
4. On or about February 9, 2023, the Court issued an amended and restated initial order (the "ARIO") under the CCAA which, inter alia, expanded certain charges and extended the Stay Period (as defined in the Initial Order) to April 28, 2023.

5. On April 28, 2023 the Honourable Justice Osborne granted an Order extending the stay of proceedings to August 4, 2023 and an Order authorizing and directing the Monitor to carry out the claims process as described therein (separately, the "Stay Extension Order" and the "Claims Procedure Order").
6. In the interim, on March 15, 2023, this Court issued an injunction (the "Injunction Order") which, inter alia, restrained Glenn Page ("Page"), Mandy Cox ("Cox") and 26586558 Ontario Inc. ("265", a corporation that Page controls with Cox, his spouse, who is also a former employee of the OTE Group) from selling, removing, dissipating, alienating, transferring, assigning, encumbering or similarly dealing with a seventy-foot yacht from the Italian ship builder Azimut Benetti, named "Cuz We Can", more particularly described at Schedule "A" to the Injunction Order (the "Italian Yacht").
7. On July 11, 2023, counsel to the Mareva Respondents served motion record (the "Mareva Respondents' Record") seeking relief for: (i) an Order setting aside the Injunction Order; or, (ii) in the alternative, an extension of the deadline to file sworn statements in accordance with the Injunction Order.
8. Various other orders have also been obtained, and Chapter 15 proceedings under the US Bankruptcy Code have been commenced, over the intervening months since the Initial Order was granted.
9. The OTE Group presently seeks orders:
 - a. further extending the Stay (the "Second Stay Extension Order");
 - b. approving the Fourth Report of the Monitor and the activities set out therein (the "Fourth Report");
 - c. authorizing and directing the addition of OTE GP as a loss payee on the current Insurance Policy (as defined in the Sixth Hill Affidavit) for the Italian Yacht; and
10. The OTE Group also seeks scheduling assistance from to deal with, inter alia, issues arising from the Injunction Order and the Mareva Respondents' Record.
11. The immediate relief sought was for the most part on consent, subject to the court relieving the Mareva Respondents of their obligations under paragraphs 6 and 7 of the Mareva Order pending the return of their motion setting aside the Injunction Order.
12. After some discussion and upon the guidance and direction of the court, the proposed orders arising out of this attendance have been revised and are no longer opposed. All parties recognize that there is some urgency to selling the Yacht as there may be a problem obtaining insurance for it when the current insurance expires in August (whereas it is expected that the Yacht can be insured by the broker who is engaged to sell it under the proposed sale process).
13. The Stay Extension Order and the revised Yacht Sales Process and AirSprint Proceeds Order, both dated July 17, 2023, may issue in the forms signed by me today.
14. The Mareva Respondents Motion to set aside the Injunction Order has been scheduled for a full day on October 4, 2023. Counsel shall agree upon a timetable for the pre-hearing steps for that motion that ensures that all material (including a reply factum of up to five pages double spaced if deemed appropriate) to have been delivered and uploaded into the appropriate bundle in CaseLines by no later than Friday September 29, 2023. The obligations of the Mareva Respondents under paragraphs 6 and 7 of the Injunction Order shall be revisited at the return of their motion if the Injunction Order is not being set aside.
15. OTE USA may request a 9:30 scheduling appointment in respect of its intended motion after it has served its motion record.
16. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.



KIMMEL J.
July 19, 2023

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

THE HONOURABLE)	MONDAY, THE 17 TH
)	
JUSTICE KIMMEL)	DAY OF JULY, 2023

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

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

**ORDER RE: YACHT SALE PROCESS
AND AIRSPRINT PROCEEDS**

THIS MOTION, made by the Applicants, Original Traders Energy LP, and OTE Logistics LP (collectively, the "**OTE Group**") for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and the Monitor's request for directions in connection therewith, were heard this day by judicial videoconference via Zoom in Toronto, Ontario.

WHEREAS on March 15, 2023, this Court heard a motion by the OTE Group (the "**Mareva Injunction Motion**") that was attended and contested by Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**").

WHEREAS this Court issued an interim Order in respect of the Mareva Injunction Motion in the form of a *Mareva* injunction (the "**Injunctive Order**") restraining the Mareva Respondents from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to the Injunctive Order and to this Order (the

"**Italian Yacht**"), and certain other relief against third parties who may be in possession of or have records relating to the Italian Yacht.

AND WHEREAS at the return of the Injunctive Order on March 28, 2023, this Court directed, by way of the Endorsement of Justice Osborne (the "**March 28, 2023 Endorsement**"), that the Mareva Respondents provide additional information to KPMG Inc. as Court-appointed monitor (the "**Monitor**") relating to the Italian Yacht, including the insurance policy on the Italian Yacht, and further directed that once that information has been provided, the Italian Yacht will be moved to the marina at Hollywood, Florida and will remain there unmoved until further Order of this Court.

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

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

AND WHEREAS on April 27, 2023, this Court issued an Order (the "**AirSprint Order**") that, inter alia, authorized and directed AirSprint Inc. ("**AirSprint**") to provide to the Monitor or its counsel any requested information relating to the OTE Group, the OTE Group Affiliates (as defined in the AirSprint Order) or any third party owned, controlled by, or otherwise related to the OTE Group Affiliates, and AirSprint holds certain interests in aircraft and the proceeds from the sale thereof in which the OTE Group claims an interest.

AND WHEREAS in the fourth report of the Monitor dated July 12, 2023 (the "**Fourth Report**"), the Monitor sought directions of this Court to commence a sale process in respect of the Italian Yacht through a Boat Broker (as defined below) and sought directions to for an Order requiring AirSprint to pay over to the Monitor in trust all funds currently held by AirSprint

ON READING the affidavit of Scott Hill sworn July 10, 2023 and the Exhibits thereto, the Fourth Report, and on hearing the submissions of counsel for the OTE Group, counsel for the Monitor, counsel for the Mareva Respondents along with all additional parties in attendance and represented per the counsel slip, and upon being advised of the consent of the OTE Group, the Mareva Respondents and AirSpring, and that no other party opposes this order,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Motion Record of the OTE Group dated July 10, 2023 and the Fourth Report herein is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

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

YACHT SALE PROCESS

3. **THIS COURT ORDERS** that the Italian Yacht shall be sold as soon as practicable pursuant to the following process:

- (a) Within 5 business days of the date of this Order, the Monitor shall select one or more boat dealers or brokers (the "**Boat Broker**") in Florida to market the Italian Yacht for sale in a prudent and commercially reasonable manner based upon the Boat Broker's experience and advice. The Monitor shall inform the OTE Group and the Mareva Respondents, including the related companies of the Mareva Respondents, GPMC Holdings International Inc. and CWC International Inc. (the "**Related Companies**") (together, the "**Affected Parties**") of its selection and provide the Affected Parties with a summary of the information relied upon to select the Boat Broker (the "**Broker Information**"). All notices and information to be provided to the Affected Parties pursuant to this Yacht Sale Process shall be delivered via email to (i) Aird & Berlis LLP on behalf of the OTE Group, and (ii) Lenczner Slaght LLP and Goldblatt Partners LLP on behalf of the Mareva

Respondents and the Related Companies. Such notices and information shall be deemed to have been delivered effective as at the time and date shown as sent by the Monitor or its counsel's email account.

- (b) The Monitor shall use commercially reasonable judgement in selecting the Boat Broker, and shall consider, among other things, the Boat Broker's experience, commissions charged, and whether the Boat Broker will agree to pay the costs associated with moving, insuring, maintaining and storing the Italian Yacht until it is sold (the "**Interim Costs**").
- (c) Once the Monitor has informed the Affected Parties of its selection and provided them with the Broker Information, the Affected Parties shall be provided 5 business days to object to the Monitor's selection by informing the Monitor and other Affected Parties of the objection and reasons therefor. Should the Monitor and the Affected Parties be unable to resolve the objection in a timely manner, the Monitor or any Affected Party may schedule a case conference before this Court on three days' notice.
- (d) If the Monitor has been informed that there are no objections from the Affected Parties, or if the Monitor has not been informed of any objections more than 5 business days after informing the Affected Parties of its selection of the Boat Broker, the Monitor shall inform the Boat Broker of its selection.
- (e) Forthwith following the selection of the Boat Broker, Glenn Page will direct that the Italian Yacht be moved from its current location at Hollywood Marina to the Boat Broker's marina or another marina in Florida agreed upon by the OTE Group, the Monitor, and the Mareva Respondents, where the Italian Yacht shall remain until it is sold or this Court orders otherwise.
- (f) In the event that the contract with the Boat Broker does not include payment of some or all of the Interim Costs, the costs shall be paid by Glenn Page.

- (g) The payor of the Interim Costs shall be entitled to reimbursement of such costs supported with receipts (the "**Reimbursable Costs**") out of the proceeds of sale after payment of the Boat Broker's commission.
- (h) The Boat Broker shall report to the Monitor and the Affected Parties on the status of the marketing and sale process for the Italian Yacht as necessary and no less than once every 14 days. The Boat Broker shall promptly disclose any offer received in respect of the Italian Yacht to the Monitor and the Affected Parties.
- (i) The Monitor, in consultation with the Boat Broker and using commercially reasonable judgement, shall decide whether to proceed with a sale of the Italian Yacht pursuant to any offer received, and shall provide the Affected Parties with notice of its intention to proceed with a sale and the sale agreement or offer relating to the proposed sale transaction (the "**Proposed Sale Agreement**").
- (j) Once the Monitor provides the Affected Parties with notice of its intention to proceed with a sale and the Proposed Sale Agreement, the Affected Parties shall be provided 5 business days to object to the Monitor's proposed sale by informing the Monitor and other Affected Parties of the objection. Should the Monitor and the Affected Parties be unable to resolve the objection in a timely manner, the Monitor or any Affected Party may bring a motion on the Commercial List of the Ontario Superior of Justice on 24-hours' notice to seek approval of any offer received in respect of the Italian Yacht.
- (k) If the Monitor and the Affected Parties agree in writing on a proposed sale, or if the Monitor has not been informed of any objections more than 5 business days after informing the Affected Parties, the sale may proceed without further Court approval, and the Mareva Respondents shall promptly ensure that all necessary documents are executed to accept the offer.
- (l) Copies of the insurance policy for the Italian Yacht and any replacement insurance to take effect upon the expiry of the insurance policy in existence at the date of this

Order (collectively, the "**Insurance Policy**") shall be provided by the Mareva Respondents forthwith to the OTE Group and the Monitor.

- (m) The net proceeds from the sale of the Italian Yacht, after payment of the Boat Broker's commission and the Reimbursable Costs, shall be paid to and held by the Monitor in trust pending judicial determination of the claims, liens, and entitlements to such proceeds as between the OTE Group entities, the Monitor, the Mareva Respondents, and the Related Companies or any of them.

AIRSPRINT PROCEEDS

4. **THIS COURT ORDERS** that the \$5,482,779.85 and any accrued interest thereon that is currently being held in trust by AirSprint on account of net proceeds and receipts from the sale of property including aircraft interests that were purchased or financed from funds sent to AirSprint by any OTE Group entity or affiliate thereof shall forthwith be remitted to the Monitor, to be held by the Monitor in trust pending judicial determination of the claims and entitlements to such proceeds as between the OTE Group entities and the Mareva Respondents or any of them.

5. **THIS COURT ORDERS** that the payment by AirSprint to the Monitor of the \$5,482,779.85 that is currently being held in trust by AirSprint and any accrued interest thereon is without prejudice to: (i) the rights of Monitor and the OTE Group right to seek payment from AirSprint of any other or further monies or property or proceeds to which any entity of the OTE Group may claim an interest in, including without limitation in connection with the sale or use of any aircraft or fractional ownership, leases or other interests therein paid for or financed with funds from any OTE Group entity or affiliate thereof (the "**OTE Claimed AirSprint Property**"); and (ii) the rights of AirSprint to defend against any such claims made by the OTE Group or the Monitor in respect of any other or further amounts.

6. **THIS COURT ORDERS** that AirSprint shall not sell, encumber or dispose of any further OTE Claimed AirSprint Property without five business days' notice to the Monitor.

DETERMINATION OF ENTITLEMENT TO PROCEEDS

7. **THIS COURT ORDERS** that after the sale of the Italian Yacht, the Monitor, in consultation with counsel for the Mareva Respondents and the OTE Group, shall schedule a case conference before this Court to seek directions regarding subsequent steps relating to the determination of the rights, interests, encumbrances, liens and entitlements of any of the OTE Group entities, the Monitor, and any of the Mareva Respondents or the Related Companies, in and to the proceeds of the Italian Yacht and the OTE Claimed AirSprint Property.

GENERAL

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

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

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



Digitally signed by Jessica
Kimmel
Date: 2023.07.19 15:22:42
-04'00'

SCHEDULE "A"**ASSETS:****COLLATERAL DESCRIPTION**

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

COMMON DESCRIPTION

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

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

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

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

Proceedings commenced at Toronto

**ORDER
(Yacht Sale Process & OTE Claimed AirSprint
Property)**

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

Raj Sahni (LSO# 42942U)
Email: SahniR@bennettjones.com
Tel: (416) 777-4804

Thomas Gray (LSO# 82473H)
Email: GrayT@bennettjones.com
Tel: (416) 777-7924

Lawyers for the Monitor

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

THE HONOURABLE)	MONDAY, THE 17 TH
)	
JUSTICE KIMMEL)	DAY OF JULY, 2023

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

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

STAY EXTENSION ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order amending and restating the Initial Order (the “**Initial Order**”) dated January 30, 2023 was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

WHEREAS on March 15, 2023, this Court issued an interim Order in the form of a *Mareva* injunction (the “**Injunctive Order**”) restraining Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the “**Mareva Respondents**”), from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule “A” to the Injunctive Order and to this Order (the “**Yacht**”), and certain other relief against third parties who may be in possession of or have records relating to the Yacht.

ON READING the Notice of Motion of the Applicants, the Fourth Report (the “**Fourth Report**”) of KPMG Inc. in its capacity as Court-appointed monitor (the “**Monitor**”), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (collectively, the “**OTE Group**”), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn July 11, 2023 and filed: