

5.2 Payments of Distributions

Distributions pursuant to this Article will be paid by cheque or wire transfer in lawful money of Canada. The transfer of such funds by the Partnership will be deemed to be payment of the distribution represented thereby.

The General Partner, in its sole discretion, may make distributions to the Partners in the form of securities or other property held by the Partnership. Any non-cash distribution shall be subject to such conditions and restrictions as the General Partner determines are required or advisable to ensure compliance with applicable law. In furtherance of the foregoing, the General Partner may require that the Limited Partner execute and deliver such documents as the General Partner may deem necessary or appropriate to ensure compliance with all securities laws that apply to such distribution and any further transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on transfer with respect to such laws.

5.3 Repayment of Excess Distribution

If, as determined by the General Partner, any Limited Partner has received a distribution which exceeds the entitlement of such Limited Partner, such Limited Partner must forthwith repay to the Partnership the amount thereof upon receipt of notice to such effect from the General Partner, and, if such amount is not immediately repaid, the General Partner may deduct such amount from any subsequent distribution otherwise required to be made to such Limited Partner.

5.4 Reinvestment

For greater certainty, Section 5.1 is subject to the right of the General Partner as set out in Section 7.2 to reinvest Net Income and net proceeds from the sale of Partnership property in furtherance of the business of the Partnership described in Section 2.3.

5.5 Allocations of Income and Loss

- (a) Net Income and Net Loss for accounting purposes shall be determined by the General Partner in accordance with GAAP, consistently applied, and all such determinations shall be binding on the Limited Partner. The General Partner shall have the right to adopt a different method of accounting than specified.
- (b) Net Income and Net Loss shall be allocated between the General Partner and the Limited Partners at the end of the fiscal year as follows:
 - (i) 0.1% to the General Partner; and
 - (ii) 99.9% to the Limited Partners.
- (c) The General Partner shall have the right, in computing Taxable Income and Taxable Loss, to adopt different treatments of particular items and to make and revoke such elections on behalf of the Partnership and the Partners as the General Partner deems to be appropriate in order to comply with the provisions of any taxing legislation and reflect the terms of this Agreement.
- (d) Subject to the following sentence, Taxable Income and Taxable Loss, the Partnership's income or loss from a particular source or a source in a particular place and all capital

gains and capital losses and all other amounts that may be allocated by the Partnership for tax purposes shall be allocated to the Partners at the end of the fiscal year in the same proportions as amounts are allocated to the Partners pursuant to Subsection 5.5(b). For tax and accounting purposes, amounts recognized as income, gains, losses, deductions or credits of the Partnership for income tax purposes in a Fiscal Year but not taken into account in Subsection 5.5(b) in such Fiscal Year shall be allocated for income tax purposes among the Partners on the basis on which they would be allocated pursuant to Subsection 5.5(b) as if such amounts were taken into account in computing net income or loss of the Partnership, and the allocation of income, loss, capital gains and capital losses and all other amounts for income tax purposes in subsequent Fiscal Years shall be made taking such prior allocations into account.

ARTICLE 6 COVENANTS OF THE PARTNERS

6.1 Covenants of the General Partner

The General Partner hereby covenants and agrees:

- (a) to maintain appropriate books of account and records relative to the operation of its business and financial condition and relative to the Business and the Partnership;
- (b) not to carry on any business other than the Business;
- (c) to give prompt notice to the Limited Partners upon the occurrence of any default or any Event of Default or any event, circumstance or matter which may reasonably be expected to have a material adverse effect on the financial condition of the Partnership;
- (d) to give to the Limited Partners prompt written notice of any material adverse change in the condition of the business, financial or otherwise, of the General Partner or the Partnership;
- (e) to give to the Limited Partners prompt written notice of all actions, suits, litigation or other proceeding commenced or threatened against the General Partner or the Partnership;
- (f) not amalgamate, consolidate, or merge with any other person, and not enter into any partnership or joint venture with any other person; and
- (g) to deliver and provide to the Limited Partners the following:
 - (i) a quarterly update, including customary operational and financial reporting; and
 - (ii) all other information and/or documentation that the Limited Partner may request, acting reasonably.

ARTICLE 7
POWERS, DUTIES AND OBLIGATIONS OF GENERAL PARTNER

7.1 Powers, Duties and Obligations

The General Partner has:

- (a) unlimited liability for the debts, liabilities and obligations of the Partnership;
- (b) subject to the terms of this Agreement and to the Act, the full and exclusive right, power and authority to manage, control, administer and operate the undertaking, business and affairs of the Partnership and to make decisions regarding the undertaking, business and affairs of the Partnership; and
- (c) the full and exclusive right, power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying out the business of the Partnership for and on behalf of and in the name of the Partnership.

Any action taken by the General Partner on behalf of the Partnership is deemed to be the act of the Partnership and binds the Partnership. A person in dealing with the General Partner acting on behalf of the Partnership is not required to inquire into the authority of the General Partner to bind the Partnership and is entitled to rely conclusively upon the power and authority of the General Partner as set out in this Agreement.

7.2 Specific Powers and Duties

Without limiting the generality of the foregoing, the General Partner will have, subject to this Agreement, full power and authority for and on behalf of, and in the name of, the Partnership to:

- (a) enter into any agreement on behalf of the Partnership;
- (b) acquire property, both real and personal, of any description;
- (c) borrow money from time to time, to draw, make, execute and issue promissory notes, evidences of notes, evidences of indebtedness and other negotiable or non-negotiable instruments and to secure the payment thereof by mortgage, charge, debenture, hypothecation, pledge or by the creation of any other appropriate security interest;
- (d) employ all persons necessary for the conduct of the business of the Partnership;
- (e) retain such legal counsel, experts, advisors or consultants as the General Partner considers appropriate, including any of the same as the General Partner, in its discretion, determines to engage on behalf of Limited Partner in the representation of Limited Partner with respect to any adverse position taken by Canada Revenue Agency, and to rely upon the advice of such persons;
- (f) pay management and/or performance fees to any person, which may include the General Partner, deemed in the discretion of the General Partner to be necessary or desirable with respect to the business of the Partnership;

- (g) open and operate any bank account;
- (h) accept subscriptions from persons wanting to be admitted to the Partnership as Limited Partner in accordance with this Agreement and to admit such persons as Limited Partner by entering such person's name in the record of the Partnership;
- (i) pay all costs and expenses of the Partnership;
- (j) reinvest Net Income and net proceeds from the sale of Partnership property rather than making distributions to Limited Partner;
- (k) in its sole discretion, invest or not to invest, as the case may be, funds not immediately required for the business of the Partnership or for distribution to Limited Partner in short-term securities, including money market mutual funds of, or guaranteed by, the Government of Canada, the government of any Canadian province, or a Canadian chartered bank, credit union or trust company;
- (l) commence or defend any action or proceeding in connection with the Partnership;
- (m) file any elections, returns or other documents (including income tax elections, returns or designations) required by any governmental or like authority or reasonably considered necessary or appropriate by the General Partner;
- (n) obtain any insurance coverage deemed, in the discretion of the General Partner, necessary or desirable with respect to the Partnership's activities;
- (o) establish such reserves as the General Partner considers necessary for contingent liabilities;
- (p) do anything that is provided for in this Agreement or that is in furtherance of or is incidental to or is necessary or desirable in respect of the business of the Partnership; and
- (q) other than the duty described in Section 7.4, the General Partner may contract with any person or entity to carry out any of the duties of the General Partner hereunder and may delegate to such person or entity any power and authority of the General Partner hereunder; provided, however, that any such delegation will not release the General Partner from any of its obligations hereunder or from any liability for the non-performance thereof.

The General Partner may contract with any person to carry out any of the duties of the General Partner under this Agreement and may delegate to a person any power and authority of the General Partner under this Agreement, but no contract or delegation will relieve the General Partner of any of its obligations under this Agreement.

7.3 Title to Property

The General Partner may hold legal title to any of the assets or property of the Partnership in its name as bare trustee for the benefit of the Partnership.

7.4 Costs

The General Partner will be reimbursed by the Partnership for its reasonable out-of-pocket costs incurred in the performance of its obligations under this Agreement.

7.5 Exercise of Duties

The General Partner covenants that it will exercise the powers and discharge its duties under this Agreement honestly, in good faith, and in the best interests of the Partnership, and that it will exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The General Partner covenants that it will maintain the confidentiality of financial and other information and data which it may obtain through or on behalf of the Partnership, the disclosure of which may adversely affect the interests of the Partnership or of a Limited Partner, except to the extent that disclosure is required by law or is in the best interests of the Partnership, and it will utilize the confidential information and data only for the business of the Partnership.

7.6 Transactions Involving Affiliates or Associates

The validity of a transaction, agreement or payment involving the Partnership and an Affiliate or Associate of the General Partner will not be affected by reason of the relationship between the General Partner and the Affiliate or Associate, provided that, if the Partnership is to reimburse the General Partner for the cost and expenses thereof, those costs and expenses will be reasonable and competitive with the costs and expenses charged by independent third parties. Any or all of the directors and officers of the General Partner may be officers or directors of or otherwise interested in or related to the Affiliates or Associates and the General Partner will not be prevented from approving and implementing any transaction, agreement or payment by reason of the common directors or officers.

7.7 Limitation of Liability

Subject to Section 2.12, the General Partner is not personally liable for the return of any Capital Contribution made by a Limited Partner to the Partnership, and neither the General Partner nor its officers, directors, shareholders, employees or agents are liable, responsible for or accountable in damages or otherwise to the Partnership or a Limited Partner for an action taken or a failure to act on behalf of the Partnership within the scope of the authority conferred on the General Partner by this Agreement or by law, unless the act or omission was performed or omitted fraudulently or in bad faith or constituted wilful misfeasance or gross negligence in the performance of their obligations or the reckless disregard of such obligations.

7.8 Indemnification of the General Partner

The Partnership hereby agrees to indemnify and hold the General Partner, its officers, directors, shareholders, employees or agents harmless from and against any and all losses, expenses, liabilities and damages by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Partnership or in furtherance of the interests of the Partnership, so long as the acts, omissions or the acts or omissions on which the actual or threatened action, proceeding or claim are based were not performed or omitted in bad faith and were not attributable to the wilful misfeasance, bad faith or gross negligence in the performance of the obligations or in reckless disregard of such obligations of the General Partner, its officers, directors, shareholders, employees or agents.

7.9 Conflict of Interest

The Limited Partners acknowledge that the General Partner, its directors, officers and shareholders currently have varied business interests and as such may be, and are permitted to be, engaged in and may act as partner, agent or in any other capacity for other funds or partnerships and may act as a partner, director, officer or shareholder in other ventures or entities related, directly or indirectly, to the Partnership's business, activities or assets, whether or not the Partnership has an interest therein and may hold securities or other interests in various entities, including those in which the Partnership has an interest; provided however, that nothing herein shall release the General Partner from the obligations contained in Section 7.5 hereof.

7.10 Other Matters Concerning the General Partner

- (a) The General Partner may rely and will be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by it, and any act taken or omitted in reliance upon the opinion (including, without limitation, an opinion of counsel) of any of those persons as to matters that the General Partner reasonably believes to be within that person's professional or expert competence will be conclusively presumed to have been done or omitted in good faith and in accordance with that opinion.
- (c) The General Partner has the right, in respect of any of its power, authority or obligations under this Agreement, to act through any of its duly authorized officers.
- (d) Any standard of care or duty imposed under the Act or any applicable law will be modified, waived or limited as required to permit the General Partner to act under this Agreement or any other agreement contemplated by this Agreement and to make any decision pursuant to the power of authority prescribed in this Agreement, so long as that action is reasonably believed by the General Partner, acting in good faith, to be in, or not opposed to, the best interest of the Partnership.

7.11 Power of Attorney

Upon execution and delivery of the Subscription Agreement, each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as agent and true and lawful attorney to act for and on behalf of such Limited Partner with full power and authority in the name, place and stead of such Limited Partner to:

- (a) execute (under seal or otherwise), swear to, acknowledge, deliver and record or file as and where required:
 - (i) this Agreement and any amendment to this Agreement, if made in accordance with Section 11.1 or 11.2 herein, the certificate, any declaration, declaration of change, or form or any amendment thereto and any other instrument required to form, qualify, continue and keep in good standing the Partnership as a limited partnership under the laws of the Province of Ontario, or otherwise to comply

with the laws of any jurisdiction in which the Partnership may carry on business or own, lease or have property in order to maintain the limited liability of the Limited Partner and to comply with the applicable laws of such jurisdiction;

- (ii) any instrument, declaration, conveyance or certificate necessary to reflect, from time to time, any amendment to this Agreement, if made in accordance with Section 11.1 or 11.2 herein;
 - (iii) any instrument, declaration, conveyance or certificate required in connection with the dissolution or termination of the Partnership;
 - (iv) any instrument required in connection with any election relating to the Partnership that may be made under the Tax Act or analogous federal or provincial fiscal legislation deemed necessary or desirable to carry out the provisions of this Agreement;
 - (v) any document required to be filed with the appropriate governmental body, agency or authority in connection with the business, property, assets and undertaking of the Partnership;
 - (vi) any document on behalf of and in the name of the Partnership as may be necessary to give effect to the business of the Partnership;
 - (vii) any document on behalf of and in the name of a Limited Partner as may be necessary to amend the certificate to reflect the assignment of a Unit;
 - (viii) any other instrument or document on behalf of and in the name of the Partnership, including without limitation, all debt instruments, as may be deemed necessary by the General Partner to carry out this Agreement fully in accordance with its terms; and
- (b) act as its representative at the relevant closing of the offering of Units, to release the funds representing the subscription price for the Units, to execute or complete on its behalf all closing receipts and documents as required or deemed necessary, to receive on its behalf certificates representing Units subscribed for pursuant to the applicable Subscription Agreement, and to complete or correct errors or omissions in any form or document provided by the Limited Partner; and
- (c) invest the assets of the Partnership as the General Partner deems appropriate.

To evidence the foregoing, each Limited Partner, in such form or forms as may be approved from time to time by the General Partner, or in executing this Agreement, has executed or will execute, as the case may be, a power of attorney containing the powers set forth above.

The Power of Attorney once granted, is irrevocable and will be a power coupled with an interest and, to the extent permitted by law, is binding upon the estate of the Limited Partner and will be exercisable during any subsequent legal incapacity of a Limited Partner, will survive the assignment by the Limited Partner of the whole or any part of the interest of such Limited Partner in the Partnership, extends to and is binding upon the heirs, executors, administrators and other legal representatives and the successors and assigns of such Limited Partner and may be exercised by the General Partner for and on behalf of each

Limited Partner in executing any instrument with a single signature as attorney and agent for each of the Limited Partner and all of them.

Each Limited Partner agrees to be bound by any representation or action made or taken by the General Partner pursuant to such Power of Attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner within such Power of Attorney.

7.12 Restrictions upon the General Partner

The General Partner's power and authority does not extend to any powers, actions or authority enumerated in Section 9.18 unless and until the requisite Extraordinary Resolution is passed by the Partners. The General Partner will not:

- (a) commingle the funds of the Partnership with the funds of the General Partner or any of its Affiliates or Associates or with the funds of any other person;
- (b) dissolve the Partnership except in accordance with the provisions of Article 10; or
- (c) assign, transfer or otherwise dispose of its entire interest as General Partner without approval of the Limited Partner.

7.13 Removal of General Partner

The General Partner will be removed as the General Partner as follows:

- (a) Upon the bankruptcy, dissolution, liquidation or winding-up or making of an assignment for the benefit of creditors of the General Partner, or upon the appointment of a receiver of the assets and undertaking of the General Partner, the General Partner will be deemed to have been removed as the general partner of the Partnership and a new general partner will, in such instances, be appointed by the Limited Partner by an Ordinary Resolution within 180 days of receipt of written notice of that event (which written notice would be provided by the General Partner promptly upon the occurrence of that event) provided that the General Partner will not cease to be the General Partner until the earlier of the appointment of a new General Partner and the expiry of the 180 day period.
- (b) The Limited Partners may remove the General Partner if the General Partner has committed a material breach of this Agreement, which continues for a period of 90 days after written notice is given to the General Partner of that breach, and substitute another as the General Partner in its stead by an Extraordinary Resolution, but only if the Limited Partner appoint, concurrently with the removal, a replacement General Partner that assumes all the responsibilities and obligations of the removed General Partner under this Agreement.

7.14 Voluntary Change to a General Partner

The General Partner may transfer its interest as a General Partner of the Partnership, provided that the proposed new General Partner has been approved by Extraordinary Resolution and the General Partner transfers its interest in the Partnership to the new General Partner in consideration for the payment of \$1. The General Partner is bound by the terms of this Agreement until the transfer of its interest as general partner has been approved by an Extraordinary Resolution and the new General Partner has agreed in

writing to be bound by the agreements, representations and warranties contained on the part of the General Partner as General Partner under this Agreement.

ARTICLE 8 FINANCIAL INFORMATION

8.1 Books and Records

The General Partner will keep or cause to be kept proper books of account and records of the Partnership.

8.2 Annual Report

The General Partner will send or cause to be sent to each Limited Partners within 90 days of the end of each Fiscal Year of the Partnership the accountant reviewed financial statements of the Partnership containing: (a) a balance sheet for the Partnership as at the end of the most recently completed Fiscal Year; (b) an income or loss statement for such Fiscal Year; (c) a statement of changes in financial position for that Fiscal Year; (d) a statement of changes in such Partner's Capital Account for that Fiscal Year; (e) the Auditor's review engagement report on such financial statements of the Partnership; and (f) such other information as in the reasonable opinion of the General Partner is material to the operations of the Partnership. The accountant reviewed financial statements will include comparative financial statements for the immediately preceding Fiscal Year (if any) prior to the Fiscal Year reported on in the financial statements.

8.3 Quarterly Report

The General Partner will send or cause to be sent to each Limited Partner within 45 days of the end of each fiscal quarter of the Partnership, unaudited financial statements containing: (a) an unaudited balance sheet for the Partnership as at the end of the most recently completed fiscal quarter; (b) an unaudited income or loss statement for that fiscal quarter; (c) an unaudited statement of changes in financial position for that fiscal quarter; and (d) such other information as in the reasonable opinion of the General Partner is material to the operations of the Partnership.

8.4 Income Tax Information

The General Partner will send or cause to be sent to each person who was a Limited Partner:

- (a) on the last day of the Fiscal Year; or
- (b) at the date of dissolution of the Partnership,

by, in the case of (a) above, the 31st day of March of the following year, or in the case of (b) above, within 90 days of dissolution, as the case may be, or within any other shorter period as may be required by applicable law, all information, in suitable form, relating to the Partnership necessary for a person to prepare that person's Canadian federal and provincial income tax returns. The General Partner will file, on behalf of itself and the Limited Partners, annual Partnership information returns and any other information returns required to be filed under the Tax Act and any other applicable tax legislation in respect of the Partnership.

8.5 Accounting Policies

The General Partner is authorized to establish from time to time accounting policies with respect to the financial statements of the Partnership and to change from time to time any policy that has been so established so long as those policies are consistent with the provisions of this Agreement and with generally accepted accounting principles in Canada.

8.6 Appointment of Auditor

The General Partner will, on behalf of the Partnership, select the Auditor on behalf of the Partnership to review and report to the Partners upon the financial statements of the Partnership for, and as at the end of each Fiscal Year, and to advise upon and make determinations with regard to financial questions relating to the Partnership or required by this Agreement to be determined by the Auditor.

ARTICLE 9 MEETINGS OF THE LIMITED PARTNER

9.1 Meetings of Partners

The General Partner may call a meeting of Partners at any time for such purposes as the General Partner sees fit. Where the Limited Partner gives the General Partner written notice requesting a meeting of the Limited Partners (the "Requisitioning Partner"), the General Partner will, within 30 days of receipt of the notice, give notice calling a meeting of the Partners. If the General Partner fails to do so, the Requisitioning Partner may call a meeting of the Partners by giving notice to the Partners in accordance with this Agreement. Every meeting, however called, will be conducted in accordance with this Agreement.

9.2 Place of Meeting

Every meeting will be held in Wilsonville, Ontario or at such other place in Canada as may be approved by Extraordinary Resolution or as determined by the General Partner.

9.3 Notice of Meeting

Notice of any meeting will be given to each Partner by prepaid registered mail or by personal delivery not less than 10 days prior to such meeting, and will state: (a) the time, date and place of such meeting; and (b) in general terms, the nature of the business to be transacted at the meeting.

9.4 Notice of Meeting/Adjournment

Notice of an adjournment of a meeting of Partners need not be given if the adjourned meeting is held within 14 days of the original meeting. Otherwise, notice of an adjournment of a meeting will be given not less than 10 days in advance of the adjournment of the meeting and otherwise in accordance with this section, except that the notice need not specify the nature of the business to be transacted if unchanged from the original meeting.

9.5 Accidental Omissions

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner (but not the General Partner) will not invalidate the proceedings at that meeting.

9.6 Proxies

Any Partner entitled to vote at a meeting may vote by proxy if the proxy has been received by the General Partner no later than the close of business on the day prior to the day of the meeting or if the proxy has been received by the chair of the meeting for verification prior to the meeting.

9.7 Validity of Proxies

A proxy purporting to be executed by or on behalf of a Partner and completed in accordance herewith will be considered to be valid unless challenged at the time of or prior to its exercise. The person challenging the proxy will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final. A proxy holder need not be a holder of a Unit.

9.8 Form of Proxy

Every proxy will be substantially in the form which follows or such other form as may be approved by the General Partner or as may be satisfactory to the chairman of the meeting at which it is sought to be exercised:

"I, _____, of _____, being a Partner of GEN7 Fuel Management Services LP, hereby appoint _____ of _____, as my proxy, with full power of substitution, to vote for me and on my behalf at the meeting of Limited Partner to be held on the ____ day of _____, _____, and every adjournment thereof and every poll that may take place in consequence thereof.

Dated: _____

9.9 Corporations

A Partner which is a corporation may appoint an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Partners.

9.10 Attendance of Others

Any officer or director of the General Partner, legal counsel for the General Partner and the Partnership and representatives of the Auditor will be entitled to attend any meeting of Limited Partner. The General Partner has the right to authorize the presence of any person at a meeting of Limited Partner regardless of whether the person is a Partner. With the approval of the General Partner, that person is entitled to address the meeting.

9.11 Chair

The General Partner may nominate a person (who need not be a Limited Partner) to be chair of a meeting of Partners and the person nominated by the General Partner will be chairman of such meeting unless the Partners elect a chair by Ordinary Resolution.

9.12 Quorum

Subject to this Agreement, a quorum at any meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 100% of the outstanding Units and who are entitled to vote on any resolution and a quorum for any specific resolution presented to the meeting shall be two or more persons present who hold or represent by proxy not less than 100% of the outstanding Units entitled to vote on such resolution. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present, the meeting:

- (a) if called by or on the requisition of the Limited Partners, will be terminated; and
- (b) if called by the General Partner, will be held at the same time and, if available, the same place not less than ten days or more than 21 days later (or if that date is not a business day, the first business day after that date), and the General Partner will provide notice, if any, in accordance with Section 9.4. At such reconvened meeting the quorum for the meeting and the quorum for any specific resolution to be passed at such meeting will consist of the Limited Partners then present in person or represented by proxy at such reconvened meeting.

9.13 Voting Rights of General Partner

The General Partner, as such, may not vote at any meeting of Limited Partners. Such General Partner, if also a holder of Unit(s) of the Partnership, may, however, vote as a Limited Partner.

9.14 Voting

- (a) Every question submitted to a meeting of Limited Partners will be decided on a show of hands. The chairman of the meeting of Limited Partners will be entitled to vote in respect of Units held by the chairman or represented by the chairman by proxy and, in the case of an equality of votes, the chairman of the meeting will have a casting vote. On any vote at a meeting of Limited Partners, a declaration by the chairman of the meeting concerning the result of the vote will be conclusive.
- (b) Any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate or Associate which is the subject matter of a resolution) shall not be entitled to any vote on such resolution; provided however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

9.15 Poll

A poll requested or required concerning the election of a Chair or an adjournment will be taken immediately on request. A poll requested or required concerning any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the Chair directs.

9.16 Resolution in Writing

A written resolution signed by Limited Partners holding the requisite number of Units to qualify the resolution as an Ordinary Resolution or an Extraordinary Resolution, as the case may be, has the same effect as if it had been passed at a meeting of Limited Partners and is deemed to satisfy all of the requirements of this Agreement relating to meetings of Limited Partners.

9.17 Powers of Limited Partner; Resolutions Binding

The Limited Partners will have only the powers set forth in this Agreement and any additional powers provided by law. Subject to the foregoing sentence, any resolution of the Partners passed in accordance with this Agreement will be binding on all the Partners and their respective heirs, executors, administrators, successors and assigns, whether or not any such Partner was present in person or voted against any resolution so passed.

9.18 Powers Exercisable by Extraordinary Resolution

The following powers will only be exercisable by Extraordinary Resolution passed by the Partners:

- (a) dissolving the Partnership, except as otherwise provided for under Section 10.1(a);
- (b) removing the General Partner and electing a new General Partner as provided in Subsection 7.13(b);
- (c) waiving any default on the part of the General Partner on such terms as the Partners may determine;
- (d) continuing the Partnership in the event that the Partnership is terminated by operation of law;
- (e) changing the Fiscal Year end of the Partnership;
- (f) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Partners;
- (g) amending this Agreement pursuant to Section 11.1 in accordance with the provisions thereof; and
- (h) purchasing or otherwise acquiring any other business.

9.19 Minutes

The General Partner will cause minutes to be kept of all proceedings and resolutions at every meeting of the Partners and will cause all such minutes and all resolutions of the Partners consented to in writing to be made and entered in books to be kept for that purpose. Any minutes of a meeting signed by the chairman of the meeting will be deemed evidence of the matters stated in them and such meeting will be deemed to have been duly convened and held and all resolutions and proceedings shown in them will be deemed to have been duly passed and taken.

9.20 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

ARTICLE 10 DISSOLUTION AND LIQUIDATION

10.1 Dissolution

The Partnership will be dissolved upon the occurrence of any of the following events:

- (a) 99 years from the date the Certificate was filed, subject to extension by the General Partner in its sole discretion;
- (b) the bankruptcy, dissolution, liquidation or winding-up, or making of an assignment for the benefit of creditors, of the General Partner during the term of this Agreement, unless the General Partner is replaced as provided in subsection 7.13(a); and
- (c) the passage of an Extraordinary Resolution approving the dissolution of the Partnership.

10.2 Liquidation of the Partnership

In the event of the dissolution of the Partnership for any reason, the General Partner, or in the event that the General Partner is bankrupt, a receiver appointed by an Extraordinary Resolution, will commence to wind up the affairs of the Partnership and to liquidate its assets. The Partners will continue to share net income, net loss, taxable income and tax loss during the period of liquidation in the same proportions as before the dissolution. The General Partner or receiver has the full right and unlimited discretion to determine the time, manner and terms of any sale of assets of the Partnership pursuant to the liquidation, having regard to the nature and condition of the assets of the Partnership.

10.3 Distribution

Following the payment of all debts and liabilities of the Partnership and all expenses of liquidation, but conditional upon the right of the General Partner or receiver to set up such cash reserves as it may deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership, the balance of the proceeds of the liquidation and the other funds of the Partnership will be distributed to the holders of the Units in accordance with their Proportionate Interests.

10.4 Statement

Within a reasonable time following the completion of the liquidation of the Partnership, the General Partner will supply to each of the Limited Partner a statement, reviewed by the Auditor, setting out the assets and liabilities of the Partnership as of the date of complete liquidation and the distribution to each Partner.

10.5 Cash Distribution

Unless authorized by the Partners by Extraordinary Resolution, no Partner has the right to demand or receive property other than cash upon dissolution and termination of the Partnership.

10.6 Termination

Upon the completion of the liquidation of the Partnership and the distribution of all of the Partnership funds, the Partnership will terminate and the General Partner has the authority to execute and record any declarations, certificates, instruments and documents required to effect the dissolution or termination of the Partnership.

10.7 Continuity

Except as specifically set forth in this Agreement, the Partnership will continue and will not dissolve or terminate upon the occurrence of any event, including the admission of a new or additional General Partner or Limited Partner or by the withdrawal, removal, death, insolvency, bankruptcy or other disability of a Partner.

10.8 Receiver

Subject to Section 10.2, the General Partner will be the receiver of the Partnership charged with the responsibility of liquidating the Partnership upon its dissolution. If the General Partner is unable or unwilling to act in that capacity, then the Limited Partners will appoint by Extraordinary Resolution another appropriate person to act as the receiver of the Partnership. The receiver will proceed diligently to wind up the affairs of the Partnership and to distribute the net proceeds from the sale of the assets of the Partnership. During the course of the liquidation, the receiver will operate the properties and undertaking of the Partnership and in doing so is vested with all the powers and authority of the General Partner in relation to the Partnership under the terms of this Agreement. The Partnership will pay to the receiver its reasonable fees and disbursements incurred in carrying out its duties.

10.9 No Right to Dissolve

Except as provided for in this Article 10, no Limited Partner has the right to ask for the dissolution of the Partnership, for the winding up of its affairs or for the distribution of its assets.

10.10 Return of Limited Partner's Contribution

A Limited Partner has the right to demand and receive the return of the Limited Partner's Capital Contribution upon the earlier of:

- (a) the dissolution of the Partnership; and
- (b) when all of the Partners consent to the return of the Capital Contribution.

ARTICLE 11 AMENDMENT

11.1 General

Except as otherwise set out in this Article 11, this Agreement may be amended by an Extraordinary Resolution approving the amendment; provided, however, that no such amendment that adversely affects the rights of the General Partner (other than a resolution relating to the removal of the General Partner and the appointment of a new general partner) may be made without the approval of the General Partner.

11.2 Amendment by the General Partner

The General Partner may, without prior notice to or consent from any Limited Partner, amend the provisions of this Agreement from time to time:

- (a) for the purpose of reflecting the admission, substitution, withdrawal or removal of Limited Partner in accordance with this Agreement;
- (b) to change the name of the Partnership or the location of the principal place of business or the registered office of the Partnership;
- (c) for the purpose of making a change that, in the sole discretion of the General Partner is reasonable and necessary or appropriate to enable Partners to take advantage of, or not to be detrimentally affected by, changes in the Tax Act or other taxation laws;
- (d) to cure an ambiguity or to correct or supplement a provision of this Agreement which, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision of this Agreement, but only if in the opinion of counsel the cure, correction or supplemental provision does not materially adversely affect the interests of any Limited Partner; or
- (e) for the purpose of protecting the Limited Partner,

if, in the opinion of counsel to the Partnership, such amendment does not materially adversely affect the interests of any Limited Partner.

The Limited Partners will be notified of any amendment to this Agreement under this Section within 30 days after the effective date of the amendment.

11.3 Limitations on Amendment

This Agreement may not be amended without the unanimous approval of all the Limited Partners if the effect of the amendment is to:

- (a) alter the ability of the Limited Partners to remove the General Partner without the consent of the General Partner;
- (b) change the liability of a Limited Partners;
- (c) allow a Limited Partner to exercise control of the business or take part in the management of the Partnership;
- (d) reduced the interest in the Partnership of the Limited Partners;
- (e) change the Partnership from a limited partnership to a general partnership;
- (f) limit the right of a Limited Partner to vote at any meeting of the Limited Partners; or
- (g) amend this Section 11.3 or Section 9.18.

**ARTICLE 12
NOTICES**

12.1 Notices

A notice, demand, request, statement or other evidence required or permitted to be given under this Agreement must be written. It will be sufficiently given:

- (a) if delivered personally or by courier, or sent by prepaid registered mail, to a party addressed as follows:
 - (i) if to the General Partner, at the registered office of the Partnership, at 7331 Indian Line Road, Wilsonville, ON N0E 1Z0; and
 - (ii) if to a Limited Partner, to such Limited Partner at its last address as shown in the records of the Partnership,

and any such notice will be deemed to have been received 5 business days after mailing, or if delivered, when delivered. If the notice is mailed and there occurs between the time of mailing and the actual or deemed receipt of the notice, a mail strike, slowdown or other labour dispute that might affect delivery of the notice, then the notice is effective only if actually received; or

- (b) if delivered by e-mail, to a party addressed as follows:
 - (i) if to the General Partner at 7331 Indian Line Rd Wilsonville, ON
 - (ii) if to a Limited Partner, to such Limited Partner at its last email address shown in the records of the Partnership,

and any such notice will be deemed to have been received upon receipt by the sending party of an email reply confirmation.

**ARTICLE 13
GENERAL**

13.1 Binding Agreement

Subject to the restrictions on assignment and transfer herein contained, this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

13.2 Time

Time will be of the essence hereof.

13.3 Severability

Each provision of this Agreement is intended to be severable. If any provision of this Agreement, or the application of such provision to any person or circumstance, is inapplicable for any reason, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those to which it is inapplicable, will not be affected thereby.

13.4 Governing Law

This Agreement will be governed and construed according to the laws of the Province of Ontario, without giving effect to the principles thereof relating to the conflict of laws and the parties hereto irrevocably attorn to the jurisdiction of the courts thereof.

13.5 Further Documents

The parties will do such things and execute and deliver such documents as counsel to the Partnership considers necessary or desirable to carry out the terms and intent of this Agreement.

13.6 Successors and Assigns

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their successors and assigns.

13.7 Entire Agreement

This Agreement constitutes the entire agreement among the parties to this Agreement with respect to the subject matter of this Agreement.

13.8 Limited Partner Not a General Partner

If any provisions of this Agreement has the effect of imposing upon any Limited Partner any of the liabilities or obligations of a general partner under the Act, that provision will be of no force and effect.

13.9 Counterparts

This Agreement, or any amendment to it, may be executed in multiple counterparts, each of which will be deemed an original agreement, and all of which will constitute one agreement. This Agreement may also be executed and adopted in any subscription form or similar instrument signed by a Limited Partner with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

[Remainder of this page intentionally left blank; signature page follows.]

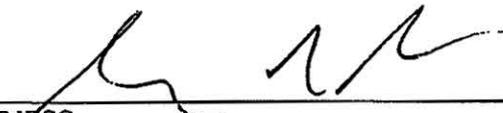
IN WITNESS OF WHICH the parties hereto have executed this Agreement.

General Partner:

2496750 Ontario INC.

Per: 
Miles Hill
President

Limited Partners:

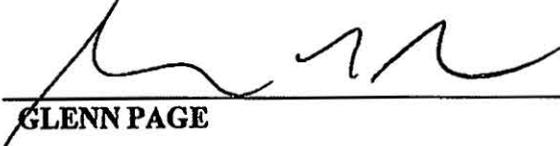

WITNESS


MILES HILL


WITNESS


SCOTT HILL


WITNESS


GLENN PAGE

SCHEDULE "A"**INITIAL CAPITAL CONTRIBUTIONS AND UNIT SUBSCRIPTIONS OF THE LIMITED PARTNERS**

In accordance with Section 4.7 of this Agreement, the Limited Partners agree to contribute capital to and subscribe for Units of the Partnership as follows:

NAME LIMITED PARTNER	OF	NUMBER UNITS	OF	PERCENTAGE OF UNITS	Value
Miles Hill		350		35%	\$3500
Scott Hill		400		40%	\$4000
Glenn Page		250		25%	\$2500

This is Exhibit "EE" 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: Max.Starnino@paliareroland.com
To: sahnir@bennettjones.com
Cc: bkofman@ksvadvisory.com; pweinstein@ksvadvisory.com; [Monique Jilesen](mailto:Monique.Jilesen); jorkin@goldblattpartners.com
Subject: OTE LP
Date: Thursday, October 12, 2023 1:23:55 PM

EXTERNAL MESSAGE

Raj,

Further to the motion today and our discussions to date, please provide us with a copy of the NDA that you are looking for and let us know when we can get access to the data room.

KSV will provide a more comprehensive information request in due course, but I would like to see, as soon as possible,

- (a) a listing of creditors;
- (b) at least for MOF and CRA and any other material creditors, access to copies of the proofs of claim that have been filed;
- (c) copies of the leases at each of the blending sites; and,
- (d) a list of assets by debtor entity, showing all assets that will be used by the Monitor for the purpose of benchmarking the proposal that we hope to present.

We would also like to schedule an initial meeting with representatives of MOF and CRA as soon as possible so that we can better understand their claim, and explain to them what we are intending.

Thank you,

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

T: 416.646.7431
C: 416.559.6834
Sent from my iPhone

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This is Exhibit "FF" 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: [Jessica Orkin](#)
To: [Raj Sahni \(SahniR@bennettjones.com\)](mailto:Raj_Sahni(SahniR@bennettjones.com))
Cc: [Monique Jilesen](#); [Max Starnino@paliaroland.com](mailto:Max.Starnino@paliaroland.com); [Natai Shelsen](#)
Subject: OTE LP - contact with Aboriginal law practitioner
Date: Thursday, October 12, 2023 1:35:36 PM
Attachments: [image001.gif](#)

EXTERNAL MESSAGE

Dear Raj,

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.

Regards,
Jessica

Jessica Orkin

T 416.979.4381
F 416.591.7333
E jorkin@goldblattpartners.com

Email-Logo



20 Dundas Street W., Suite 1039
Toronto ON M5G 2C2
www.goldblattpartners.com

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CE COURRIEL POURRAIT CONTENIR DES RENSEIGNEMENTS CONFIDENTIELS OU PRIVILÉGIÉS. SI VOUS N'ÊTES PAS LE VÉRITABLE DESTINATAIRE, VEUILLEZ NOUS EN AVISER IMMÉDIATEMENT PAR COURRIEL OU PAR TÉLÉPHONE (À FRAIS VIRÉS SI NÉCESSAIRE) ET DÉTRUIRE CE COURRIEL AINSI QUE TOUTES COPIES DE CE DERNIER.

This is Exhibit "GG" 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 fluid and cursive, with the first letter of each word being capitalized and prominent.

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

From: Max.Starnino@paliaroland.com
To: SahniR@bennettjones.com
Cc: GrayT@bennettjones.com; joseph.berger@paliaroland.com; Monique.Jilesen; jorkin@goldblattpartners.com
Subject: OTE LP--CCAA [IWOV-PRiManage.FID390548]
Date: Wednesday, October 18, 2023 3:38:44 PM
Attachments: [image001.png](#)

EXTERNAL MESSAGE

Raj,

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.

Thank you,



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

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This is Exhibit "HH" 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: joseph.berger@paliareroland.com
To: Max.Starnino@paliareroland.com; SahniR@bennettjones.com; GrayT@bennettjones.com
Cc: jorkin@goldblattpartners.com; Monique.Jilesen
Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]
Date: Friday, October 20, 2023 2:47:55 PM
Attachments: [image001.png](#)
[2023-10-20 OTE Bid Process - Draft Non-Disclosure Agreement.pdf](#)

EXTERNAL MESSAGE

Dear Raj and Thomas,

Further to Max's email below, please find attached an updated draft Non-Disclosure Agreement with an updated signature page at page 11 of the PDF signed by Glenn Page in his personal capacity, and on behalf of 2658658 Ontario Inc.

Additionally, please see below for a list of individuals for whom we request that access be granted to the data room.

Monique Jilesen	mjilesen@litigate.com
Jonathan Chen	jchen@litigate.com
Brian Page	brian.page@otefuel.com
Glenn Page	glenn@gpmcholdings.ca
Jessica Orkin	jorkin@goldblattpartners.com
Netai Shelsen	nshelsen@goldblattpartners.com
Bobby Kofman	bkofman@ksvadvisory.com
Peter Weinstein	pweinstein@ksvadvisory.com
Max Starnino	max.starnino@paliareroland.com
Joseph Berger	joseph.berger@paliareroland.com

Finally, the information below represents an initial request for information/documentation that we would like to see in the data room for the purposes of formulating our proposal.

1. Copy of the claims register
2. Copy of the proofs of claim filed in the estate
3. Copy of Band Council Resolution for Blending Equipment Removal at Tyendinaga
4. Copies of lease documents for each of the blending sites
5. Current Odometer Readings for all tractors
6. Current certification docs for all tankers
7. Transaction History from Bookworks with General Ledger and Income Statements
8. Copies of RBC bank statements for the past 18 months
9. Copies of the RBC loan and security documents, including the equipment listings and photos provided to RBC in connection with the loan
10. Payroll support documents for the past 18 months showing payroll by employee
11. All email communications from Sandra Smoke and Scott Hill's OTE email for the past two

- years (for the purpose of due diligence regarding unknown/off-book commitments)
12. Tank gas levels at all blending centers as documented by tank monitoring system
 13. Access to all rack systems to review loading information in the GVM system vs the Invoicing system
 14. List of all current and past customers with contact information from Bookworks
 15. Copies of all emails to Canada Clean Fuels, Joseph Haulage, Harold Marcus Transport and Westcan Transport to verify loads vs payments and any contractual arrangements that may be in place from all OTE employees.

As noted above, this represents an initial request, and further may requests may follow.

Thank you,



Roland

Paliare

Joseph Berger
Associate

Phone: 416.646.6351

Email: joseph.berger@paliareroland.com

155 Wellington St. West, 35th Floor

Toronto, ON M5V 3H1

paliareroland.com

From: Max Starnino <Max.Starnino@paliareroland.com>

Sent: Friday, October 20, 2023 10:13 AM

To: Raj Sahni <SahniR@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>

Cc: jorkin@goldblattpartners.com; mjilesen@litigate.com; Joseph Berger <joseph.berger@paliareroland.com>

Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]

Raj/Thomas,

Just following-up on this. Our group had a call this morning and we think that it makes sense for Glen (personally) and 2658658 (Lenczners clients) to be added to this NDA as well so that Lenczners is covered as a Representative. We will get you that additional signature page today as well.

Also coming, today, will be a list of the individuals who should have access to the data room and their email addresses, along with a list of the information that we would like to see in the data room for the purpose of formulating our proposal.

M.

From: Max Starnino

Sent: Thursday, October 19, 2023 6:01 PM

To: Raj Sahni <SahniR@bennettjones.com>

Cc: Thomas Gray <GrayT@bennettjones.com>; jorkin@goldblattpartners.com;
mjilesen@litigate.com

Subject: Re: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]

Sorry, this time with attachments (!)

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

T: 416.646.7431

C: 416.559.6834

Sent from my iPhone

On Oct 19, 2023, at 5:59 PM, Max Starnino <Max.Starnino@paliareroland.com> wrote:

Raj,

Please find attached the executed NDA and Brian Page's counterpart signature page.

Please send me the complete agreement when ready, and what you need for the purpose of data room access (names and email addresses?).

Thanks,

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

T: 416.646.7431
C: 416.559.6834
Sent from my iPhone

On Oct 18, 2023, at 3:11 PM, Raj Sahni <SahniR@bennettjones.com> wrote:

Also, the Monitor is ok with the version of the NDA we circulated to you last night, so your clients can execute and send back to us at your convenience.

Thanks

<image001.png>

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

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

From: Raj Sahni

Sent: Wednesday, October 18, 2023 3:10 PM

To: 'Max.Starnino@paliareroland.com'

<Max.Starnino@paliareroland.com>

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

jorkin@goldblattpartners.com; mjilesen@litigate.com

Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft
2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]

Hi Max,

OTE USA and Gen7 should each sign the NDA. To simplify matters, they can both sign one NDA so it's apparent they are working together

<image001.png>

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

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

From: Max.Starnino@paliareroland.com

<Max.Starnino@paliareroland.com>

Sent: Wednesday, October 18, 2023 11:25 AM

To: Raj Sahni <SahniR@bennettjones.com>

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

jorkin@goldblattpartners.com; mjilesen@litigate.com

Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft
2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]

Raj/Thomas, a late breaking comment (sorry).

As you know, Jessica Orkin (Goldblatt) and her clients (she represents Mandy Cox and various Gen 7 entities) are part of the team working on the OTE USA Restructuring Proposal.

Our intention is that OTE USA will sign the NDA as the promotor of the Plan, and a question has arisen as to how Jessica's clients and her firm will be covered by the NDA.

"Representatives" is defined in paragraph 5 as "agents, representatives (including lawyers, accountants and financial advisors, financiers), directors, officers and employees ("Representatives" and each a "Representative")" of the Potential Bidder.

Inasmuch as OTE USA will be working with the Gen 7 Entities in connection with the proposal, I believe that the Gen 7 Entities and their counsel all qualify, for these purposes, as "agents or representatives" of OTE USA or possibly as "financiers" of the Plan, and that as long as they provide an acknowledgement and agreement to be bound by the NDA that we are good.

Further, I presume that the wording that was added re: privilege (reproduced below) can be read expansively to cover the solicitor client relationship between Jessica and her clients as well:

The disclosure of Privileged Material to you under this Bid Process shall not form the basis for the removal of your counsel of record or your other Representatives in the event of an adversity of interest between you and a member of the OTE Group and/or the Monitor.

Please confirm your agreement with the foregoing.

Alternatively, it seems to me that the Gen 7 Entities (or some of them) could independently sign their own NDA, provided that KPMG agrees that OTE USA and the Gen 7 Entities can collaborate in respect of a Plan.

Please let me know how you would like to proceed.

<image002.png>

Massimo (Max) Starnino

Partner

Paliare Roland Rosenberg Rothstein LLP

155 Wellington Street West

1097

35th Floor
Toronto, Ontario M5V 3H1
Direct: 416.646.7431
Mobile: 416.559.6834
max.starnino@paliarerland.com

From: Max Starnino <Max.Starnino@paliarerland.com>
Sent: Tuesday, October 17, 2023 11:02 PM
To: Raj Sahni <SahniR@bennettjones.com>
Cc: Thomas Gray <GrayT@bennettjones.com>
Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]

Raj/Thomas,

These changes are fine with us. Please let me know when we can go ahead and sign this up.

M.

From: Raj Sahni <SahniR@bennettjones.com>
Sent: Tuesday, October 17, 2023 8:57 PM
To: Max Starnino <Max.Starnino@paliarerland.com>
Cc: Thomas Gray <GrayT@bennettjones.com>
Subject: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX

Max,
Further to our discussion, attached is a revised version of the NDA that is intended to address your concerns while reducing the number of changes

needed to the form of NDA.

This remains subject to final approval of the Monitor, but please confirm you are fine with this version and we can then seek that approval.

Thanks

<image001.png> **Raj Sahni**
Partner*, Bennett Jones LLP
*Denotes Professional Corporation

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

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This is Exhibit "II" 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

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

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

Information Requested For The Companies:

A) Financial Information:

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

B) Sales, Costs, and Key Performance Indicators

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

C) Employees

- 9) Headcount analysis at each year end, and at a current date, including a breakdown of:
 - a) Employees by location by job function.
 - b) Head office/administrative employees.
- 10) Any contractual arrangements in place with OTE employees.
- 11) Details and supporting documentation showing payroll costs during the Review Period identifying payroll by employee.

D) Purchases

- 12) For domestic purchases, monthly purchases by supplier (\$ and liters) by fuel type during the Review Period.
- 13) For imported purchases, monthly purchases by supplier (\$ and liters) by fuel type during the Review Period.
- 14) Monthly transportation costs by supplier. If available, provide details regarding liters transported during the Review Period.

- 15) A breakdown of operating expenses by location during the Review Period.
- 16) Copies of all emails to Canada Clean Fuels, Joseph Haulage, Harold Marcus Transport and Westcan Transport during the Review Period to verify loads vs payments.

E) Inventory

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

F) Capital assets

- 19) A list of all fixed assets by location.
- 20) Current status of leases, loans and payments.
- 21) Current Odometer readings for all tractors.
- 22) Current certification documents for all tankers.

G) Tax

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

H) Other:

- 26) Copy of Band Council Resolution for Blending Equipment Removal at Tyendinaga.
- 27) Lease document for the Six Nations facility.
- 28) Access to all rack systems to review loading information in the GVM system vs the Invoicing system.
- 29) List of creditors and claims filed
- 30) Status of Rail Car Leases with Tidewater Midstream, Wells Fargo Rail, and AITX.
- 31) Status of Transload Agreements with CN Rail, Cando Contracting, and Consolidated Logistics.

This is Exhibit "JJ" 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 fluid and cursive, with the first name "Bonnie" being more prominent than the last name "Greenaway".

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

From: Max.Starnino@paliareroiland.com
To: SahniR@bennettjones.com
Cc: GrayT@bennettjones.com; Monique.Jilesen; Jonathan.Chen; joseph.berger@paliareroiland.com; Catherine.Dunne@Paliareroiland.com; jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com; bkofman@ksvadvisory.com; pweinstein@ksvadvisory.com
Subject: OTE LP; CCAA [IWOV-PRiManage.FID390548]
Date: Wednesday, November 1, 2023 7:28:30 PM
Attachments: [image001.png](#)
[OTE LP.msg](#)
[OTE LP--CCAA IWOV-PRiManage.FID390548.msg](#)
[RE OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 \(002\) \(002\).DOCX IWOV-PRiManage.FID390548.msg](#)
[OTE - KSV Information Request \(sent 10-27-23\) .pdf](#)
[2023-10-27 Questions Re Status of OTE LP Leases.pdf](#)

EXTERNAL MESSAGE

Raj,

We'd like to connect with you and with KPMG in respect of this matter. Can you let me know if you are available for a virtual meeting on Friday?

Although I have not personally been very active on this matter as I've been unwell for the past week or so, Team Page has been working on its business plan and related restructuring terms. I was concerned to hear, however, that many/most of our information requests remain unanswered. For ease of reference, I am reattaching my information request dated October 12; the information request that accompanied our NDA on October 20, 2023; the due diligence questions dated October 27; and, KSV's Information request dated October 27, 2023. We'd like to review those requests with you and to confirm their status.

Without limiting the generality of the foregoing, I note that on October 12, 2023, I had asked for access to the claims register and proofs of claim filed. It is not clear to me why this information, which should be readily available, has not been provided, having regard to the growing body of jurisprudence emphasizing that the BIA and CCAA should be read harmoniously, and to s. 126(1) of the BIA, establishing the right of creditors such as OTE USA LLC to inspect the proofs of claim filed by other creditors.

In order to advance its work in the absence of the requested information, our client has made various assumptions that remain subject to verification. We expect to have a draft CCAA Plan term sheet available very soon, perhaps as soon as Friday. Once ready, we would like to review the restructuring proposal with you as well.

Finally, I note that we have also not had a response to our correspondence of October 18, 2023, in respect of the status of OTE LP's Bookworks account. A copy of that correspondence is attached for ease of reference as well. The matters raised in that email are extremely serious and require a response.

We look forward to hearing from you.

Thank you,



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

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

This is Exhibit "KK" 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

**Bennett Jones**

Bennett Jones LLP

3400 One First Canadian Place, PO Box 130

Toronto, Ontario, Canada M5X 1A4

Tel: 416.863.1200 Fax: 416.863.1716

Raj S. Sahni

Partner

Direct Line: 416.777.4804

e-mail: sahnir@bennettjones.com

November 2, 2023

Via Email**PALIARE ROLAND ROSENBERG ROTHSTEIN LLP**

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

Attention: Massimo Starnino and Joseph Berger

Dear Sirs,

Re: OTE Group Bid Process Information Requests

As you know, we are counsel to KPMG Inc., in its capacity as the Court-appointed Monitor of the OTE Group in the OTE Group's proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA"). We write in response to your email of November 1, 2023 (the "**November 1 Email**") regarding the various information requests have been made to the Monitor on behalf of OTE USA LLC ("**OTE USA**"), Gen7 Fuel LP, 2745384 Ontario Inc., 2658658 Ontario Inc., and Glenn Page (together, the "**Interested Parties**").

The Interested Parties have executed a non-disclosure agreement (the "**NDA**") in order to participate in the amended bid process approved by the Court on October 12, 2023 (the "**Bid Process**"). The Interested Parties are therefore "Potential Bidders" in the Bid Process, and we understand that the information requests are purportedly made in connection with a potential proposal that will be submitted by the Interested Parties.

However, we also note that many of your information requests go well beyond what is required in the Bid Process. You have requested historical information and details of prior events, which ignores the realities of the current circumstances, as has been reported to the Court, including the fact that the OTE Group's business is being wound-down in light of the loss of key customers and the impending expiry of licenses at the end of 2023. The Court recognized this reality in approving the Bid Process, which as Justice Kimmel noted in her endorsement of October 12, narrows the assets for sale to the right, title and interests of the OTE Group in the chattels identified at Schedule 1 to the Amended Bid Process. While the Bid Process does not restrict the Interested Parties from presenting a Bid or proposal that goes beyond the chattels being offered for sale, this does not supplant the reality that what is being sold pursuant to the Court-approved Bid Process is not a going concern business but rather the chattels of a business being wound-down.

Moreover, many of your clients' information requests go well beyond what is customary or required in the context of a sale process in an insolvency proceeding in any event, and appear to be geared toward improperly attempting to ascertain information for the purposes of your clients' litigation and other claims, which we remind you are stayed by virtue of the CCAA proceedings. The Monitor notes that none of the other Potential Bidders participating in the Bid Process have requested the same degree of information as the Interested Parties, and are instead proceeding by reviewing the information in the data room. Some have also requested site visits to satisfy themselves as to any assets located on leased premises, which the Monitor is using its best reasonable efforts to arrange as provided for under the Bid Process. If the Interested Parties are serious about advancing a bid or proposal that includes seeking to make any arrangements with landlords, we would have thought they would request site visits to conduct their own diligence rather than seeking information relating to historical issues that are seemingly irrelevant to the Bid Process.

The purpose of this letter is to clarify the information that has been and will be provided by the Monitor to the Interested Parties in connection with the Bid Process. Our responses with respect to the emails that you flagged in the November 1 Email are set out below.

October 12th and 20th Emails

Your November 1 Email references emails that you sent to Bennett Jones on October 12 and October 20th requesting certain information on behalf of the Interested Parties. Both emails were sent before the Interested Parties had executed the NDA, and the October 20th email references information that the Interested Parties hoped to see in the Bid Process data room. We understand that the Interested Parties were provided access to the Bid Process data room shortly thereafter. At that time, the Bid Process data room contained the information that the Monitor deemed relevant to Potential Bidders participating in the Bid Process.

We note that you requested in those emails to review certain proofs of claim submitted pursuant to the claims procedure (the "**Claims Procedure**") approved by the Court by Order dated April 27, 2023. In your November 1 Email, you reiterated this request, citing s. 126 of the BIA and the jurisprudence suggesting that the CCAA and BIA should be read harmoniously as a basis for the Interested Parties to review proofs of claim.

We note that there is no equivalent requirement to s. 126 under the CCAA, and the Monitor does not agree with your clients' assertion that the proofs of claim of any other creditors are required to be provided to your clients for review. However, a schedule summarizing the proofs of claim filed has been posted to the data room and your client or its Representatives (as defined in the NDA) may attend at the Monitor's office to review the proofs of claim on a confidential basis, subject to the terms of the NDA.

October 18th Email

As a Court officer, the Monitor reports only to, and takes its directions from, the Court. The Monitor is fully cognizant of its duties and obligations and has been performing same under the supervision of the Court, including in respect of monitoring the cashflows of the OTE Group during the CCAA

proceedings. As has been noted in the Monitor's various reports, the books and records of the OTE Group have been missing since prior to the commencement of the CCAA proceedings. The Monitor has had access to the OTE Group's accounting information through the OTE Group's accounting and finance personnel since the commencement of the CCAA proceedings. Since the Court's Order made on October 12, 2023 enhancing the Monitor's powers, the Monitor has also arranged direct access to the OTE Group's Bookworks account; however, we are informed by the Monitor that the Bookworks account is merely a ledger-based accounting system that records entries in respect of financial transactions and does not provide source documents or back-up information. Accordingly, the Monitor does not necessarily view the Bookworks account as accurate or probative on its own. Further, the Monitor does not view the historical financial statements of the OTE Group to be accurate and in fact believes they may be incorrect in many respects. The Monitor is continuing its investigation into financial transactions.

On a separate note, it is concerning that your clients and their representatives have had discussions with the OTE Group's service providers and suppliers regarding matters relating to the OTE Group without the OTE Group's consent. Such discussions and correspondence could interfere with the work of the OTE Group and the Monitor in the CCAA proceedings and we see no legitimate basis on which your clients would be entitled to have engaged in such discussions. If they were attempting to do so to gather information for the purposes of their litigation claims, that is clearly prohibited by the stay of proceedings imposed pursuant to the CCAA. Please have your clients and their representatives refrain from any further contact with any of the OTE Group's suppliers, creditors, customers, employees or other stakeholders except through the Monitor as required under the NDA.

October 27th Emails

Bennett Jones received an email from you on October 27th that attached a list of "due diligence questions" (the "**Paliare Request**"). On the same date, the Monitor received a further information request from KSV Restructuring Inc. (the "**KSV Request**", and together with the Paliare Request, the "**Information Requests**").

The Monitor has reviewed and considered the Information Requests, along with the additional information requested in previous emails, and is of the view that the majority of the requests are not relevant to the Interested Parties in their capacity as Potential Bidders in the Bid Process. As noted above, the Monitor is concerned that many of the requests are inappropriately aimed at gaining information in furtherance of your clients' litigation and claims against the OTE Group, which is prohibited by virtue of the Court-ordered stay in the CCAA proceeding.

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. The balance of the inquiries are not in the Monitor's view relevant to the Bid Process or necessary in making a bid. Without limiting the generality of the foregoing, other historical financial information or other information relating to past transactions or past events is not relevant in the current Bid Process for the reasons noted above. Moreover, the Monitor does not have any confidence in the

accuracy or reliability of the historical financial statements and believes that they are likely erroneous and that, in addition to being irrelevant, it could be misleading and prejudicial to Potential Bidders to include such historical financial information. The Interested Parties have been involved in the direction and management of the OTE Group's business in prior years and should be aware of the suppliers and customers in the industry and the typical margins and expenses involved in this type of business. Therefore, the Interested Parties should be able to conduct their own diligence and modelling as to what any potential re-start of the OTE Group's business would entail in terms of financial projections, just as other Potential Bidders may be doing without requirement for additional historical financial data.

Yours truly,

BENNETT JONES LLP



Raj Sahni

- C. Paul van Eyk and Duncan Lau, KPMG Inc.
Monique Jilesen and Jonathan Chen, Lenczner Slaght LLP
Jessica Orkin and Natai Shelsen, Goldblatt Partners LLP
Bobby Kofman and Peter Weinstein, KSV Restructuring Inc.

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

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Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

1111

Paliare Roland

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

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

File # 101295

November 6, 2023

VIA EMAIL

BENNETT JONES LLP

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

Attention: Raj. S. Sahni and Thomas Grey

Counsel for the Monitor

Dear Counsel:

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

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

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

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

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

Paliare Roland

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

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

Yours very truly,

Paliare Roland Rosenberg Rothstein LLP



Massimo (Max) Starnino

MS:JB

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

Paliare Roland

APPENDIX "A" REFINED DUE DILIGENCE REQUEST

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

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

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

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

Paliare Roland

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

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

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

Information Requested For The Companies:

A) Financial Information:

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

B) Sales, Costs, and Key Performance Indicators

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

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

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

E) Inventory

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

F) Capital assets

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

G) Tax

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

H) Other:

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

This is Exhibit “MM” 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

DRAFT: NOVEMBER 6, 2023
 Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

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

CCAA PLAN TERM SHEET

<p>1. Object</p>		<p>This term sheet sets forth the basis upon which the OTE USA LLC (“OTE USA”), a creditor of OTE LP, and National Spirit Petroleum LP, as plan sponsor (the “Plan Sponsor”) propose that all creditor Claims in respect of the OTE Group be resolved save and except for Excluded Claims (the “restructuring proposal”).</p> <p>In advance of the filing of the CCAA Plan, this term sheet shall form the basis of a support agreement between the Plan Sponsor and OTE USA as the promotor of the Plan.</p> <p>On the Plan Implementation Date, pursuant to the CCAA Plan and other Definitive Documents:</p> <ul style="list-style-type: none"> (i) the Plan Sponsor shall make the New Equity Contribution which shall be deposited into the Trust Account; (ii) the OTE Group shall make the balance of the Initial Payment and shall be obligated to make the Annual Payments, which shall also be deposited into the Trust Account; and (iii) such other terms and conditions of the restructuring proposal as contemplated herein shall become effective.
<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

		<ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]
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Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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<p>[REDACTED]</p>		<p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]

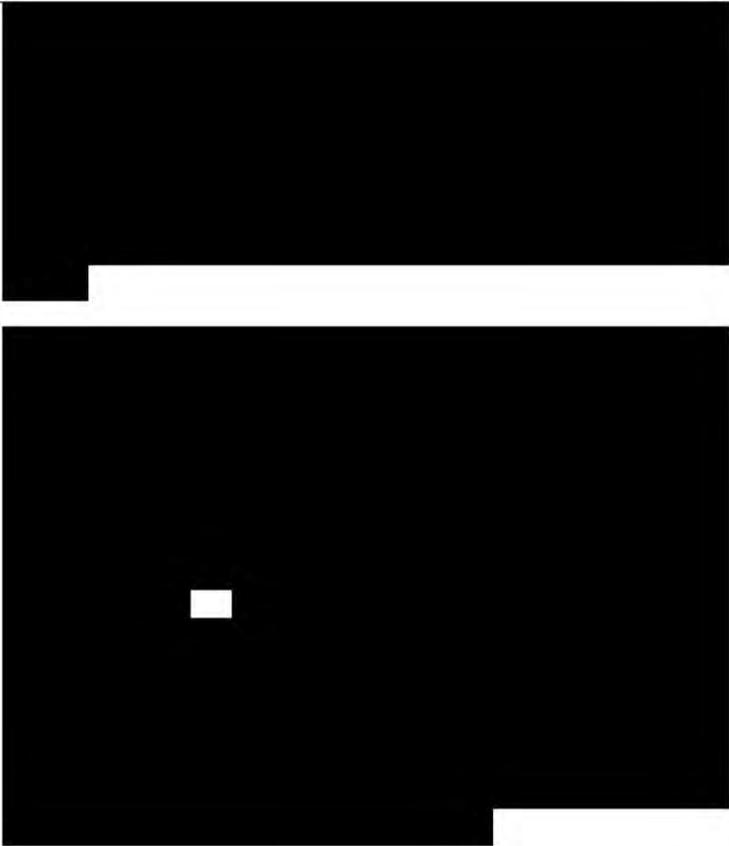
Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

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		<ul style="list-style-type: none">[REDACTED]

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	<p>[REDACTED]</p>	<p>[REDACTED]</p>

Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

		<p>[REDACTED]</p>
		<ul style="list-style-type: none">[REDACTED]
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<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

1135

DRAFT: NOVEMBER 6, 2023

Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

SCHEDULE "A"

DEFINITIONS

[BEING PREPARED]

1136

DRAFT: NOVEMBER 6, 2023

Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

SCHEDULE B

WORDING OF PLAN RELEASE AND SANCTION ORDER INJUNCTIONS

1137

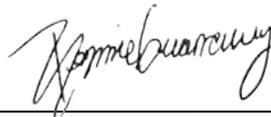
DRAFT: NOVEMBER 6, 2023

Without prejudice, confidential and not subject to disclosure, use or reliance, except with the permission of Paliare Roland Rosenberg Rothstein LLP

SCHEDULE "C"

CONTRACTUAL RELEASES TO BE PROVIDED BY KEY CREDITORS

This is Exhibit "NN" 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

November 9, 2023

Monique Jilesen
Direct line: 416-865-2926
Email: mjilesen@litigate.com**VIA EMAIL**Messrs. Richard Swan and Raj S. Sahni
Bennett Jones LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

Dear Counsel:

RE: Original Traders Energy Ltd et al.

We are the lawyers for Mr. Glenn Page and 2658658 Ontario Inc. (“**265**”). We write on behalf of our clients and Ms. Mandy Cox, who is represented by Goldblatt Partners LLP.

We confirm receipt of the Monitor’s Notice of Motion and Motion Record dated November 8, 2023 seeking, among other things, a worldwide Mareva injunction over the assets of Mr. Page, 265 and Ms. Cox. As you know, these motion materials were delivered to us by e-mail on November 8, 2023 at 10:56 p.m. with a return date of November 10, 2023 at 11:30 a.m., which was not canvassed with us.

From our preliminary review of the motion materials, the Monitor has scheduled the hearing of the motion on an urgent basis because the Monitor believes that the purchase and sale transaction of the property located at 118 Main Street in the City of Hamilton (the “**Property**”) is scheduled to close imminently and that the proceeds from the sale of the Property may be at risk of dissipation.

We disagree that there is any actual urgency requiring a hearing of the merits tomorrow. As your materials have identified, the Property was listed publicly and readily searchable on at least one mainstream Canadian real estate marketplace about three months ago on August 14, 2023. Our clients have advised that the purchase and sale transaction is scheduled to close on November 30, 2023 (the “**Closing Date**”). Enclosed to this letter are copies of an Agreement of Purchase and Sale (“**APS**”) and an Amendment to the APS reflecting the Closing Date.

While our clients strongly disagree with the concerns raised in the motion materials, they are nevertheless prepared to agree that the net proceeds of the sale be paid to Lenczner Slaght, In Trust, pending the resolution of any issues relating to the Mareva injunction. In exchange, the motion scheduled for tomorrow is to be adjourned to permit the responding parties to fully investigate the alleged issues and prepare responding materials. We do not yet have the full details on the quantum of the net proceeds but the parcel contained in your materials show that there remains a significant charge in favour of the Bank of Nova Scotia.

Separately, to assist with our investigation and to the extent they have not previously been produced to Mr. Page and 265, we request production forthwith of all documentation that the Monitor has reviewed and/or relied upon to substantiate the unproven allegations raised on this motion and in the Sixth Report of the Monitor.

Respecting many of the unproven allegations, they appear to be based on documentation that has been in the possession of the Monitor for a lengthy period of time. We are concerned by the strategic timing of this motion and in particular since it coincides with the recent delivery of OTE USA's Draft CCAA Plan Term Sheet to the Monitor.

Should the Monitor not accept our clients' offer, we will be relying on this correspondence tomorrow in our request for an adjournment of the motion to a date that provides us an opportunity to prepare responding materials.

We look forward to hearing from you.

Yours truly,



Per: Monique Jilesen

- c. J. Chen, B. Greenaway, K. Kinley – Lenczner Slaght LLP
- J. Orkin, N. Shelsen – Goldblatt Partners
- S. Graff, M. Henderson, S. Hans – Aird & Berlis LLP
- S. Tolani, T. Gray – Bennett Jones LLP

This is Exhibit "OO" 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

1142



Registrant Disclosure of Interest Acquisition of Property



Form 160

for use in the Province of Ontario

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I, DOUGLAS IMRIE declare that I am a registered
(Name of Registrant)

Real Estate Salesperson representing Royal Heritage Realty Ltd.
(Salesperson/Broker/Broker of Record) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option of the Property known as 118 Main St N

Hamilton ON LOR 2M0

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an interest in your Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION:
Douglas H Imrie is a real estate agent working for Royal Heritage Realty Ltd. who is related to the Buyer [redacted] As [redacted] Buyer Agent in the transaction I (Douglas Imrie) will be receiving commission as stated in the form 320.

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

Douglas H. Imrie -salesperson is [redacted] of the Buyer [redacted] and have both signed a Buyer Agent Agreement

(Attach Appendix "A" if necessary)

AND

I hereby declare that the following is a full disclosure of the particulars of any agreement by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

(Attach Appendix "B" if necessary)

I, will be receiving a portion of any commission payable in connection with this transaction.
(will/will not)

For the purposes of this Registrant's statement as Buyer, "Buyer" includes purchaser, tenant and lessee, and "Seller" includes vendor, landlord and lessor.

DOUGLAS IMRIE 08/28/23
(Signature of Registrant who is making the Declaration) (Date)

Paul. Etherington 08/28/23
(Signature of Declaring Registrant's Broker of Record/Manager of Brokerage) (Date)

ACKNOWLEDGEMENT

I/We, the undersigned, as Seller(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

(Witness) Mandy Cox Aug 28, 2023 | 1:09 PM ET
(Seller/Buyer/Other) (Date)

(Witness) [Signature] Aug 28, 2023 | 1:18 PM ET
(Seller/Buyer/Other) (Date)

1143



Confirmation of Co-operation and Representation Buyer/Seller



Form 320
for use in the Province of Ontario

BUYER: [Redacted]

SELLER: Mandy Cox & Glenn Page

For the transaction on the property known as: 118 Main St N Hamilton ON L0R 2M0

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
 - by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g., The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

[Redacted Signature] **BUYER**

[Signature: DI] **CO-OPERATING/BUYER BROKERAGE**

[Signature: Mandy Cox] **SELLER**

[Signature: Glenn Page] **LISTING BROKERAGE**

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE - REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE - COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
 25000.00 + HST
 to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Co-operating sales person working for Royal Heritage Realty Ltd. is representing the Buyer with a Buyer agency agreement. The BUYER [REDACTED] is related [REDACTED] to the co-operating salesperson... (DOUGLAS IMRIE)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Royal Heritage Realty Ltd.
 (Name of Co-operating/Buyer Brokerage)
 102 Brock Rd Unit 200 Pickering ON L1W 0B7
 Tel: 905-831-2222 Fax:
 DOUGLAS IMRIE 08/28/2023
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date)
 DOUGLAS IMRIE
 (Print Name of Salesperson/Broker/Broker of Record)

RE/MAX ESCARPMENT REALTY INC., BROKERAGE
 (Name of Listing Brokerage)
 2180 Itabashi Way #4B Burlington ON L7M5A5
 Tel: 905-639-7676 Fax: 905-681-9908
 [Signature] Aug 28, 2023 | 12:48 P
 (Authorized to bind the Listing Brokerage) (Date)
 CLINTON LORNE HOWELL
 (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.

[Signature Line] INITIALS OF BUYER(S)

[Signature Line] INITIALS OF SELLER(S)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

[Signature] 08/28/2023
 (Signature of Buyer) (Date)
 [Signature] (Date)
 (Signature of Buyer) (Date)

DocuSigned by:
 [Signature] Mandy Cox
 Mandy Cox (Date) Aug 28, 2023 | 1:09 PM E
 [Signature] Glenn Page
 Glenn Page (Date) Aug 28, 2023 | 1:18 PM E

1145



Agreement of Purchase and Sale



Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 28 day of August, 2023

BUYER: [Redacted], agrees to purchase from
(Full legal names of all Buyers)

SELLER: Mandy Cox & Glenn Page, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 118 Main St N Hamilton ON L0R 2M0

fronting on the East side of Main St N

in the City of Hamilton

and having a frontage of 46.90 Feet more or less by a depth of 285.56 Feet more or less

and legally described as
PCL 43-1, SEC M8; LT 43, PL M8; Flamborough City of Hamilton

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 3,800,000.00

Three Million Eight Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to RE/MAX ESCARPMENT REALTY INC. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, C attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 10:00 on the 28
(Seller/Buyer) (a.m./p.m.)

day of August 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 27 day of February

2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Redacted]

INITIALS OF SELLER(S): [Signatures]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 905-537-2246
(For delivery of Documents to Seller)

FAX No.: 905-239-4807
(For delivery of Documents to Buyer)

Email Address: clinton@rmxemail.com
(For delivery of Documents to Seller)

Email Address: dougimrie5151@gmail.com
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
See schedule C

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

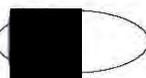
5. **FIXTURES EXCLUDED:**
blink cameras, Peleton Bike, tread mill in gym , all TV's , all surround sound systems , Pizza oven, Garage Freezer ,all patio furniture , Tucci Patio Umbrella

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
None .

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

