

This is Exhibit "W" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



This is Exhibit "X" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

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Home » Marine Transportation » Marine Safety » Products & Services » Vessel Registration Query System » Details for registered vessel CUZ WE CAN (O.N. 844825)

Vessel Registration Query System Menu

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Details for registered vessel CUZ WE CAN (O.N. 844825)



This vessel is no longer registered in Canada. For further information please contact us at 1-877-242-8770 or VR-IB@tc.gc.ca.

Date of closing: 2022-11-28.

Date modified: 2018-08-02

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This is Exhibit "Y" referred to in the Affidavit of Scott Hill sworn
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A handwritten signature in blue ink, appearing to read "Samantha Hill".

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USCG Maritime Information Exchange Port State Information Exchange

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Search By: *Vessel Name*

Vessel Name	Service Status	VIN	Call Sign	HIN	Service	Flag	Build Year
B CUZ WE CAN	Active	1165341	N/A	FGBD0227I304	Recreational	UNITED STATES	2003
CUZ WE CAN	Active	1040164	N/A	SERF4118G495	Recreational	UNITED STATES	1994
CUZ WE CAN	Active	1173098	N/A	STNAL109I405	Recreational	UNITED STATES	2004
CUZ WE CAN	Active	1233571	N/A		Recreational	UNITED STATES	N/A

ATTENTION: Your search has returned results from the PSIX *Archive Database* as well as our current database. Searches in this database are for data before 12/15/2001.

Search By: *Vessel Name*

Vessel Name	VIN	Call Sign	Service	Flag	Build Year
CUZ WE CAN	D1054957		RECREATIONAL	USA	1993

Last Update:

Tuesday, February 21, 2023

This is Exhibit "Z" referred to in the Affidavit of Scott Hill sworn
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Commissioner for Taking Affidavits



CUZ WE CAN

[Voyage Information](#)[My Notes](#)[Summary](#)[Latest Position](#)[Vessel Information](#)[Vessel Details Wiki](#)[Vessel Photos](#)[Recent Port Calls](#)

Where is the ship?

Pleasure Craft **CUZ WE CAN** is currently located at **USEC - US East Coast** at position **26° 00' 04.6" N, 080° 07' 18.5" W** as reported by MarineTraffic Terrestrial Automatic Identification System on 2023-01-13 11:26 LT (UTC -5) (**1 month, 9 days ago**)

Where is this vessel going?

The vessel is currently at port **FORT LAUDERDALE, US** after a voyage of 1 month, 6 days originating from port **PALM BEACH, US**.

What kind of ship is this?

CUZ WE CAN (MMSI: 316047137) is a **Pleasure Craft** and is sailing under the flag of **Canada**.

Her length overall (LOA) is 20 meters and her width is 6 meters.

Latest Position



Position Received: 2023-01-13 11:26 LT (UTC -5)

Vessel is Out-of-Range

Area: **USEC - US East Coast**

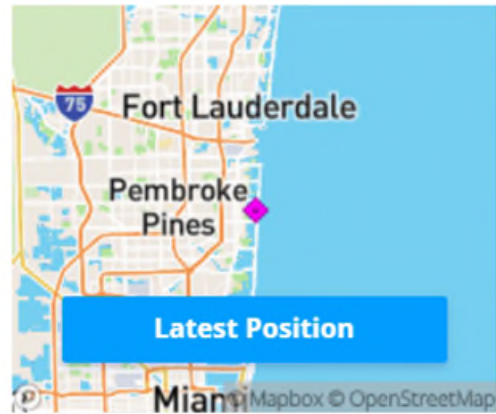
Current Port: **FORT LAUDERDALE**

Latitude / Longitude: **26.00127° / -80.1218°**

Navigational Status: **Class B**

Speed/Course: **0 kn / -**

AIS Source: **Fort Lauderdale** (operated by **TowBoatU.S. Ft. Lauderdale**)



 **CUZ WE CAN**
Pleasure craft



-  Details
-  Track
-  Add Photo
-  Add to fleet

? Destination not available
ETA: -

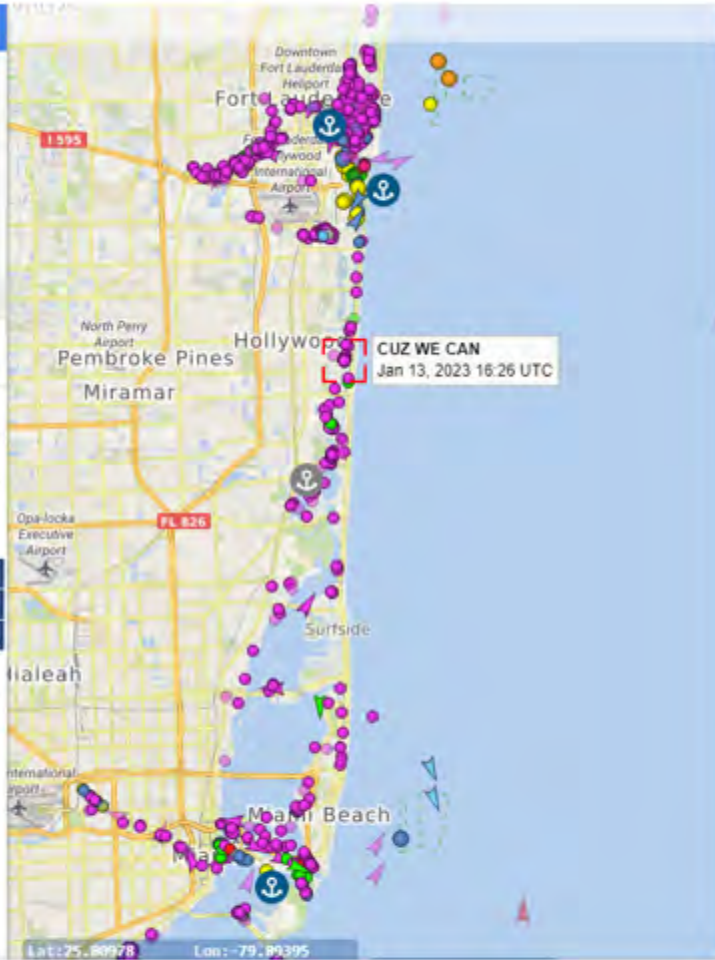
Speed:	Course:	Draught:
0.0 kn	-	-
Status:	Last report:	
-	Jan 13, 2023 16:26 UTC	

PORT CALLS

WEATHER

VESSEL PARTICULARS

Gross Tonnage:	Built:	IMO number:
-	-	-
Deadweight:	Size:	MMSI:
-	20 / 6 m	316047137



This is Exhibit "AA" referred to in the Affidavit of Scott Hill
sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

HOME SOUTH

2022 AZIMUT 70 FT FOR SALE


\$2,950,000
HOLLYWOOD, FL, US


GENERAL DESCRIPTION


NEW LISTING: 2022 Azimut S7


This original owner 2022 Azimut S7 was delivered in August 2021 and has always been professionally maintained by its full-time captain. The layout features a 3 cabin + 4th cabin/office and 3 heads plus crew quarters. It is worth mentioning that the majority of engine hours logged come from slow-speed deliveries.


NOT AVAILABLE FOR SALE TO U.S RESIDENTS WHILE IN U.S. WATERS




JUSTIN SULLIVAN
Yacht Broker
+1 954.931.2230

 CALL JUSTIN

 TEXT JUSTIN

 EMAIL JUSTIN

This is Exhibit "BB" referred to in the Affidavit of Scott Hill
sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Sumanta Kumar".

Commissioner for Taking Affidavits




[Home](#) / [Yacht Search](#) / [Azimut](#) / [2022 Azimut 70 S7 "Home South"](#)

2022 AZIMUT 70 S7 "HOME SOUTH"

2793608

\$2,950,000

NEW LISTING: 2022 Azimut S7 Preliminary listing! Full description and photos coming soon!

 **Hollywood, Florida**

[REQUEST INFORMATION](#) ↘



This is Exhibit "CC" referred to in the Affidavit of Scott Hill
sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



2022 Azimut 70' (21.34 m) S7

Hollywood, Florida, United States

Home South

NEW LISTING: 2022 Azimut S7 Preliminary listing! Full description and photos coming soon!

NOT FOR SALE TO US RESIDENTS WHILE IN US WATERS

🇨🇦 Flag of Registry: Canada

📍 Port of Registry: Hamilton

\$ 2,950,000 USD

✉ EMAIL BROKER ☎ 860-399-6213

Contact Us

This is Exhibit "DD" referred to in the Affidavit of Scott Hill
sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



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Detail by Entity Name

Florida Profit Corporation
ALLIED MARINE, INC.

Filing Information

Document Number	P93000065715
FEI/EIN Number	65-0438082
Date Filed	09/21/1993
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/01/2010
Event Effective Date	NONE

Principal Address

1445 SE 16th Street
Ft Lauderdale, FL 33316

Changed: 04/02/2014

Mailing Address

C/O 1441 BRICKELL AVE
SUITE 1400
MIAMI, FL 33131

Changed: 04/30/2009

Registered Agent Name & Address

ROBERT ALLEN LAW
1441 BRICKELL AVE
STE 1400
MIAMI, FL 33131

Name Changed: 05/03/2004

Address Changed: 05/03/2005

Officer/Director Detail

Name & Address

Title Director, VP, Controller, Secretary

Meletti, Simone
 1445 SE 16th Street
 Ft Lauderdale, FL 33316

Title President

BURKARD, JON
 1445 SE 16th Street
 Ft Lauderdale, FL 33316

Annual Reports

Report Year	Filed Date
2020	06/29/2020
2021	04/27/2021
2022	04/20/2022

Document Images

04/20/2022 – ANNUAL REPORT	View image in PDF format
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06/29/2020 – ANNUAL REPORT	View image in PDF format
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02/28/2017 – ANNUAL REPORT	View image in PDF format
06/20/2016 – AMENDED ANNUAL REPORT	View image in PDF format
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03/25/2015 – ANNUAL REPORT	View image in PDF format
06/02/2014 – AMENDED ANNUAL REPORT	View image in PDF format
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09/07/2011 -- ANNUAL REPORT	View image in PDF format
08/31/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
10/04/2010 – ANNUAL REPORT	View image in PDF format
09/01/2010 – Name Change	View image in PDF format
01/26/2010 – ANNUAL REPORT	View image in PDF format
06/24/2009 – ANNUAL REPORT	View image in PDF format
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04/27/2007 – ANNUAL REPORT	View image in PDF format
04/27/2006 – ANNUAL REPORT	View image in PDF format
05/03/2005 – ANNUAL REPORT	View image in PDF format
05/03/2004 – ANNUAL REPORT	View image in PDF format

01/12/2004 – Merger	View image in PDF format
05/07/2003 – ANNUAL REPORT	View image in PDF format
08/29/2002 – Merger	View image in PDF format
08/28/2002 – Amended/Restated Article/NC	View image in PDF format
05/27/2002 – ANNUAL REPORT	View image in PDF format
10/17/2001 – Reg. Agent Change	View image in PDF format
05/17/2001 – ANNUAL REPORT	View image in PDF format
07/31/2000 – ANNUAL REPORT	View image in PDF format
04/20/1999 – ANNUAL REPORT	View image in PDF format
01/30/1998 – ANNUAL REPORT	View image in PDF format
02/27/1997 – ANNUAL REPORT	View image in PDF format
02/07/1996 – ANNUAL REPORT	View image in PDF format
07/13/1995 – ANNUAL REPORT	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company
AMERICAN YACHT GROUP LLC

Filing Information

Document Number	L20000061969
FEI/EIN Number	84-5021334
Date Filed	02/25/2020
Effective Date	02/25/2020
State	FL
Status	ACTIVE

Principal Address

1095 N HWY A1A
JUPITER, FL 33477

Changed: 12/16/2020

Mailing Address

1095 N HWY A1A
JUPITER, FL 33477

Changed: 12/16/2020

Registered Agent Name & Address

PURIMETLA, RAVIKUMAR
1095 N HWY A1A
JUPITER, FL 33477

Name Changed: 05/23/2022

Address Changed: 01/15/2021

Authorized Person(s) Detail

Name & Address

Title MGR

simmons, Andrew
1095 N HWY A1A
Jupiter, FL 33477

Title MGR

Paglia, Anthony
1095 N HWY A1A
JUPITER, FL 33477

Title MGR

PURIMETLA, RAVIKUMAR
1095 N HWY A1A
JUPITER, FL 33477

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2022	05/23/2022
2023	01/23/2023

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12/01/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
05/23/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
02/25/2020 -- Florida Limited Liability	View image in PDF format

BREWER YACHT SALES, LLC

REDOMESTICATED

333 BOSTON POST ROAD, WESTBROOK, CT, 06498
BUSINESS DETAILS

Business Details



General Information



Business Name

BREWER YACHT SALES, LLC

Business status

REDOMESTICATED

Citizenship/place of formation

Domestic/Connecticut

Business address

333 BOSTON POST ROAD, WESTBROOK, CT, 06498

Annual report due

3/31/2022

NAICS code

Business ALEI

0636903

Date formed

12/7/1999

Business type

LLC

Mailing address

THE CORPORATION TRUST COMPANY CORPORATION TRUST CENTER 1209 ORANGE ST.,
WILMINGTON, DE, 19801

Last report filed

2016

BUSINESS DETAILS

NAICS sub code

Principal Details



Principal Name

BREWER YACHT YARD GROUP, INC.

Principal Title

MEMBER

Principal Business address

63 PILOTS POINT DRIVE, WESTBROOK, CT, 06498, United States

Agent details



Agent name

JOHN D. BREWER JR.

Agent Business address

333 BOSTON POST ROAD, WESTBROOK, CT, 06498, United States

Agent Residence addresss

96 MOUNTAIN WOOD RD , STAMFORD, CT, 06903, United States

Filing History



Business Formation - Certificate of Incorporation

0002048922

Filing date: 12/7/1999

Filing time:

Volume Type

B

Volume

305

BUSINESS DETAILS

481

Pages

4

Date generated

12/7/1999



Agent Resignation - Agent Resignation

0002418809

Filing date: 5/15/2002

Filing time:

Volume Type

B

Volume

495

Start page

902

Pages

1

Date generated

5/15/2002



Change of Agent Address - Agent Address Change

0004467041

Filing date: 11/3/2011

Filing time:

Volume Type

B

Volume

1573

Start page

3680

BUSINESS DETAILS

1

Date generated

11/3/2011



First Report - Organization and First Report

0004478344

Filing date: 11/30/2011

Filing time:

Volume Type

B

Volume

1580

Start page

1152

Pages

3

Date generated

11/30/2011



Change of Agent - Agent Change

0004478346

Filing date: 11/30/2011

Filing time:

Volume Type

B

Volume

1580

Start page

1155

Pages

2

BUSINESS DETAILS

11/30/2011



Annual Report(2012)

0004791239

Filing date: 12/24/2012

Filing time:

Volume Type

B

Volume

1761

Start page

3375

Pages

3

Date generated

12/24/2012



Annual Report(2013)

0004995129

Filing date: 12/9/2013

Filing time:

Volume Type

B

Volume

1876

Start page

3342

Pages

2

Date generated

12/9/2013

BUSINESS DETAILS

Annual Report(2014)



0005705476

Filing date: 11/29/2016

Filing time:

Volume Type

B

Volume

2273

Start page

1653

Pages

2

Date generated

11/29/2016

Annual Report(2015)



0005705512

Filing date: 11/29/2016

Filing time:

Volume Type

B

Volume

2273

Start page

1725

Pages

2

Date generated

11/29/2016

Annual Report(2016)



BUSINESS DEPART
0005705527

Filing date: 11/29/2016

Filing time:

Volume Type

B

Volume

2273

Start page

1754

Pages

2

Date generated

11/29/2016

Conversion - Certificate of Conversion



0005741576

Filing date: 1/13/2017

Filing time:

 [View details](#)

Volume Type

B

Volume

2293

Start page

705

Pages

3

Date generated

1/13/2017




Domestication - Certificate of Domestication

0005755626

Filing date: 1/30/2017

Filing time:

 [View details](#)

Volume Type

BUSINESS DETAILS

Volume

2300

Start page

3302

Pages

2

Date generated

1/30/2017

Name History



Filing Number: 0005741576

BREWER YACHT SALES, INC.

Filing date: 1/13/2017

Shares



None

This is Exhibit "EE" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits

October 20, 2022

Sent by Email: jelian@airsprint.com

James Elian
President & CEO
AirSprint Private Aviation
1910 McCall Landing NE
Calgary, AB T2E 9B5

Dear Mr. Elian:

**Re: *Original Traders Energy LP, et al. v. Glenn Page, et al.*
Court File No. CV-22-00688572-0000**

We are counsel to Glenn Page and 2658658 Ontario Inc. o/a GPMC Holdings (“**GPMC**”).

As you know, GPMC is the fractional owner of various private jets (the “**Jets**”) through the fractional ownership program of AirSprint Private Aviations (“**AirSprint**”). We write to confirm that GPMC purchased its fractional ownership interests in the Jets with its own funds.

We understand that on October 17, 2022, you were provided with a Statement of Claim for an action commenced by Original Traders Energy LP (“**OTE LP**”) and various other plaintiffs against Glenn Page, GPMC, and numerous other defendants, bearing Court File No. CV-22-00688572-0000 (the “**Action**”). Mr. Page was only served today with the Statement of Claim and strongly denies the allegations it makes. He will respond to those false allegations in the court process.

Among other things, the Statement of Claim alleges that OTE LP’s funds were misappropriated through the issuance of the following wire transfers to AirSprint that were approved by Mr. Page (collectively, the “**Wire Transfers**”):

1. Wire transfer from account ending in -1640 in the amount of \$217,760.41 on August 3, 2021;
2. Wire transfer from account ending in -1640 in the amount of \$217,760.41 on August 6, 2021;
3. Wire transfer from account ending in -1640 in the amount of \$344,650.01 (USD) on August 31, 2021;
4. Wire transfer from account ending in -1436 in the amount of \$175,511.24 (USD) on August 31, 2021;

5. Wire transfer from account ending in -1436 in the amount of \$67,503.42 (USD) on September 1, 2021;
6. Wire transfer from account ending in -1640 in the amount of \$217,760.41 (USD) on September 1, 2021; and
7. Wire transfer from account ending in -1640 in the amount of \$125,000 (USD) on June 14, 2022.

These allegations are false and are strongly denied by Mr. Page and GPMC.

By way of background, GPMC is a limited partner in OTE LP. As a limited partner, and like the other limited partners in OTE LP (who are plaintiffs in the Action), GPMC was entitled to receive distributions of profits from OTE LP. Each of the Wire Transfers was comprised of distributions due to be paid from OTE LP to GPMC. Instead of receiving the distributions itself, GPMC directed them be paid to AirSprint. The payments were either to purchase GPMC's fractional ownership interest in the Jets (in whole or in part) or to pay usage fees for the Jets. Accordingly, there was no "misappropriation" of OTE LP's funds.

We also understand that legal counsel for OTE LP wrote to you on October 17, 2022, claiming that "any and all remaining air travel credits or entitlements on account are the property of OTE LP and are to be returned to, or used by OTE LP and no other person." Again, this is entirely false. The Wire Transfers were of funds that belonged to GPMC. I note as well that the Action is solely a claim for damages and does not seek to have any property declared to belong to OTE LP or returned to it. OTE LP and the other plaintiffs are seeking to intimidate AirSprint into granting them relief that they are not even seeking in the Action, and for which there is absolutely no factual or legal basis.

OTE LP and the other plaintiffs are using the unproven and false allegations in Statement of Claim to smear my clients and use it as leverage to obtain a result that they are not entitled to at law and have not sought in the Action. These efforts should be rejected. None of the travel credits or entitlements held by AirSprint on GPMC's account should be returned to or held to be used by OTE LP. They are rightfully the property of GPMC.

If you have any questions about the above, I encourage you to contact me at your convenience.

Yours truly,



Fredrick R. Schumann

FS/hw

- c. Daniel Goudge, *Stockwoods LLP* (by email)
Martin Henderson, Hansen Wong, & Jesse Rosensweet, *Aird & Berlis LLP* (by email)

From: Jesse Rosensweet
Sent: October 17, 2022 6:10 PM
To: 'mnk@airsprint.com' <mnk@airsprint.com>
Cc: 'jelian@airsprint.com' <jelian@airsprint.com>
Subject: Statement of Claim - Glenn Page et al.

Mr. Knapp and Mr. Elian – further to my prior correspondence, please take note that Original Traders Energy LP (“OTE LP”) has initiated legal proceedings against Glenn Page et al.

A number of wire transfers were sent to AirSprint Inc., as described in para. 63 of the attached statement of claim. Be advised that OTE LP asserts that these transfers were not duly authorized and that any and all remaining air travel credits or entitlements on account are the property of OTE LP and are to be returned to, or used by, OTE LP and no other person.

We would like to discuss the particulars of OTE LP’s account with someone from your business team. Please advise of the earliest opportunity to convene such a discussion. In the meantime, kindly provide copies of all agreements, invoices and statements of account relevant to OTE LP (including without limitation those related to the transactions referenced in para. 63).

Regards,

Jesse Rosensweet
Aird & Berlis LLP

T 416.865.3063
E jrosensweet@airdberlis.com

This email is intended only for the individual or entity named in the message. Please let us know if you have received this email in error. If you did receive this email in error, the information in this email may be confidential and must not be disclosed to anyone.

From: Jesse Rosensweet
Sent: September 8, 2022 6:02 PM
To: mnk@airsprint.com
Cc: jelian@airsprint.com
Subject: LT AirSprint re Authority - 8Sep2022

Kindly see attached correspondence of today’s date.

Jesse Rosensweet

T 416.865.3063
F 416.863.1515
E jrosensweet@airdberlis.com

Aird & Berlis LLP | Lawyers
Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9 | airdberlis.com

This is Exhibit "FF" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill". The signature is written in a cursive style with a large initial 'S'.

Commissioner for Taking Affidavits

Original Traders Energy LP

Financial Statements
(Unaudited)

December 31, 2020



June 11, 2021

Independent Practitioner's Review Engagement Report

To the Partners of Original Traders Energy LP

We have reviewed the accompanying financial statements of Original Traders Energy LP that comprise the balance sheet as at December 31, 2020, and the statements of partners' surplus, operations and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Original Traders Energy LP as at December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

**Chartered Professional Accountants
Licensed Public Accountants**

Hamilton, Ontario

Original Traders Energy LP

Balance Sheet (Unaudited)

	December 31	
	2020	2019
Assets		
Current assets		
Cash	\$ 3,081,420	\$ 2,381,428
Accounts receivable (Note 2)	5,917,485	3,247,062
Inventory (Note 3)	2,322,433	1,392,835
Prepaid expenses	<u>377,912</u>	<u>12,624</u>
	11,699,250	7,033,949
Promissory notes receivable (Note 4)	1,907,682	595,485
Due from related limited partnership (Note 5)	300,769	287,655
Property, plant and equipment (Note 6)	<u>9,330,951</u>	<u>3,201,714</u>
	<u>\$ 23,238,652</u>	<u>\$ 11,118,803</u>
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities (Note 8)	\$ 12,320,147	\$ 7,633,204
Unearned revenue	37,112	13,014
Loan payable (Note 10)	<u>1,050,000</u>	<u>-</u>
	13,407,259	7,646,218
Promissory notes payable (Note 9)	<u>268,304</u>	<u>268,304</u>
	13,675,563	7,914,522
Partners' surplus		
Partners' capital (deficit)	3,204,281	(427,478)
Undistributed surplus	<u>6,358,808</u>	<u>3,631,759</u>
	<u>9,563,089</u>	<u>3,204,281</u>
	<u>\$ 23,238,652</u>	<u>\$ 11,118,803</u>

See accompanying notes to the financial statements.

APPROVED BY THE PARTNERS:

_____ Partner

_____ Partner

Original Traders Energy LP

Statement of Partners' Surplus

(Unaudited)

Year ended December 31, 2020

	Balance at beginning of the year	Share of net income	Balance at end of the year
Original Traders Energy Ltd.	\$ 3,116	\$ 6,359	\$ 9,475
Miles Hill	1,072,601	2,117,483	3,190,084
Scott Hill	1,048,770	2,117,483	3,166,253
2658658 Ontario Inc.	<u>1,079,794</u>	<u>2,117,483</u>	<u>3,197,277</u>
	<u>\$ 3,204,281</u>	<u>\$ 6,358,808</u>	<u>\$ 9,563,089</u>

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Operations (Unaudited)

	Year ended December 31	
	2020	2019
Sales	\$ 94,144,524	\$ 89,873,689
Cost of sales	<u>76,387,239</u>	<u>79,135,974</u>
Gross profit	17,757,285	10,737,715
Expenses		
Wages and benefits	5,252,409	1,954,575
Professional fees	1,215,792	1,168,600
Consulting fees	1,188,841	48,834
Repairs and maintenance	1,152,211	2,269,226
Advertising and promotion	681,354	212,365
Insurance	613,805	308,110
Security	335,334	160,903
Travel and automotive	280,656	111,418
Amortization	277,984	200,076
Computer expense	207,398	62,000
Office and general	177,434	76,263
Interest and bank charges	80,260	83,979
Telephone and utilities	61,359	42,277
Rent	44,315	161,868
Meals and entertainment	41,752	49,024
Supplies	24,201	5,601
Equipment rental	9,640	4,957
Memberships	5,796	12,469
Training and seminars	5,571	8,528
Commissions	-	384,065
	<u>11,656,112</u>	<u>7,325,138</u>
Income from operations	<u>6,101,173</u>	<u>3,412,577</u>
Other income		
Gain on foreign exchange	233,894	202,941
Interest income	12,177	13,467
Government assistance (Note 12)	11,564	-
Miscellaneous income	-	2,774
	<u>257,635</u>	<u>219,182</u>
Net income for the year	<u>\$ 6,358,808</u>	<u>\$ 3,631,759</u>

See accompanying notes to the financial statements.

Original Traders Energy LP

Statement of Cash Flows

(Unaudited)

	Year ended December 31	
	2020	2019
Cash flows from (used in) operating activities		
Net income for the year	\$ 6,358,808	\$ 3,631,759
Item not involving cash		
Amortization	<u>277,984</u>	<u>200,076</u>
	<u>6,636,792</u>	<u>3,831,835</u>
Net change in non-cash working capital balances relating to operations		
Increase in accounts receivable	(2,670,423)	(1,456,071)
Increase in inventory	(929,598)	(704,455)
Decrease (increase) in prepaid expenses	(365,288)	26,783
Increase in accounts payable and accrued liabilities	4,686,943	3,945,733
Increase in unearned revenue	<u>24,098</u>	<u>13,014</u>
	<u>745,732</u>	<u>1,825,004</u>
	<u>7,382,524</u>	<u>5,656,839</u>
Cash flows from (used in) investing activities		
Issuance of promissory notes receivable	(1,575,593)	(530,485)
Repayment of promissory notes receivable	263,396	-
Mortgage payments received	-	175,300
Purchase of property, plant and equipment	<u>(6,407,221)</u>	<u>(757,296)</u>
	<u>(7,719,418)</u>	<u>(1,112,481)</u>
Cash flows from (used in) financing activities		
Advances to related limited partnership	(13,114)	-
Repayments from related limited partnership	-	75,529
Repayments of promissory notes payable	-	(889,396)
Repayment of loan payable	(450,000)	(1,250,000)
Proceeds from loan payable	1,500,000	-
Capital contributions (withdrawals)	<u>-</u>	<u>(102,467)</u>
	<u>1,036,886</u>	<u>(2,166,334)</u>
Net increase in cash during the year	699,992	2,378,024
Cash at beginning of the year	<u>2,381,428</u>	<u>3,404</u>
Cash at end of the year	<u>\$ 3,081,420</u>	<u>\$ 2,381,428</u>

See accompanying notes to the financial statements.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

Nature of operations

Original Traders Energy LP (the "Partnership") was formed under the laws of the Province of Ontario by the Partnership Agreement dated July 2017 between Original Traders Energy Ltd., the General Partner, and the Limited Partners described therein. The Partnership was formed to provide wholesale fuel distribution to First Nations communities.

Basis of accounting

These financial statements pertain to the Partnership carried on under the name of Original Traders Energy LP and accordingly do not include the assets, liabilities, revenue and expenses of the individual partners. These financial statements do not contain any charges for salaries or interest paid to the limited partners and no provision has been made in the financial statements for the effect of personal income taxes on the net income for the period.

1. Significant accounting policies

These financial statements are prepared in accordance with Canadian accounting standards for private enterprises. The significant accounting policies are detailed as follows:

Cash

Cash consists of cash on hand and balances held with financial institutions, net of outstanding cheques and deposits.

Inventory

Inventory, consisting of unleaded and diesel gasoline, is valued at the lower of cost and net realizable value. Cost is determined using the average cost method. Net realizable value is the estimated selling price in the ordinary course of business, less any applicable variable selling costs.

Property, plant and equipment

Property, plant and equipment are recorded at cost. The Partnership provides for amortization using the declining balance method at rates designed to amortize the cost of the property, plant and equipment over their estimated useful lives. The annual amortization rates are as follows:

Blending sites	4%
Equipment	20%
Office equipment	20%
Computer equipment	55%
Computer software	100%

Amortization of leasehold improvements is recorded on a straight-line basis over the remaining term of the lease plus the first renewal option.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

1. Significant accounting policies, continued

Revenue recognition

Revenue is recognized when the product is shipped, the customer takes ownership and assumes the risk of loss, there is persuasive evidence that an arrangement exists, the sales price is fixed or determinable and collection is reasonably assured. Revenue is recorded net of any applicable discounts or other allowances. No HST is collected on revenue as all sales are made to exempt parties.

Income taxes

No provision has been made for income taxes in these financial statements, as the income will be taxable to the corporate/individual partners.

Government assistance

Government assistance provided for non-capital expenditures of the current period have been accounted for as other income. Government assistance provided for expenses of future periods is initially deferred and subsequently recognized to other income as eligible expenditures are incurred.

Foreign exchange

Monetary assets and liabilities of the Partnership which are denominated in foreign currencies are translated at year end exchange rates. Other assets and liabilities are translated at rates in effect at the date the assets were acquired and liabilities incurred. Revenues and expenses are translated at the rates of exchange in effect at their transaction dates. The resulting gains or losses are included in net income.

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet date and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

1. Significant accounting policies, continued

Financial instruments

Measurement of financial instruments

The Partnership initially measures its financial assets and liabilities at fair value, except for certain related party transactions that are measured at the carrying amount or exchange amount, as appropriate.

The Partnership subsequently measures all its financial assets and financial liabilities at cost or amortized cost, except for investments in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income in the period incurred.

Financial assets measured at amortized cost include cash, accounts receivable, promissory notes receivable and due from related limited partnership.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, promissory notes payable and loan payable.

The Partnership has not designated any financial asset or financial liability to be measured at fair value.

Impairment

For financial assets measured at cost or amortized cost, the Partnership determines whether there are indications of possible impairment. When there is an indication of impairment, and the Partnership determines that a significant adverse change has occurred during the period in the expected timing or amount of future cash flows, a write-down is recognized in net income. A previously recognized impairment loss may be reversed to the extent of the improvement. The carrying amount of the financial asset may not be greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in net income for the year.

Transaction costs

Transaction costs related to financial instruments that will be subsequently measured at fair value are recognized in net income in the period incurred. Transaction costs related to financial instruments subsequently measured at amortized cost are included in the original cost of the asset or liability and recognized in net income over the life of the instrument using the straight-line method.

Original Traders Energy LP

Notes to Financial Statements (Unaudited)

December 31, 2020

2. Accounts receivable

	December 31	
	2020	2019
Accounts receivable - trade	\$ 3,871,033	\$ 2,555,280
HST receivable	2,046,452	680,298
Accounts receivable - CBSA	-	11,484
	<u>\$ 5,917,485</u>	<u>\$ 3,247,062</u>

3. Inventory

Inventory consists of unleaded and diesel gasoline. During the year, inventory totaling \$65,205,696 (2019 - \$71,770,062) was expensed through cost of sales.

4. Promissory notes receivable

	December 31	
	2020	2019
Note receivable from J. Maracle	\$ 583,418	\$ -
Note receivable from Walpole	345,051	65,000
Note receivable from Gen7 Hiawatha	293,460	280,485
Note receivable from Gen7 Quebec Expansion	260,753	-
Note receivable from Gen7 Melbourne	250,000	250,000
Note receivable from Gen7 Tyendinaga	<u>175,000</u>	<u>-</u>
	<u>\$ 1,907,682</u>	<u>\$ 595,485</u>

The promissory notes receivable are unsecured, non-interest bearing with no set terms of repayment. All promissory notes receivable are due on, or before, October 1, 2022. If a promissory note has not been fully repaid by October 1, 2022 the remaining balance becomes due on demand.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

5. Due from related limited partnership

	December 31	
	2020	2019
Due from Gen7 Fuel Management Services LP	<u>\$ 300,769</u>	<u>\$ 287,655</u>

All of the limited partners in the Partnership are also limited partners in Gen7 Fuel Management Services LP. The balance due from the related limited partnership is unsecured, non-interest bearing with no specific terms of repayment. Since the Partnership has indicated that it is not its intention to request repayment of this amount during the next fiscal year, this amount has been classified as a non-current asset in the accompanying financial statements.

6. Property, plant and equipment

	December 31			
	Cost	Accumulated Amortization	2020 Net Book Value	2019 Net Book Value
Blending sites	\$ 9,567,888	\$ 399,986	\$ 9,167,902	\$ 3,019,894
Equipment	69,344	19,416	49,928	62,410
Office equipment	30,418	11,020	19,398	19,166
Leasehold improvements	92,495	8,187	84,308	88,933
Computer equipment	34,997	25,582	9,415	11,311
Computer software	96,314	96,314	-	-
	<u>\$ 9,891,456</u>	<u>\$ 560,505</u>	<u>\$ 9,330,951</u>	<u>\$ 3,201,714</u>

7. Line of credit

A line of credit has been authorized by the bank to a maximum of \$1,000,000 and bears interest at the Royal Bank of Canada's (RBC) prime lending rate plus 1.50%. A general security agreement covering all assets of the Partnership has been pledged as security. As at December 31, 2020, \$Nil (2019 - \$Nil) had been drawn on the line of credit.

8. Accounts payable and accrued liabilities

Government remittances consist of amounts (such as sales taxes, payroll taxes, health taxes and workers' safety insurance premiums) required to be paid to government authorities and are recognized when amounts become due. In respect of government remittances, \$7,976,591 (2019 - \$3,811,959) is included in accounts payable and accrued liabilities.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

9. Promissory notes payable

	December 31	
	2020	2019
Note payable to Miles Hill, due February 2022	\$ 69,413	\$ 69,413
Note payable to Scott Hill, due February 2022	92,113	92,113
Note payable to 2584861 Ontario Inc., due February 2022	64,328	64,328
Note payable to 2658658 Ontario Inc., due February 2022	42,450	42,450
	<u>\$ 268,304</u>	<u>\$ 268,304</u>

The promissory notes payable all bear interest at 1.00% at the discretion of the lenders, are secured by a general security agreement and have no specific terms of repayment. Interest has been waived in the current year.

10. Loan payable

The loan payable is part of an ongoing agreement that commenced on July 1, 2020 and will conclude on June 30, 2023. Under the terms of the agreement, the lender will advance a maximum of \$1,500,000 per new blending site as the Partnership continues to expand and build new blending sites across Canada. Advances are unsecured, non-interest bearing and are repayable within one year of the initial advance in equal monthly instalments determined at the time of the advance.

11. Partnership units

	December 31	
	2020	2019
Miles Hill - 333,333	\$ 33,333	\$ 33,333
Scott Hill - 333,333	33,333	33,333
2658658 Ontario Inc. - 333,333	<u>33,333</u>	<u>33,333</u>
	<u>\$ 99,999</u>	<u>\$ 99,999</u>

The Partnership is authorized to issue an unlimited number of partnership units and each partnership unit is entitled to one vote.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

12. Government assistance

As part of the Government of Canada's economic response plan to the COVID-19 pandemic, it was declared that companies and organizations would be eligible for the Canada Emergency Wage Subsidy ("CEWS"). This program provides a wage subsidy to eligible employers. Management determined that the Partnership was eligible for the CEWS based on the established criteria and applied to receive the subsidy. The CEWS claim periods were predefined by the Government of Canada and management determined that the Partnership was eligible for the subsidy in the amount of \$11,564 related to the claim periods covering March 15, 2020 to December 31, 2020. The entire subsidy relates to the current fiscal year and has been recorded as government assistance in the statement of operations. Management will continue to assess the Partnership's eligibility for the CEWS as long as the program is being offered by the Government of Canada.

The CEWS is subject to review by the Government of Canada and its related authorities. Any resulting adjustments or required repayments that may result from such a review will be reflected in the year of settlement.

13. Related party transactions

The following transactions took place between the Partnership and Gen7 Fuel Management Services LP, a limited partnership under common control, during the year:

	2020	2019
Freight	<u>\$ 9,557,585</u>	<u>\$ 6,755,231</u>

These transactions were in the normal course of operations and have been valued in these financial statements at the exchange amount which is the amount of consideration established and agreed to by the related parties.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

14. Financial Instruments

Transactions in financial instruments may result in an entity assuming or transferring to another party one or more of the financial risks described below. The required disclosures provide information that assists users of financial statements in assessing the extent of risk related to financial instruments.

Foreign exchange risk

The Partnership is exposed to foreign exchange risk in United States dollars. Foreign exchange risk is the risk that the exchange rate that was in effect on the date that an obligation in a foreign currency was made to the Partnership by a customer, or that an obligation in a foreign currency was made to the Partnership to a supplier, is different at the time of settlement than it was at the time that the obligation was determined. The Partnership does not utilize financial instruments to manage its foreign exchange risk. The Partnership maintains adequate foreign currency balances in its bank provided by its customers that discharged their obligations to the Partnership in the related currency, to discharge its related foreign currency obligations.

Currency risk

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Partnership realizes a portion of its sales and purchases in foreign currency. Consequently, some assets, liabilities, revenues and expenses are exposed to foreign exchange fluctuations.

As of December 31, 2020, United States denominated cash, accounts receivable and prepaid expenses of \$615,274, \$43,377 and \$240,855 (2019 - \$679,187, \$Nil and \$Nil) respectively were converted into Canadian dollars using the year-end exchange rate.

Credit risk

The Partnership does have credit risk in accounts receivable of \$5,917,485 (2019 - \$3,247,062). Credit risk is the risk that one party to a transaction will fail to discharge an obligation and cause the other party to incur a financial loss. The Partnership reduces its exposure to credit risk by performing credit valuations on a regular basis, granting credit upon a review of the credit history of the applicant and creating an allowance for bad debts when applicable. The Partnership maintains strict credit policies and limits in respect to counterparties. The Partnership also mitigates its credit risk by implementing weekly direct payments from their largest customers.

Concentration risk

The Partnership does have concentration risk. Concentration risk is the risk that a customer has more than ten percent of the total accounts receivable balance and thus there is a higher risk to the business in the event of a default by one of these customers. Concentrations of credit risk relates to groups of counterparties that have similar economic or industry characteristics that cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. At December 31, 2020, receivables from three customers comprised approximately 37% (2019 - 55%) of the total outstanding receivables. The Partnership reduces this risk by regularly assessing the credit risk associated with these accounts and closely monitoring any overdue balances.

Original Traders Energy LP

Notes to Financial Statements

(Unaudited)

December 31, 2020

14. Financial instruments, continued

Liquidity risk

The Partnership does have a liquidity risk in the accounts payable and accrued liabilities of \$12,320,147 (2019 - \$7,633,204). Liquidity risk is the risk that the Partnership cannot repay its obligations when they become due to its creditors. The Partnership reduces its exposure to liquidity risk by ensuring that it documents when authorized payments become due, maintains an adequate line of credit to repay trade creditors and repays long term debt interest and principal as they become due.

15. Impact of COVID-19

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus ("COVID-19"), a pandemic resulting in economic uncertainties potentially affecting the Partnership's cash flows, financial position and results of operations. At this time, it is unknown the extent of the impact that the COVID-19 outbreak may have on the Partnership as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the virus and duration of the outbreak, forced closures or disruptions and quarantine/isolation measures that are currently, or may be put in place by government authorities to fight the virus. The Partnership continues to assess the impact COVID-19 will have on its business activities in the future, however, the extent of the effect of the COVID-19 pandemic remains uncertain.

This is Exhibit "GG" referred to in the Affidavit of Scott Hill
sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".

Commissioner for Taking Affidavits



February 21, 2023

Original Traders Energy L. P.
7273 Indian Line
Scotland ON N0R 1R0
Attention: Scott Hill

Dear Scott Hill:

Subject: Audit of the Fuel Charge Account 78493 0489 CT0001 for the periods from April 1, 2019 to September 30, 2022.

We have completed our audit of your fuel charge account under the *Greenhouse Gas Pollution Pricing Act* (the Act) for the period mentioned above. A Notice of Reassessment will be sent under separate cover.

Our audit resulted in an assessment in the amount of \$91,734,032 based on the following:

Period Ending	2019-12-31	2020-12-31	2021-12-31	2022-09-30
Increase to charge payable subs.17(1), subs.40(1):				
Unreported deliveries, gasoline	\$3,205,175	\$11,814,618	\$29,174,828	\$37,454,802
Unreported deliveries, LFO	<u>\$ 118,568</u>	<u>\$ 494,423</u>	<u>\$ 4,087,571</u>	<u>\$ 5,384,046</u>
Period Ending Totals	\$3,323,743	\$12,309,041	\$33,262,399	\$42,839,848
Total Assessment				<u>\$91,734,032</u>

EXPLANATION OF CHANGES

Increase to charge payable -gasoline

A registered distributor that delivers fuel in Ontario must pay a charge under subsection 17(1) on the quantity of fuel delivered unless an exemption certificate applies in respect of the delivery. The charge becomes payable at the time of delivery. During an initial interview on October 20, 2022, you confirmed that Original Traders Energy L. P. (OTE) delivered gasoline almost exclusively to retail gas-stations. You also indicated that OTE may have delivered gasoline to other registered distributors of gasoline, however, no exemption certificates have been provided.

As OTE did not have the accounting data available to confirm deliveries of gasoline, the purchases of gasoline from your Canadian and US suppliers were used to calculate the chargeable deliveries. Gasoline was purchased from Greenenergy Fuels Canada Inc. and imported from the US. We confirmed with Greenenergy Fuels Canada Inc. that the quantity of gasoline and ethanol purchased was 121,844,248 litres and 87,113,992 litres respectively. The quantity of gasoline imported from the US was obtained from the Canada Border Services Agency (CBSA) and was 842,361,904 litres. We understand that OTE Traders Energy L. P.(OTE) is blending Canadian ethanol with the US gasoline to produce E10 gasoline, therefore, the total quantity of E10 gasoline includes a mixture of imported gasoline and Canadian ethanol.

The Notional Notices of Assessment issued on June 21, 2021, estimated that the total quantity of gasoline deliveries for the period from April 1, 2019, to March 31, 2021 was 88,985,955 litres. Based on the information available from your suppliers however, the total quantity of gasoline purchased and delivered during the same period is 401,246,763 litres. Consequently, we have calculated and will assess the difference of 312,350,808 litres (\$18,492,188).

The B400 Fuel Charge Returns were not filed for the period from April 1, 2021 to Sept 30, 2022. Based on information available, the gasoline purchases and deliveries for this period were 650,073,381 litres. Therefore, we have assessed the total quantities of gasoline as 650,073,381 litres (\$63,157,235).

The total assessment for gasoline is \$81,649,423 as detailed in the attached working paper (WP M-1).

Increase to charge payable -Light Fuel Oil (LFO)

A registered distributor that delivers fuel in Ontario must pay a charge under subsection 17(1) on the quantity of fuel delivered unless an exemption certificate applies in respect of the delivery. The charge becomes payable at the time of delivery. During an initial interview on October 20, 2022, you confirmed that OTE delivered LFO almost exclusively to retail gas-stations. You also indicated that OTE may have delivered LFO to other registered distributors of LFO, however, no exemption certificates have been provided.

As OTE did not have the accounting data available to confirm deliveries of LFO to the customers, the purchases of LFO from your Canadian and US suppliers were used to calculate the chargeable deliveries. LFO was purchased domestically from Greenenergy Fuels Canada Inc. and imported from the US. We confirmed with Greenenergy Fuels Canada Inc. that the quantity of LFO purchased was 64,000,225 litres. The quantity of LFO imported from the US was obtained from the Canada Border Services Agency (CBSA) and was 53,555,353 litres.

The Notional Notices of Assessment issued on June 21, 2021, estimated that the total quantity of LFO deliveries for the period from April 1, 2019 to March 31, 2021 was 27,020,776 litres. Based on the information available from your suppliers however, the total quantity of LFO purchased and delivered during the same period is 40,162,520 litres. Consequently, we have calculated and will assess the difference of 13,144,743 litres (\$972,725).

The B400 Fuel Charge Returns were not filed for the period from April 1, 2021 to Sept 30, 2022. Based on information available, LFO purchases and deliveries for this period were 77,393,058 litres. Therefore, we have assessed the quantity of LFO for this period as 77,393,058 (\$9,111,884).

The total assessment for LFO is \$10,084,609 as detailed in the attached working paper (WP M-2).

If you wish to object to the assessment you must file a Notice of Objection in the prescribed form and manner with the Minister within 90 days from the date of the Notice of Assessment. The details should outline your reasons for the objection and all relevant facts.

The completion of our review should not be considered as permission to destroy any books and records. Under subsection 104(1) of the Act, every person that is required to file a return must keep records that will allow the CRA to determine a person's liabilities and obligations, or the amount of any rebate. and whether the person has complied with the requirements under this Act. Records are required to be retained until the expiry of six years after the end of the year to which they relate.



If you have any questions or concerns during the course of the examination, please call me at 289-556-6350. My team leader, Dan Daigle, can also be reached at 647-404-3552. In an effort to minimize the spread of COVID-19, we are currently working remotely, and as such are using cellphones. Please note that mobile devices are not as secure/encrypted as landlines are and there are potential risks when discussing confidential information. If you wish to discuss any confidential information by cellphone you must understand and accept this potential risk.

Yours Sincerely,

**KOSILOVA
JULIA**

Digitally signed by
KOSILOVA JULIA
Date: 2023.02.21 09:56:33
-05'00'

Julia Kosilova
Excise Duties and Taxes Auditor
Fuel Charge Program

Southern Ontario Tax Services Office
55 Bay Street North
Hamilton ON L8R 3P7

Telephone: 289-556-6350 or 1-866-330-3304
Fax: 1-905-572-4608
Website: Canada.ca/revenue-agency

Attachments: Adjustment calculation for gasoline, WP M-1, Adjustment calculation for LFO, WP M-2

1. Adjustment calculation for Gasoline, WP M-1

Gasoline Assessment Summary

Period	April 2019 to March 2021	April 2021 to September 2022	Total
Canadian Purchases, L	30,378,301	91,465,947	121,844,248
Plus Ethanol purchases, L	31,834,542	55,279,450	87,113,992
Plus Imports, L	<u>339,033,920</u>	<u>503,327,984</u>	<u>842,361,904</u>
Total purchases, L	<u>401,246,763</u>	<u>650,073,381</u>	<u>1,051,320,144</u>
Less N/NOA, L	<u>88,895,955</u>	-	<u>88,895,955</u>
Unreported, L	<u>312,350,808</u>	<u>650,073,381</u>	<u>962,424,189</u>
<u>Assessment, \$</u>	<u>\$ 18,492,188</u>	<u>\$ 63,157,235</u>	<u>\$ 81,649,423</u>

Year	Period	Total purchases, L <i>(a)</i>	Quantity reported on N/NOA, L <i>(b)</i>	Variance, L <i>(c)=(a)-(b)</i>	FC rate, \$ <i>(d)</i>	Variance, \$ <i>(e) = (c)*(d)</i>
2019	Apr	9,079,848	4,577,519	4,502,329	\$ 0.0442	\$ 199,003
	May	10,596,687	4,871,191	5,725,496	\$ 0.0442	\$ 253,067
	Jun	8,953,006	3,976,358	4,976,648	\$ 0.0442	\$ 219,968
	Jul	12,381,915	4,107,932	8,273,983	\$ 0.0442	\$ 365,710
	Aug	12,661,257	4,313,453	8,347,804	\$ 0.0442	\$ 368,973
	Sep	13,186,177	3,476,178	9,709,999	\$ 0.0442	\$ 429,182
	Oct	14,245,338	3,845,311	10,400,027	\$ 0.0442	\$ 459,681
	Nov	13,444,384	3,139,588	10,304,796	\$ 0.0442	\$ 455,472
	Dec	<u>13,185,693</u>	<u>2,911,499</u>	<u>10,274,194</u>	\$ 0.0442	<u>\$ 454,119</u>
Total	2019	107,734,306	35,219,029	72,515,277		\$ 3,205,175
2020	Jan	11,286,706	2,416,106	8,870,600	\$ 0.0442	\$ 392,081
	Feb	11,167,882	3,763,514	7,404,368	\$ 0.0442	\$ 327,273
	Mar	15,005,096	3,763,514	11,241,583	\$ 0.0442	\$ 496,878
	Apr	6,439,562	1,756,826	4,682,736	\$ 0.0663	\$ 310,465
	May	10,055,233	2,663,997	7,391,236	\$ 0.0663	\$ 490,039
	Jun	13,492,644	3,727,304	9,765,340	\$ 0.0663	\$ 647,442
	Jul	16,730,288	4,085,125	12,645,163	\$ 0.0663	\$ 838,374
	Aug	17,327,994	3,080,476	14,247,518	\$ 0.0663	\$ 944,610
	Sep	20,029,474	5,522,637	14,506,837	\$ 0.0663	\$ 961,803
	Oct	69,419,756	5,615,643	63,804,113	\$ 0.0663	\$ 4,230,213
	Nov	20,385,371	4,561,284	15,824,087	\$ 0.0663	\$ 1,049,137
	Dec	<u>19,685,289</u>	<u>2,697,318</u>	<u>16,987,971</u>	\$ 0.0663	<u>\$ 1,126,302</u>
Total	2020	231,025,294	43,653,743	187,371,551		\$ 11,814,618
2021	Jan	16,632,145	3,371,061	13,261,084	\$ 0.0663	\$ 879,210



Year	Period	Total purchases, L	Quantity reported on N/NOA, L	Variance, L	FC rate, \$	Variance, \$
	Feb	20,095,728	3,371,061	16,724,667	\$ 0.0663	\$ 1,108,845
	Mar	25,759,290	3,371,061	22,388,229	\$ 0.0663	\$ 1,484,340
	Apr	24,945,069		24,945,069	\$ 0.0884	\$ 2,205,144
	May	28,768,940		28,768,940	\$ 0.0884	\$ 2,543,174
	Jun	29,085,912		29,085,912	\$ 0.0884	\$ 2,571,195
	Jul	33,836,647		33,836,647	\$ 0.0884	\$ 2,991,160
	Aug	36,039,214		36,039,214	\$ 0.0884	\$ 3,185,867
	Sep	34,230,622		34,230,622	\$ 0.0884	\$ 3,025,987
	Oct	35,391,434		35,391,434	\$ 0.0884	\$ 3,128,603
	Nov	34,447,203		34,447,203	\$ 0.0884	\$ 3,045,133
	Dec	<u>34,006,463</u>		<u>34,006,463</u>	\$ 0.0884	<u>\$ 3,006,171</u>
	Total	2021	353,238,667	10,113,183	343,125,484	
2022	Jan	31,307,557		31,307,557	\$ 0.0884	\$ 2,767,588
	Feb	32,970,489		32,970,489	\$ 0.0884	\$ 2,914,591
	Mar	37,543,905		37,543,905	\$ 0.0884	\$ 3,318,881
	Apr	36,930,861		36,930,861	\$ 0.1105	\$ 4,080,860
	May	46,604,665		46,604,665	\$ 0.1105	\$ 5,149,815
	Jun	46,207,902		46,207,902	\$ 0.1105	\$ 5,105,973
	Jul	56,162,589		56,162,589	\$ 0.1105	\$ 6,205,966
	Aug	44,477,367		44,477,367	\$ 0.1105	\$ 4,914,749
	Sep	<u>27,116,543</u>		<u>27,116,543</u>	\$ 0.1105	<u>\$ 2,996,378</u>
Total	2022	356,208,308	-	356,208,308		\$ 37,454,802
Grand Total		<u>1,051,320,145</u>	<u>88,985,955</u>	<u>959,220,620</u>		<u>\$ 81,649,423</u>

2. Adjustment Calculation for LFO, WP M-2

LFO Assessment Summary

Period	April 2019 to March 2021	April 2021 to September 2022	Total
Canadian Purchases, L	17,317,320	46,682,905	64,000,225
Plus Imports, L	22,845,200	30,710,153	53,555,353
Total purchases, L	40,162,520	77,393,058	117,555,578
Less NOA, L	27,020,776	-	27,020,776
Unreported, L	13,141,744	77,393,058	90,534,802
Assessment, \$	\$ 972,725	\$ 9,111,884	\$ 10,084,609

Year	Period	Total LFO purchases, L (a)	Quantity reported for LFO on NOA B400, L (b)	Variance, L (c)=(a)- (b)	FC rate, \$ (d)	Variance, \$ (e)=(c)*(d)
2019	Apr	776,146	928,470	-152,324	\$ 0.0537	-\$ 8,180
	May	977,236	829,304	147,932	\$ 0.0537	\$ 7,944
	Jun	937,192	692,678	244,514	\$ 0.0537	\$ 13,130
	Jul	967,753	956,230	11,524	\$ 0.0537	\$ 619
	Aug	1,265,617	1,027,693	237,924	\$ 0.0537	\$ 12,776
	Sep	1,454,146	1,079,807	374,339	\$ 0.0537	\$ 20,102
	Oct	1,542,801	1,076,998	465,803	\$ 0.0537	\$ 25,014
	Nov	1,513,038	1,001,023	512,015	\$ 0.0537	\$ 27,495
	Dec	<u>1,252,274</u>	<u>886,027</u>	<u>366,247</u>	\$ 0.0537	<u>\$ 19,667</u>
Total 2019		10,686,203	8,478,230	2,207,973		\$ 118,568
2020	Jan	1,348,941	1,041,367	307,574	\$ 0.0537	\$ 16,517
	Feb	1,245,751	951,960	293,791	\$ 0.0537	\$ 15,777
	Mar	1,321,172	951,960	369,212	\$ 0.0537	\$ 19,827
	Apr	882,582	640,714	241,869	\$ 0.0805	\$ 19,470
	May	1,311,422	966,590	344,831	\$ 0.0805	\$ 27,759
	Jun	1,529,945	1,342,747	187,198	\$ 0.0805	\$ 15,069
	Jul	1,769,855	1,487,653	282,201	\$ 0.0805	\$ 22,717
	Aug	1,585,681	795,191	790,490	\$ 0.0805	\$ 63,634
	Sep	2,398,565	2,076,088	322,477	\$ 0.0805	\$ 25,959
	Oct	2,868,588	2,104,477	764,110	\$ 0.0805	\$ 61,511
	Nov	2,462,498	1,693,568	768,929	\$ 0.0805	\$ 61,899
	Dec	<u>2,683,207</u>	<u>890,863</u>	<u>1,792,344</u>	\$ 0.0805	<u>\$ 144,284</u>
Total 2020		21,408,205	14,943,178	6,465,027		\$ 494,423
2021	Jan	2,253,528	1,199,789	1,053,739	\$ 0.0805	\$ 84,826



Year	Period	Total LFO purchases, L	Quantity reported for LFO on NOA B400, L	Variance, L	FC rate, \$	Variance, \$
2021	Feb	3,038,452	1,199,789	1,838,663	\$ 0.0805	\$ 148,012
	Mar	2,776,131	1,199,789	1,576,342	\$ 0.0805	\$ 126,896
	Apr	2,692,297		2,692,297	\$ 0.1073	\$ 288,884
	May	3,034,689		3,034,689	\$ 0.1073	\$ 325,622
	Jun	3,353,601		3,353,601	\$ 0.1073	\$ 359,841
	Jul	3,796,834		3,796,834	\$ 0.1073	\$ 407,400
	Aug	3,881,133		3,881,133	\$ 0.1073	\$ 416,446
	Sep	4,180,827		4,180,827	\$ 0.1073	\$ 448,603
	Oct	4,402,329		4,402,329	\$ 0.1073	\$ 472,370
	Nov	4,926,088		4,926,088	\$ 0.1073	\$ 528,569
	Dec	<u>4,474,396</u>		<u>4,474,396</u>	\$ 0.1073	<u>\$ 480,103</u>
Total 2021		42,810,307	3,599,368	39,210,940		\$ 4,087,571
2022	Jan	3,906,314		3,906,314	\$ 0.1073	\$ 419,148
	Feb	3,993,354		3,993,354	\$ 0.1073	\$ 428,487
	Mar	4,610,192		4,610,192	\$ 0.1073	\$ 494,674
	Apr	4,060,670		4,060,670	\$ 0.1341	\$ 544,536
	May	5,465,573		5,465,573	\$ 0.1341	\$ 732,763
	Jun	4,971,246		4,971,246	\$ 0.1341	\$ 666,644
	Jul	5,833,426		5,833,426	\$ 0.1341	\$ 782,262
	Aug	6,340,999		6,340,999	\$ 0.1341	\$ 850,328
	Sep	<u>3,256,672</u>		<u>3,256,672</u>	\$ 0.1341	<u>\$ 436,720</u>
Total 2022		42,650,863	-	42,650,863		\$ 5,384,046
Grand Total	Total	<u>117,555,578</u>	<u>27,020,776</u>	<u>90,534,802</u>		<u>\$ 10,084,609</u>



February 21, 2023

Original Traders Energy L. P.
7273 Indian Line
Scotland ON N0R 1R0
Attention: Scott Hill

Dear Scott Hill:

Subject: Audit of the Excise Tax Account 78493 0489 RE0001 for the periods from October 1, 2018 to September 30, 2022.

We have completed our audit of your Excise Tax returns for the period noted above. A Notice of Reassessment will be sent under separate cover.

Our audit resulted in an assessment in the amount of \$82,699,794 based on the following:

Period Ending	2019-12-31	2020-12-31	2021-12-31	2022-09-30
FET payable:				
Gasoline, ss.23(2):				
Underreported deliveries	\$7,163,949	\$17,064,349	\$12,222,731	\$ 0
Unreported deliveries	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$14,954,567</u>	<u>\$30,286,204</u>
Total gasoline	\$7,163,949	\$17,064,349	\$27,177,299	\$30,286,204
Diesel, ss. 23(2)				
Underreported deliveries	\$ 1,715	\$ 67,953	\$ 25,891	\$ 0
Unreported deliveries	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 324,410</u>	<u>\$ 588,025</u>
Total diesel	\$ 1,715	\$ 67,953	\$ 350,301	\$ 588,025
Period Ending Totals (Gasoline+Diesel)	\$ 7,165,664	\$17,132,302	\$27,527,600	\$30,874,229
Total Assessment:				<u>\$82,699,794</u>

EXPLANATION OF CHANGES

Under subsection 23(2) of Part III of the ETA, an excise tax is imposed, levied and collected whenever gasoline and diesel are imported into Canada, or are manufactured or produced by a licensed manufacturer and delivered to a purchaser. The tax becomes payable by the manufacturer at the time of delivery to the purchaser or at the time of importation. We understand that OTE Traders Energy L. P. (OTE) is blending Canadian ethanol with the US gasoline to produce E10 gasoline, therefore, the total quantity of E10 gasoline includes a mixture of imported gasoline and Canadian ethanol. During an initial interview on October 20, 2022, you confirmed that OTE did not have deliveries of manufactured E10 gasoline under excise tax exempt conditions therefore all deliveries of that type of fuel is subject to the excise tax.

As OTE did not have the accounting data available to confirm deliveries of E10 gasoline, the purchases of gasoline and diesel from your US suppliers and purchases of ethanol from your Canadian supplier were used to calculate the taxable deliveries. The quantity of gasoline and diesel imported from the US was obtained from the Canada Border Services Agency (CBSA) and the quantity of ethanol was confirmed with Greenenergy Fuels Canada Inc.

Underreported deliveries-gasoline
October 1, 2018 to July 31, 2021

The quantity of E10 gasoline delivered to the customers for the period of October 2018 to July 2021 was reported on your B200 Excise Tax Returns as 125,765,848 litres. Based on the information available from your suppliers however, the total quantity of gasoline imported and delivered in the same period was 490,276,135 litres. Consequently, we have calculated and will assess the difference of 364,510,287 litres (\$36,451,029).

Unreported deliveries-gasoline
August 1, 2021-September 30, 2022

The B200 Excise Tax Returns were not filed for the period from August 1, 2021 to September 30, 2022. Based on information available from your suppliers however, the total quantity of gasoline imported and delivered in the same period was 452,407,724 litres. Consequently, we have calculated and will assess the difference of 452,407,724 litres (\$45,240,772).

Per subsection 81.11(2) no assessment shall be made for any tax, penalty, interest or other sum more than four years after the tax becomes payable under the ETA. As a result, the proposed adjustments do not include the periods from October 1, 2018 to January 31, 2019. The total assessment for gasoline is \$81,691,801 as detailed in the attached working paper (WP M-1).

Underreported deliveries-diesel
October 1, 2018 to July 31, 2021

The quantity of diesel delivered to the customers for the period of October 2018 to July 2021 was reported on your B200 Excise Tax Returns as 32,842,990 litres. Based on the documentation received, we have calculated and will assess the difference of 2,388,945 litres (\$95,558) as detailed in the attached working paper (WP M-2).

Unreported deliveries-diesel
August 1, 2021-September 30, 2022

The B200 Excise Tax Returns were not filed for the period from August 1, 2021 to September 30, 2022. Based on information available, diesel purchases and deliveries for this period were 22,810,881 litres. Consequently, we have calculated and will assess the difference of 22,810,881 litres (\$912,435).

Per subsection 81.11(2) no assessment shall be made for any tax, penalty, interest or other sum more than four years after the tax becomes payable under the ETA. As a result, the proposed adjustments do not include the periods from October 1, 2018 to January 31, 2019. The total assessment for diesel is \$1,007,993 as detailed in the attached working paper (WP M-2).



If you wish to object to the assessment you must file a Notice of Objection in the prescribed form and manner with the Minister within 90 days from the date of the Notice of Assessment. The details should outline your reasons for the objection and all relevant facts.

The completion of our review should not be considered as permission to destroy any books and records. Under subsection 104(1) of the Act, every person that is required to file a return must keep records that will allow the CRA to determine a person's liabilities and obligations, or the amount of any rebate, and whether the person has complied with the requirements under this Act. Records are required to be retained until the expiry of six years after the end of the year to which they relate.

If you have any questions or concerns during the course of the examination, please call me at 289-556-6350. My team leader, Dan Daigle, can also be reached at 647-404-3552. In an effort to minimize the spread of COVID-19, we are currently working remotely, and as such are using cellphones. Please note that mobile devices are not as secure/encrypted as landlines are and there are potential risks when discussing confidential information. If you wish to discuss any confidential information by cellphone you must understand and accept this potential risk.

Yours Sincerely,

KOSILOVA

JULIA

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KOSILOVA JULIA
Date: 2023.02.21 09:55:40
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Julia Kosilova

Excise Duties and Taxes Auditor

Excise Duties and Taxes Division

Southern Ontario Tax Services Office
55 Bay Street North
Hamilton ON L8R 3P7

Telephone: 289-556-6350 or 1-866-330-3304
Fax: 1-905-572-4608
Website: Canada.ca/revenue-agency

Attachments: Adjustment calculation for gasoline, WP M-1, Adjustment calculation for diesel, WP M-2

1. Adjustment calculation for gasoline, WP M-1

Gasoline Assessment Summary

Period	February 2019 to July 2021	August 2021 to September 2022	Total
Imports, L	446,161,388	407,594,754	854,211,142
Plus Ethanol, L	43,659,747	44,812,970	88,472,717
Total purchases, L	490,276,135	452,407,724	942,683,859
Less NOA, L	125,765,848	-	125,765,848
Unreported, L	364,510,287	452,407,724	816,918,011
Assessment, \$	\$ 36,451,029	\$ 45,240,772	\$ 81,691,801

Year	Period	Total purchases of gasoline and ethanol to produce E10, L <i>(a)</i>	Quantity reported on B200 for gasoline, L <i>(b)</i>	Variance, L <i>(c)=(a)-(b)</i>	ET gasoline rate, \$ <i>(d)</i>	Variance, \$ <i>(e)=(c)*(d)</i>
2018	Oct	4,001,184	2,684,253	1,316,931	\$0.10	Statute-barred
	Nov	6,252,358	2,651,056	3,601,302	\$0.10	Statute-barred
	Dec	5,656,398	2,864,456	2,791,942	\$0.10	Statute-barred
Total 2018		15,909,940	8,199,765	7,710,175		\$ 0
2019	Jan	5,643,066	2,919,838	2,723,228	\$0.10	Statute-barred
	Feb	5,288,034	3,280,875	2,007,159	\$0.10	\$ 200,716
	Mar	8,220,103	3,422,962	4,797,141	\$0.10	\$ 479,714
	Apr	7,930,172	4,577,519	3,352,653	\$0.10	\$ 335,265
	May	10,004,128	4,871,191	5,132,937	\$0.10	\$ 513,294
	Jun	8,424,666	3,976,358	4,448,308	\$0.10	\$ 444,831
	Jul	11,519,442	4,107,932	7,411,510	\$0.10	\$ 741,151
	Aug	11,763,234	4,313,453	7,449,781	\$0.10	\$ 744,978
	Sep	11,875,020	3,476,178	8,398,842	\$0.10	\$ 839,884
	Oct	13,283,356	3,845,311	9,438,045	\$0.10	\$ 943,804
	Nov	12,735,849	3,139,588	9,596,261	\$0.10	\$ 959,626
	Dec	12,518,350	2,911,499	9,606,851	\$0.10	\$ 960,685
Total 2019		119,205,421	44,842,704	74,362,717		\$ 7,163,949
2020	Jan	10,636,203	2,416,106	8,220,097	\$0.10	\$ 822,010
	Feb	10,554,935	2,336,891	8,218,044	\$0.10	\$ 821,804
	Mar	14,048,005	4,138,308	9,909,697	\$0.10	\$ 990,970
	Apr	5,832,879	1,756,826	4,076,053	\$0.10	\$ 407,605
	May	9,108,262	2,663,997	6,444,265	\$0.10	\$ 644,427
	Jun	12,058,652	3,727,304	8,331,348	\$0.10	\$ 833,135
	Jul	14,932,271	4,085,125	10,847,146	\$0.10	\$ 1,084,715
	Aug	14,590,371	3,080,476	11,509,895	\$0.10	\$ 1,150,989
	Sep	17,417,254	5,522,637	11,894,617	\$0.10	\$ 1,189,462
	Oct	67,540,895	5,615,643	61,925,252	\$0.10	\$ 6,192,525
	Nov	18,582,692	4,561,284	14,021,408	\$0.10	\$ 1,402,141
	Dec	17,942,982	2,697,318	15,245,664	\$0.10	\$ 1,524,566
Total 2020		213,245,400	42,601,915	170,643,485		\$ 17,064,349
2021	Jan	15,147,003	4,561,133	10,585,870	\$0.10	\$ 1,058,587
	Feb	18,522,233	5,662,399	12,859,834	\$0.10	\$ 1,285,983



Year	Period	Total purchases of gasoline and ethanol to produce E10, L	Quantity reported on B200 for gasoline, L	Variance, L	ET gasoline rate, \$	Variance, \$
	Mar	23,899,608	6,190,457	17,709,151	\$0.10	\$ 1,770,915
	Apr	22,992,091	6,606,718	16,385,373	\$0.10	\$ 1,638,537
	May	26,186,620	6,190,457	19,996,163	\$0.10	\$ 1,999,616
	Jun	26,402,721	6,108,810	20,293,911	\$0.10	\$ 2,029,391
	Jul	30,318,104	5,921,093	24,397,011	\$0.10	\$ 2,439,701
	Aug	29,335,310		29,335,310	\$0.10	\$ 2,933,531
	Sep	29,392,471		29,392,471	\$0.10	\$ 2,939,247
	Oct	30,516,377		30,516,377	\$0.10	\$ 3,051,638
	Nov	29,679,597		29,679,597	\$0.10	\$ 2,967,960
	Dec	30,621,927		30,621,927	\$0.10	\$ 3,062,193
Total 2021		313,014,062	41,241,067	271,772,995		\$ 27,177,299
2022	Jan	28,343,668		28,343,668	\$0.10	\$ 2,834,367
	Feb	29,352,279		29,352,279	\$0.10	\$ 2,935,228
	Mar	34,625,740		34,625,740	\$0.10	\$ 3,462,574
	Apr	33,640,963		33,640,963	\$0.10	\$ 3,364,096
	May	36,868,172		36,868,172	\$0.10	\$ 3,686,817
	Jun	37,000,795		37,000,795	\$0.10	\$ 3,700,080
	Jul	42,851,420		42,851,420	\$0.10	\$ 4,285,142
	Aug	36,027,404		36,027,404	\$0.10	\$ 3,602,740
Sep	24,151,601		24,151,601	\$0.10	\$ 2,415,160	
Total 2022		302,862,042	-	302,862,042	\$0.10	\$ 30,286,204
Grand Total		<u>964,236,865</u>	<u>136,885,451</u>	<u>827,351,414</u>		<u>\$ 81,691,801</u>

2. Adjustment calculation for diesel, WP M-2

Diesel Assessment Summary

Period	February 2019 to July 2021	August 2021 to September 2022	Total
Total purchases, L	30,631,257	22,810,881	53,442,138
NOA, L	32,842,990	-	32,842,990
Unreported, L	2,388,945	22,810,881	25,199,826
Assessment, \$	\$95,558	\$912,435	\$1,007,993

Year	Period	Imported diesel purchases, L	Quantity reported for diesel on B200 returns, L	Variance, L	ET diesel rate, \$	Variance, \$
		(a)	(b)	(c)=(a)- (b)	(d)	(e)= (d)*(c)
2018	Oct	291,228	302,159	- 10,931	0.04	
	Nov	342,910	260,822	82,088	0.04	Statute-barred
	Dec	301,455	200,517	100,938	0.04	Statute-barred
Total 2018		935,593	763,498	172,095		\$ 0
2019	Jan	248,333	267,572	- 19,239	0.04	Statute-barred
	Feb	49,773	224,597	- 174,824	0.04	
	Mar	49,428	274,495	- 225,067	0.04	
	Apr	450,220	773,725	- 323,505	0.04	
	May	641,766	691,087	- 49,321	0.04	
	Jun	575,569	577,232	- 1,663	0.04	
	Jul	588,760	796,858	- 208,098	0.04	
	Aug	899,028	856,411	42,617	0.04	\$ 1,705
	Sep	748,164	899,839	- 151,675	0.04	
	Oct	897,747	897,498	249	0.04	\$ 10
	Nov	711,896	834,186	- 122,290	0.04	
Dec	542,602	738,356	- 195,754	0.04		
Total 2019		6,403,286	7,831,856	- 1,428,570		\$ 1,715
2020	Jan	149,511	867,806	- 718,295	0.04	
	Feb		745,384	- 745,384	0.04	
	Mar	748,569	859,160	- 110,591	0.04	
	Apr	493,417	533,928	- 40,511	0.04	
	May	692,167	805,492	- 113,325	0.04	
	Jun	909,504	1,118,956	- 209,452	0.04	
	Jul	1,126,322	1,239,711	- 113,389	0.04	
	Aug	1,101,751	662,659	439,092	0.04	\$ 17,564
	Sep	1,121,862	1,730,073	- 608,211	0.04	
	Oct	1,679,560	1,753,731	- 74,171	0.04	
	Nov	1,594,963	1,411,307	183,656	0.04	\$ 7,346
Dec	1,818,453	742,386	1,076,067	0.04	\$ 43,043	
Total 2020		11,436,077	12,470,593	- 1,034,516		\$ 67,953
2021	Jan	1,367,118	1,455,420	- 88,302	0.04	
	Feb	2,005,887	1,830,496	175,391	0.04	\$ 7,016
	Mar	1,980,365	1,800,449	179,916	0.04	\$ 7,197
	Apr	1,908,438	2,101,740	- 193,302	0.04	



Year	Period	Imported diesel purchases, L	Quantity reported for diesel on B200 returns, L	Variance, L	ET diesel rate, \$	Variance, \$
	May	2,120,482	1,882,199	238,283	0.04	\$ 9,531
	Jun	2,111,617	2,057,943	53,674	0.04	\$ 2,147
	Jul	1,546,318	1,679,866	- 133,548	0.04	
	Aug	1,477,901		1,477,901	0.04	\$ 59,116
	Sep	1,480,634		1,480,634	0.04	\$ 59,225
	Oct	1,677,089		1,677,089	0.04	\$ 67,084
	Nov	1,728,135		1,728,135	0.04	\$ 69,125
	Dec	1,746,508		1,746,508	0.04	\$ 69,860
Total 2021		21,150,494	12,808,113	8,342,381		\$ 350,301
2022	Jan	1,303,677		1,303,677	0.04	\$ 52,147
	Feb	1,082,904		1,082,904	0.04	\$ 43,316
	Mar	1,397,744		1,397,744	0.04	\$ 55,910
	Apr	1,286,079		1,286,079	0.04	\$ 51,443
	May	1,518,870		1,518,870	0.04	\$ 60,755
	Jun	1,740,012		1,740,012	0.04	\$ 69,600
	Jul	2,053,374		2,053,374	0.04	\$ 82,135
	Aug	2,852,350		2,852,350	0.04	\$ 114,094
	Sep	1,465,603		1,465,603	0.04	\$ 58,624
Total 2022		14,700,613		14,700,613		\$ 588,025
	Grand Total	<u>54,626,064</u>	<u>33,874,060</u>	<u>20,752,004</u>		<u>\$ 1,007,993</u>

This is Exhibit "HH" referred to in the Affidavit of Scott Hill
sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill". The signature is written in a cursive style with a large initial 'S'.

Commissioner for Taking Affidavits

November 24, 2022

Sent by Email: mhenderson@airdberlis.com

Martin Henderson
Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Dear Mr. Henderson:

**Re: *Original Traders Energy LP, et al. v. Glenn Page, et al.*
Court File No. CV-22-00688572-0000**

On November 18, 2022, we received from our client three emails with attachments. Upon realizing that the attachments appeared to be privileged lawyer-client communications of your clients, Mr. Goudge and I immediately stopped reviewing them.

We have both deleted these three emails from our inboxes, as well as deleted all copies of the emails and their attachments from our document database. Our client has also confirmed that he has deleted the documents, and that he does not possess any other communications between you and your clients.

In order to preserve your ability to retrieve the privileged communications, Mr. Goudge and I have left the emails in question in our deleted emails folder. We would appreciate if you could please contact us at your earliest convenience to discuss if and how you would like to retrieve these documents from us and confirm that we have deleted them from our system.

I look forward to hearing from you.

Yours truly,

A handwritten signature in black ink, appearing to read "F. Schumann". The signature is fluid and cursive, with a long horizontal stroke at the end.

Fredrick R. Schumann

FS/dg

- c. Daniel Goudge, *Stockwoods LLP* (by email)
Hansen Wong and Jesse Rosensweet, *Aird & Berlis LLP* (by email)
Jessica Orkin and Natai Shelsen, *Goldblatt Partners LLP* (by email)



Jessica R. Orkin
Direct Line: 416.979.4381
Fax: 416.591.7333
jorkin@goldblattpartners.com
Our File No. 22-1534

November 25, 2022

Via E-mail (mhenderson@airdberlis.com)

Martin Henderson
Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto ON M5J 2T9

Dear Mr. Henderson:

**Re: *Original Traders Energy LP, et al. v. Glenn Page, et al.*
Court File No. CV-22-00688572-0000**

I write further to Fredrick Schumann's letter to you dated November 24, 2022.

On November 18, 2022, we also received from Mr. Page the three emails with attachments referenced in Mr. Schumann's letter. Ms. Shelsen reviewed the contents of the attachments; I similarly reviewed the contents of one of the attachments. Upon noting the identity of the parties to those communications and realizing that the attachments appeared to be privileged lawyer-client communications of your clients, Ms. Shelsen and I ceased reviewing their contents.

On November 20, 2022, Ms. Shelsen and I received a fourth email with attachment from Mr. Page. Neither of us has reviewed the attachment to this email, as we determined that the attachment might be a lawyer-client privileged communication of your clients.

Ms. Shelsen has permanently deleted these four emails from her inbox. We have also permanently deleted all copies of the emails and their attachments from our document databases.

I have deleted the four emails from my inbox. In order to preserve your ability to retrieve the privileged communications, I have left the emails in question in my deleted emails folder. We would appreciate if you could please contact us at your earliest convenience to discuss if and how you would like to retrieve these documents from us and confirm that we have deleted them from our system.

Sincerely,



Jessica Orkin

c.c. Natai Shelsen, Goldblatt Partners LLP (*Via Email*)
 Fredrick Schumann and Dan Goudge, Stockwoods LLP (*Via Email*)
 Hansen Wong and Jesse Rosensweet, Aird & Berlis LLP (*Via Email*)

This is Exhibit "II" referred to in the Affidavit of Scott Hill sworn
before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill".


Commissioner for Taking Affidavits

Samantha Hans

Subject: Original Traders Energy LP et al. v. Page et al.

From: Gavin MacKenzie <gavin@mackenziebarristers.com>
Sent: December 1, 2022 4:48 PM
To: Martin Henderson <mhenderson@airdberlis.com>
Cc: hwong@airdberlis.com; Jesse Rosensweet <rosensweet@airdberlis.com>
Subject: Original Traders Energy LP et al. v. Page et al.

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

 **This message needs your attention**
• You've never replied to this person.

Report this Email or Mark as Safe

Good afternoon, Martin.

As I understand you have been informed, I was recently retained by Stockwoods LLP and Goldblatt Partners LLP to assist in dealing with a concern that communications between your clients and representatives of your firm that may be subject to solicitor-client privilege of your clients were disclosed to their firms, as counsel for Defendants in this action, by one of the Defendants, Glenn Page.

I have reviewed the correspondence dated November 24, 2022, from Fredrick Schumann of Stockwoods LLP to you, and the correspondence dated November 25, 2022, from Jessica Orkin of Goldblatt Partners LLP to you. In that correspondence Mr. Schumann and Ms. Orkin have stated that upon noting the identity of the parties the lawyers at both firms who received the communications in question ceased reviewing their contents, and that all copies of the communications (emails and attachments) have been deleted from both their inboxes and document databases. Mr. Schumann and his colleague Dan Goudge, and Ms. Orkin, retained the communications in their deleted items folders temporarily so that they may be forwarded to you. Ms. Orkin's colleague Natai Shelson had deleted the communications from both her inbox and her deleted items folder. In his letter Mr. Schumann also stated that Mr. Page had confirmed that he has deleted the communications and that he does not possess any other communications between your firm and your clients.

I met this morning, separately, with Mr. Goudge, Ms. Orkin, and Mr. Schumann. They each explained the background. I opened and read the three emails from Mr. Page to Mr. Schumann and Mr. Goudge and the attachments to those emails that had been retained in their deleted items folders. I also opened and read the four emails and attachments (the three that had been sent to Mr. Schumann and Mr. Goudge and an additional email and attachment that was sent only to Ms. Orkin and Ms. Shelson) that Ms. Orkin had retained in her deleted items folder.

After reviewing the emails and attachments I copied them onto a USB key. I then deleted them from Mr. Goudge's, Mr. Schumann's, and Ms. Orkin's deleted items folders.

I then reviewed Stockwood LLP's document database to confirm that the communications in question had been deleted. I also confirmed that Goldblatt Partners have also deleted the communications from their database. I am satisfied that both firms have ensured that the privileged communications of your clients are deleted permanently from their systems (including back-up files).

I am attaching the communications. One of the emails from Mr. Page is itself privileged as between him and counsel. It is not attached to this message, but the attachment—which is a privileged communication of your clients, is attached to this message. Mr. Page’s privileged communication has been retained on the USB key, which is in my possession.

Best wishes,

Gavin.

Gavin MacKenzie

MacKenzie Barristers Professional Corporation

gavin@mackenziebarristers.com

T: 416-304-9293

www.mackenziebarristers.com

MACKENZIE
BARRISTERS

This email and any attachment(s) are confidential and may be privileged. If you are not the intended recipient, please inform me immediately, delete this email, and do not copy, use, or disclose it.

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

FOURTH AFFIDAVIT OF SCOTT HILL

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street

Suite 1800

Toronto, ON M5J 2T9

Steven Graff (LSO# 31871V)

Martin Henderson (LSO# 24986L)

Tamie Dolny (LSO#77958U)

Samantha Hans (LSO# 84737H)

Tel: 416.863.1500

Fax: 416.863.1515

Lawyers for the OTE Group

TAB 3



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

INITIAL ORDER

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

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

SERVICE

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

DEFINED TERMS

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

CARVE-OUT

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

RESTRUCTURING

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

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

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION CHARGE

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

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

First – RBC Security;

Second – Administration Charge; and

Third – Directors’ Charge.

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

GENERAL

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

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

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

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

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

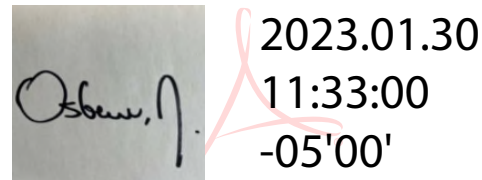
notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

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

SEALING RELIEF

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



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OSBORNE, J.

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

INITIAL ORDER

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Lawyers for the OTE Group

TAB 4



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

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

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

AMENDED AND RESTATED INITIAL ORDER

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

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

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

SERVICE

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

DEFINED TERMS

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

APPLICATION

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

PLAN OF ARRANGEMENT

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

POSSESSION OF PROPERTY AND OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

CARVE-OUT

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

RESTRUCTURING

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

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

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

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

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

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

NO PROCEEDINGS AGAINST THE OTE GROUP OR THE PROPERTY

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

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

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

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

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

NO INTERFERENCE WITH RIGHTS

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

CONTINUATION OF SERVICES

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

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

NON-DEROGATION OF RIGHTS

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

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

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

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

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

APPOINTMENT OF MONITOR

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATION CHARGE

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

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

First – RBC Security;

Second – Administration Charge; and

Third – Directors' Charge.

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

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

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

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

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

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

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

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

SERVICE AND NOTICE

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

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

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

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

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

GENERAL

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

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

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

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

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

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

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

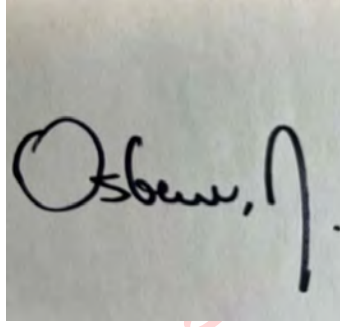
53. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry or filing.

SEALING RELIEF

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

INITIAL ORDER AND INITIAL FILING DATE

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



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

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

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

Proceedings commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street

Suite 1800

Toronto, ON M5J 2T9

Steven Graff (LSO# 31871V)

Miranda Spence (LSO# 60621M)

Tamie Dolny (LSO#77958U)

Samantha Hans (LSO# 84373H)

Tel: 416.863.1500

Fax: 416.863.1515

Lawyers for the OTE Group

TAB 5



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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 15TH
JUSTICE OSBORNE)
DAY OF MARCH, 2023

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

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

INJUNCTIVE ORDER

NOTICE

If you, the Mareva Respondents, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Applicants and the Monitor (as defined herein), for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Mareva Respondents to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made by the Applicants, Original Traders Energy LP and Original Logistics LP (collectively, the "**OTE Group**") for an interim Order in the form of a *Mareva* injunction restraining Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**"), from selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule "A" to this Order and certain other relief against third parties who may be in possession of or have records relating to the assets identified at Schedule "A" to this Order, was heard this day via videoconference.

ON READING the affidavit of Scott Hill sworn March 12, 2023 and the Exhibits thereto (the “**Fourth Hill Affidavit**”), the affidavit of Miles Hill sworn March 12, 2023 and the Exhibits thereto (the “**Miles Affidavit**”), the second report of KPMG Inc. (in such capacity, the “**Monitor**”) dated March 13, 2023 (the “**Second Report**”) and on hearing the submissions of counsel for the OTE Group and counsel for the Monitor, along with all additional parties in attendance and represented per the counsel slip,

Service

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

Defined Terms

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

Mareva Injunction

3. **THIS COURT ORDERS** that the Mareva Respondents, and their servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the assets identified at Schedule “A” to this Order, wherever situated;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

4. **THIS COURT ORDERS** that this Order applies to the assets identified at Schedule “A” to this Order, whether or not they are in the possession or control of any of the Mareva Respondents and whether they are solely or jointly owned by any other party. The Mareva Respondents are to be regarded as having such power if a third party holds or controls the assets in accordance with any of their direct or indirect instructions.

5. **THIS COURT ORDERS** that the assets identified in Schedule “A” to this Order, being the vessel bearing VIN number XAXS704F122 and the three (3) Volvo Engines with identification numbers 20132060472, 20132060504, and 2013060470, respectively, shall be returned to the territorial jurisdiction of the Florida courts forthwith.

Disclosure of Information

6. **THIS COURT ORDERS** that the Mareva Respondents prepare and provide to the OTE Group and the Monitor within thirty (30) business days of the date of service of this Order, a sworn statement describing the nature, value, and location worldwide, of the assets identified at Schedule “A” to this Order, whether in their own name or not and whether solely or jointly owned, as well as an explanation for where all funds used to purchase the assets identified at Schedule “A” to this Order originated from.

7. **THIS COURT ORDERS** that the Mareva Respondents submit to examinations under oath within fifteen (15) days of the delivery by the Mareva Respondents of the aforementioned sworn statements.

8. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Mareva Respondents, they may be entitled to refuse to provide it, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraphs 6 and 7 herein is contempt of court and may render the Mareva Respondents liable to be imprisoned, fined, or have their assets seized.

Third Parties

9. **THIS COURT ORDERS** Allied Marine, Inc., American Yacht Group LLC, Brewer Yacht Sales, LLC, or any other boat broker who may hold, be assigned or be transferred the assets listed on Schedule “A” to this Order (collectively, the “**Boat Brokers**”) to forthwith freeze

and prevent any removal or transfer of the assets listed on Schedule “A” to this Order, held physically by the Boat Brokers, in any account or on credit on behalf of the Mareva Respondents or any third party, with the Boat Brokers, until further Order of the Court.

10. **THIS COURT ORDERS** that the Boat Brokers forthwith disclose and deliver up to the OTE Group and the Monitor any and all records held by the Boat Brokers concerning the assets listed on Schedule “A” to this Order, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of the Mareva Respondents by the Boat Brokers relating to the assets listed on Schedule “A” to this Order, including but not limited to: (a) copies of vehicle/vessel registration details; (b) copies of any relevant financial records; and (c) location details.

11. **THIS COURT ORDERS** that the Boat Brokers may only sell or transfer any of the assets listed on Schedule “A” to this Order upon receipt of express written consent by both the OTE Group and the Monitor, and if consent is received, that any funds received by the Boat Brokers will be held in trust on behalf of the OTE Group. Upon receipt of written demand by the Monitor on the OTE Group’s behalf post-sale of any asset, the Boat Brokers will transfer any funds held in trust to the attention of the Monitor.

Variation, Discharge or Extension of Order

12. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to both the OTE Group and the Monitor.

13. **THIS COURT ORDERS** that the OTE Group and the Mareva Respondents shall attend at a case conference in the next ten (10) business days, or at another time agreed upon by the OTE Group, the Monitor and the Mareva Respondents, to set a timetable for: (i) the exchange of the following materials; and (ii) the eventual motion, if requested by the Mareva Respondents, to argue the reversal of this Order within the ongoing *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”) proceedings of the OTE Group:

- (a) Responding materials of the Mareva Respondents;
- (b) Reply materials of the OTE Group, if necessary;

- (c) Cross-examinations of the Mareva Respondents, per paragraph 7 of this Order;
- (d) Factum of the OTE Group of the Mareva Respondents;
- (e) Reply factum of the OTE Group, if necessary;
- (f) Motion for reversal of this Order, if sought by Mareva Respondents; and
- (g) Cost assessment hearing.

General

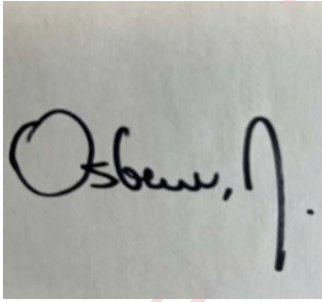
14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other jurisdiction, to give effect to this Order and to assist the OTE Group, the Monitor and their respective agents in carrying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

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

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

COSTS

17. **THIS COURT ORDERS** that the costs of this motion shall be determined by the Court upon further attendance before the Court.



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SCHEDULE "A"

Assets:

COLLATERAL DESCRIPTION

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

COMMON DESCRIPTION

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

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

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

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

Proceedings commenced at Toronto

INJUNCTIVE ORDER

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Martin Henderson (LSO# 24986L)
Tamie Dolny (LSO#77958U)
Samantha Hans (LSO# 84737H)

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Lawyers for the OTE Group

CITATION: Original Traders Energy Ltd., 2023 ONSC 1887
COURT FILE NO.: CV-23-693758-00CL
DATE: 20230321

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

RE: Original Traders Energy Ltd., Applicant

BEFORE: Osborne J.

COUNSEL: *Steven Graff, Samantha Hans and Martin Henderson*, on behalf of Original Traders Energy Ltd.

Fredrick Schumann, Dan Goudge and Mitch Grossell, on behalf of 2658658 Ontario Inc.

Natai Shelsen, on behalf of Mandy Cox

Raj Sahni, on behalf of KPMG Inc., Court-appointed Monitor

Melanie Fishbein, on behalf of Essex Financial

Doug Smith, on behalf of Royal Bank of Canada

Steven Groeneveld, on behalf of Ministry of Finance

HEARD: March 15, 2023

ENDORSEMENT

[1] On March 15, 2023, I heard a motion by the OTE Group for a *Mareva* injunction over certain assets and related relief, at the conclusion of which I granted the order, with minor amendments, with reasons to follow. These are those reasons.

[2] Unless otherwise indicated, defined terms in this Endorsement have the meaning given to them in my Initial Order Endorsement dated January 30, 2023, the motion materials, and/or the Second Report of the Court-appointed Monitor.

[3] On January 30, 2023, I granted the Applicants protection from their creditors pursuant to the CCAA. I appointed KPMG as Monitor, with certain investigatory powers in the circumstances, given that the Applicants were unable to locate all books and records, said to be as a result of

alleged misconduct of certain former executives, including Mr. Glenn Page. On February 9, 2023, I granted an amended and restated initial order.

[4] On this motion, the OTE Group seeks an interlocutory injunction restraining Mr. Page, his spouse Ms. Mandy Cox, and 2658658 Ontario Inc. (“265”) (collectively for the purposes of this motion and this Endorsement, the “Respondents”), and those acting on their behalf or in conjunction with them, from directly or indirectly selling, transferring encumbering or dealing with a 70 foot yacht bearing the name “Cuz We Can” or “Home South”, together with its engines, all as further described in the motion materials (the “Yacht”).

[5] 265 is an entity owned and/or controlled by Page and Cox. They are both directors of 265.

[6] The OTE Group also seeks ancillary relief requiring the Respondents to deliver a sworn statement providing particulars with respect to the Yacht as set out in the motion material, and directing the Boat Brokers who may have possession of the Yacht to not remove or transfer the Yacht, and other relief.

[7] The motion did not proceed *ex parte* or without notice. The Respondents were given advance notice of this motion by the OTE Group and were served with the Notice of Motion and materials on Monday, March 15, 2023.

[8] The hearing of this motion was scheduled to proceed at 12 PM noon on Wednesday, March 17, 2023. As further discussed below, the Respondents were represented by counsel today who opposed the granting of any relief for a number of reasons, including but not limited to the fact that they had received only two days’ notice. At the outset of the hearing, counsel for the Respondents indicated that a brief adjournment of the matter might allow the parties to agree to consensual interim terms of an order. I granted that request for a brief adjournment to allow the parties and their counsel to have discussions, in fact twice, and the parties advised that they were unable to agree to terms, with the result that the motion was argued on the merits beginning at 1:30 PM.

[9] Prior to filing for CCAA protection, the OTE Group and others commenced a claim in this Court against Page, Cox and others asserting unjust enrichment, fraud, breach of fiduciary duty and other causes of action.

[10] Among other things, that claim alleges that Page and Cox purchased, in 2021, and through a corporate entity (265) the Yacht using funds wire transferred from OTE LP accounts, and caused OTE Logistics to guarantee chattel mortgage secured by the vessel (both entities are defined in my Endorsement of January 30, 2023).

[11] Today, the OTE Group relies upon the Affidavit of Scott Hill sworn March 12, 2023 with exhibits thereto, the Affidavit of Miles Hill sworn March 12, 2023 and exhibits thereto, and the Second Report of the Monitor.

[12] As set out in the Affidavit of Scott Hill, the position of the OTE Group is that at least USD \$3,675,687.05 of OTE Group funds were used to purchase the Yacht, currently owned by 265.

[13] At the time of filing the Notice of Motion, OTE Group was unaware of the exact whereabouts of the Yacht, although filed evidence confirming that it was listed for sale by various Boat Brokers in Hollywood, Florida without the permission of the OTE Group which maintains the security interest registered over the Yacht.

[14] At the outset of the hearing of this motion, Mr. Martin as counsel for the OTE Group advised the Court that the Applicants had just been advised, although had no sworn evidence, that subsequent to the service and filing of the Notice of Motion, the Yacht had in fact left port at Hollywood, Florida, and was believed to be bound for the Bahamas.

[15] Mr. Schumann, as counsel for the Respondents advised, in fairness and with candor, that while he had just recently been retained and could not advise the Court with certainty when the Yacht had left port, it was at the time of the hearing at sea and, he believed, headed for the Bahamas.

[16] The Respondents control the Yacht, and the evidence on this motion was to the effect that it was up for sale with multiple Boat Brokers (with active listings at the time of the hearing of the motion).

[17] Moreover, the evidence of the OTE Group is that the Respondents have caused a deregistration of the Yacht from Canada, changed its name and taken other steps all in an attempt to remove the asset from the control or reach of the OTE Group, have forged certain documents to fund the purchase of the Yacht, and are otherwise acting in an attempt to frustrate the efforts of the OTE Group and the Monitor to investigate the use of OTE Group funds, the purchase of the Yacht and the whereabouts of the Yacht.

[18] As a result of the above, the OTE Group brought this motion for *Mareva* relief to freeze the Yacht and direct the Respondents to order its return to Florida pending a determination of the origin and ownership of funds used to purchase it and guarantee payment of the balance of the purchase price, and the determination of rights to the Yacht or any proceeds of sale thereof.

[19] As stated above, at the conclusion of the hearing and having heard from counsel for all parties who wished to make submissions, I granted the order freezing the Yacht and directing the Respondents to order its return to port in Florida.

Mareva Injunction

[20] The test for a *Mareva* injunction is well established. This Court has jurisdiction to grant an interlocutory injunction, including a *Mareva* injunction, pursuant to section 101 of the *Courts of Justice Act*, where it appears just or convenient to do so. Pursuant to Rule 40.01, an interlocutory injunction or mandatory order under section 101 may be obtained on motion to a judge. The order may include such terms as are just, and may be sought on motion made without notice for a period not exceeding 10 days.

[21] That said, the relief is extraordinary. As numerous courts have observed, the harshness of such relief, usually issued *ex parte*, is mitigated or justified in part by the requirement that the defendant have an opportunity to move against the injunction immediately. The relief remains

extraordinary even in circumstances such as are present here, where the relief was not sought *ex parte*, but rather on notice to the Respondents, albeit brief.

[22] The factors to be considered in determining whether to grant *Mareva* relief include whether the moving party has established the following:

- (a) a strong *prima facie* case;
- (b) particulars of its claim against the defendant, setting out the grounds of its claim and the amount thereof, and fairly stating the points that could be made against it by the defendant;
- (c) some grounds for believing that the defendant has assets in Ontario (although this requirement has been modified by more recent jurisprudence discussed below, such that it is perhaps better expressed as: some grounds for believing that the defendant has assets within the jurisdiction of the Ontario Court);
- (d) some grounds for believing that there is a serious risk of defendant's assets being removed from the jurisdiction or dissipated or disposed of before the judgment or award is satisfied;
- (e) proof of irreparable harm if the injunctive relief is not granted;
- (f) the balance of convenience favours the granting of the relief; and
- (g) an undertaking as to damages.

(See *Aetna Financial Services Ltd. v Feigelman*, [1985] 1 S.C.R. 2 (“Aetna”) at paras. 26, 30; *Chitel v. Rothbart*, 1982 CANLII 1956 (ONCA) at para. 60; and *Lakhani et al v. Gilla Enterprises Inc. et al*, 2019 ONSC 1727 at para. 31).

[23] A strong case that a defendant has committed fraud against the plaintiff can be important evidence in support of the relief sought. The “reluctance” of the common law toward allowing execution before judgment has recognized exceptions, including circumstances where the relief is necessary for the preservation of assets, the very subject matter in dispute, or where to allow the adversarial process to proceed unguided would see their destruction before the resolution of the dispute. (See *Aetna*, at para. 9).

[24] The test as to whether a strong *prima facie* case exists has been expressed by the courts as the question of whether the Plaintiff would succeed “if the court had to decide the matter on the merits on the basis of the material before it” (See *Petro-Diamond Inc. v. Verdeo Inc.*, 2014 ONSC 2917 at para. 25).

[25] The following elements are required for the tort of civil fraud: a false representation by the defendant; some level of knowledge of the falsehood of the representation by the defendant (i.e., knowledge or recklessness); the false representation caused the plaintiff to act; and, the plaintiff's actions resulted in a loss: *Bruno Appliance and Furniture, Inc. v Hryniak*, 2014 SCC 8 at paras. 17-21.

[26] Applying the test to this case, I am satisfied that the *Mareva* injunction should be granted.

[27] At the outset I observe two obvious factors relevant here.

[28] First, the injunction is extremely limited in scope and applies only to the Yacht (and its engines which have distinct serial numbers and are separately registered although obviously affixed to the vessel itself) or to proceeds of sale therefrom. The order has no application to any other assets of the Respondents. It follows that issues that are in some circumstances relevant to the granting and scope of *Mareva* relief, such as access to funds for living and/or legal expenses, are not relevant here and were not argued as an issue by any party.

[29] Second, as noted, this injunction was brought on notice, and I heard submissions from counsel to the Respondents. The fact that notice was given is relevant to my analysis of the serious risk of the assets being removed from the jurisdiction and the balance of convenience.

[30] The purpose of a *Mareva* injunction is to freeze exigible assets when found within the jurisdiction of the Court. Such assets include personal property such as a vessel: *Total Traffic Services Inc. v. Kone*, 2020 ONSC 4402.

[31] The basis for *Mareva* relief will be more readily justified where the rights of the moving party are specifically related to a physical asset in question – in this case, the Yacht.

[32] The evidence relied upon by the OTE Group as to the underlying allegations of fraud are found in the two affidavits on which they rely (Affidavit of Scott Hill sworn March 12, 2023, principally at paras. 21-30, and Affidavit of Miles Hill also sworn March 12, 2023 at paras. 4-5).

[33] That evidence is to the effect that the Respondents transferred funds or permitted and authorized the transfer of funds from OTE accounts, inappropriately and without the right to do so, and used those funds to purchase the Yacht, in part through the alleged misuse of the signing authority of Page at OTE Logistics. The OTE Group received no benefit or consideration for these fund transfers. It appears the Respondents further fraudulently executed and forged signatures on documents to Essex, the party that provided financing for the Yacht.

[34] The Respondents filed no evidence on this motion, perhaps not surprisingly given that they had received only two days-notice. In submissions, counsel for the Respondents submitted not that the transfers of funds did not occur, but rather that they were not improper, or at least they did not constitute *prima facie* evidence of fraud, since they could be said to be distributions of profits to which the Respondents were entitled.

[35] I cannot accept the submission, however, in the complete absence of any evidence to corroborate the suggestion. The books and records of the OTE Group are incomplete and lacking. There is no evidence before me of resolutions, meeting minutes, correspondence or any documents demonstrating or even suggesting that these transfers were in fact, or were even intended to be, distributions of profit or income. There is also no evidence of any corresponding distributions, at the same time or in the same amount, to the other partners who presumably would have been entitled to the same distribution.

[36] Finally, there is no evidence that the partnership had, at the time of the impugned transfers, sufficient profits to fund such distributions in any event.

[37] Even if the Respondents were entitled to distributions of profit at the relevant time, it does not follow that they are somehow entitled to simply take funds and apply them for their own uses.

[38] In short, I am satisfied that the moving parties have established, with sufficient particulars, a strong *prima facie* case.

[39] I am also satisfied as to the requirement for jurisdiction. The individual Respondents are residents of Ontario and this Court has *in personam* jurisdiction over them. Moreover, the earlier requirement that a moving party establish that a respondent have assets in Ontario before *Mareva* relief could be granted (whether restricted to Ontario or beyond) no longer exists. Rather, this Court has discretionary jurisdiction to grant a *Mareva* injunction where circumstances merit, even absent any evidence of assets in Ontario: *Associated Foreign Exchange Inc. et al v. MBM Trading*, 2020 ONSC 4188 at para. 54.

[40] As observed by the Divisional Court in *SFC Litigation Trust (Trustee of) v. Chan*, 137 O.R. (3d) 382, 2017 ONSC 1815:

[26] I do not accept the appellant's assertion. I recognize that in *Chitel* the injunction was sought to restrain the dissipation of assets in Ontario. Similarly, in virtually all of the cases referenced by counsel on this appeal, the assets which were at the risk of dissipation existed in Ontario.

[27] However, a court's *in personam* jurisdiction over a defendant justifying the issuance of a *Mareva* injunction is not dependent, related to or "tied to" a requirement that a defendant has some assets in the jurisdiction.

[28] Section 101(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides the court with jurisdiction to grant an interlocutory injunction or mandatory order "where it appears to a judge of the court to be just or convenient to do so".

[29] A *Mareva* injunction is an equitable remedy and as such I agree with the respondent's submission that this remedy evolves as facts and circumstances merit.

[30] The availability of the equitable remedy of a *Mareva* injunction in England has evolved. This evolution was commented on by Sharpe J.A. in *Injunctions and Specific Performance*, looseleaf (Toronto: Canada Law Book, 2015), where he observed, at para. 2.910, the following:

The strict rule requiring assets in the jurisdiction has now been abandoned and, in special circumstances the English courts will grant *Mareva* Orders to restrain disposition of assets elsewhere. The basis upon which "world-wide" *Mareva* Orders are made is that the English courts assert "unlimited [page390] jurisdiction ...*in personam* against any person, whether an individual or a corporation, who is, under English procedure, properly made a party to proceedings pending before the English court".

[31] Sharpe J.A. also observed that "orders of this kind have also been made by Canadian courts", referencing, amongst other cases, *Mooney v. Orr* [[1994] B.C.J. No. 2652, 100 B.C.L.R. (2d) 335 (S.C.)], a case considered by Weiler J.A. in *R. v. Consolidated Fastfrate Transport Inc.* (1995), 24 O.R. (3d) 564, [1995] O.J. No. 1855 (C.A.), as set out below.

[32] The English evolution was described in the U.K. Court of Appeal decision in *Derby & Co. v. Weldon (No. 2)*, [1989] 2 W.L.R. 276, [1989] 1 All E.R. 1002 (C.A.), at para. 6, as follows:

It seems to me that the time has come to state unequivocally that in an appropriate case the court has power to grant an interlocutory injunction even on a worldwide basis against any person who is properly before the court, so as to prevent that person by the transfer of his property frustrating a future judgment of the court. The jurisdiction to grant such injunctions is one which the court requires and it seems to me that it is consistent with the wide words of section 37(1) of the Act of 1981.

In matters of this kind it is essential that the court should adapt the guidelines for the exercise of a discretion to meet changing circumstances and new conditions provided always the court does not exceed the jurisdiction which is conferred on it by Parliament or by subordinate legislation.

It remains true of course that the jurisdiction must be exercised with care.

[33] The concept of a *Mareva* injunction being an evolving remedy was also commented on by Weiler J.A. in *Consolidated Fastfrate Transport Inc.*, at para. 142, as follows:

The practice with respect to the granting of *Mareva* injunctions is still in the process of evolving. The early *Mareva* cases involving foreigners were simply concerned with the fact that the assets might be removed from England and that any judgment granted would be unenforceable. However, in *Barclay-Johnson v. Yuill*, [1980] 3 All E.R. 190, [1980] 1 W.L.R. 1259 (Ch. D.) and *Prince Abdul Ralman bin Turki Al Sudairy v. Abu-Taha*, [1980] 3 All E.R. 409 (C.A.), injunctions were granted against English nationals as opposed to foreigners. In *Derby & Co. Ltd. v. Weldon [(No. 1)]* (1988), [1989] 1 All E.R. 469 (C.A.) a *Mareva* injunction was granted on a worldwide basis on the condition that certain undertakings were given by the applicant which would protect the defendant from oppression and misuse of information and protect the position of third parties. Most recently, *Mooney v. Orr*, B.C.S.C., November 24, 1994 (unreported, Vancouver Registry No. C908539) [now reported 100 B.C.L.R. (2d) 335, [1995] 3 W.W.R. 116], Huddart J. granted a worldwide *Mareva* injunction against Mooney, who, prior to entering into business dealings with the Orrs, had so arranged his affairs as to protect any offshore property he might have from execution. Huddart J. cited the decision of the British Columbia Court of Appeal in *British Columbia (Attorney General) v. Wale* (1986), 9 B.C.L.R. (2d) 333 at p. 346, [1987] 2 W.W.R. 331 (C.A.), where McLachlin J.A. said: [page391]

...the judge must not allow himself to become the prisoner of a formula. The fundamental question in each case is whether the granting of an injunction is just and equitable in all the circumstances of the case.

[34] These observations set out above were noted by Weiler J.A. in relation to her finding that in order to obtain a *Mareva* injunction it is unnecessary to incorporate a requirement that a dissipation or transfer of assets was pursued for an improper purpose.

[35] In relation to *Chitel*, Weiler J.A. made the following observation, at para. 147:

In commenting as he did on the fourth guideline, I am of the opinion that MacKinnon A.C.J.O. was attempting to encapsulate the essence of the English authorities he had just reviewed and to give guidance as to when the requirements for granting a *Mareva* injunction would be met. I do not think that in recognizing the availability of the remedy in Ontario he meant to foresee and to foreclose all of the kinds of situations where a *Mareva* injunction could be granted.

[36] Therefore, I think it is clear that when an equitable remedy is sought the court ought to consider the guidelines set out in *Chitel*, but ultimately the court must consider what is just or convenient.

[37] Furthermore, I note also that, at para. 154, Weiler J.A. observed that "the threatened removal of assets outside of Canada is more likely to lead to the granting of a *Mareva* injunction because, generally, it is more difficult to enforce a judgment outside the jurisdiction". These are the very circumstances before the court.

[38] The usual case is that a party seeks a *Mareva* injunction to prevent assets from leaving the jurisdiction. However, *Mareva* injunctions have been granted on a worldwide basis with increasing frequency in our global economy. The purpose of the injunction in both circumstances is to ensure that a judgment can be enforced in the exceptional circumstances where the plaintiff, after making the required full and frank disclosure, establishes a strong *prima facie* case on the merits.

[41] In this case, the individual Respondents are, as noted, Ontario residents. The Yacht was originally owned by 256, the company owned or controlled by them. The evidence before me is to the effect that the exact whereabouts of the Yacht at the time of the hearing is unknown, although the evidence is clear that it was in Florida recently, and counsel for the Respondents admitted, as noted above, that it has recently left Florida and is apparently en route to the Bahamas.

[42] In the circumstances, I conclude that the Yacht is reasonably connected to this jurisdiction and the injunctive relief should be granted in respect of it.

[43] As noted above, while there is no clear evidence in the record before me as to when the Yacht left port in Florida as against when on Monday two days prior to the hearing, the Respondents received notice of this motion, all parties are in agreement that the Yacht did in fact leave port in Florida and was at the time of the hearing believed to be headed for the Bahamas.

That fact serves to heighten dramatically the concern and urgency of the moving parties and their fear that attempts are being made to place the asset beyond the reach of this Court.

[44] The Respondents submit that nothing can or should be taken from the fact that the Yacht has left port and specifically, no inference should be drawn as to any intent or effort to hide the asset.

[45] In my view, and as submitted by the OTE Group, the objective facts support my conclusion that there is a serious risk that the asset will be removed from the jurisdiction (in the sense of the jurisdiction and reach of this Court) and/or will be dissipated.

[46] The Yacht was, and apparently still is, listed for sale although it has been listed for sale in at least two locations (Palm Beach, Florida and Bimini, Bahamas. It has been delisted from Canadian registries. It has been renamed, and listed on the websites of the Boat Brokers as being for sale in Hollywood, Florida. Its GPS locator, whether intentionally disabled or simply malfunctioning, is not active, with the result that the exact location of the vessel cannot be determined.

[47] I am satisfied there is a risk of dissipation of assets. Different jurisdictions are, on the face of the evidence, involved. Proof of the risk of removal/dissipation may be inferred from the surrounding circumstances of the responding parties' misconduct. (See *Ontario Professional Fire Fighters Association v. Atkinson et al*, 2019 ONSC 3877 at para. 6-8, quoting with approval from *Sibley v. Ross*, 2011 ONSC 2951 at paras. 63, 64 and *Amphenol Canada Corp. v. Sunadrum*, 2019 ONSC 849).

[48] In my view, and notwithstanding the able submissions of counsel for the Respondents, I have little difficulty in concluding that there is a risk of removal or dissipation of the asset here and such is easily inferable from the circumstances.

[49] I similarly conclude that the moving parties have established irreparable harm for the purposes of this motion and if the Yacht cannot be located or attached, or if it is sold and proceeds cannot be traced, any judgment that may be made will likely be frustrated. The probability of irreparable harm increases as the probability of recovering damages decreases: *Christian-Philip v. Rajalingam*, 2020 ONSC 1925 at para. 33.

[50] In the same way, I am satisfied that the balance of convenience overwhelmingly favours the moving parties. The harm to them if the injunctive relief is not granted would likely be irreparable, but the harm to the Respondents if this relief is granted, on an interim and very limited basis, is minimal. The Yacht is for sale anyway. The injunctive relief is limited in scope to the Yacht (and the engines) and does not extend to other assets of the Respondent.

[51] Finally, pursuant to Rule 40.03, I am persuaded that the requirement for an undertaking, although provided by the moving parties here, should be dispensed with in the circumstances. The case put forward by the OTE Group is strong, and the OTE group is insolvent and in ongoing CCAA protection from its creditors. In my view, it is appropriate to dispense with the requirement for an undertaking as to damages where, as here, the case of the moving parties is strong and they are insolvent: *Sabourin & Sun Group of Cos. v. Laiken*, [2006] OJ No. 3847 at para. 16.

[52] While it is not determinative of the test as to whether the injunctive relief sought should be granted, I draw additional comfort from the Second Report of the Court-appointed Monitor dated March 13, 2023.

[53] The Monitor, independent of the parties and, as has often been described, the “eyes and ears of the Court”, fully supports the relief requested by the OTE Group, for the benefit of stakeholders including creditors.

[54] The Monitor’s own review of the evidence of the OTE Group supports the conclusion that the Yacht was purchased substantially using funds wired directly from the bank accounts of the OTE Group and further that 265 caused OTE Logistics to guarantee a chattel mortgage held by Essex, secured on the Yacht (para. 13).

[55] The third party entity from which the Yacht was purchased, Pride Marine Group, was one of the parties from whom the Monitor sought information and documentation pursuant to its investigatory powers granted by this Court. In response to that request, Pride provided a copy of the purchase contract for the Yacht, signed by Page, together with a breakdown of the payments for the Yacht as well as Pride bank statements showing funds received by Pride from accounts belonging to both OTE Group and 265 during the period from September 22, 2022 August 12, 2021. The Monitor concludes at paragraph 15 that the purchase price of the Yacht was substantially funded by the OTE Group with wire transfers totaling USD \$3,218,500.

[56] I observe that as reported by the Monitor, it is the intention of the OTE Group to seek to appoint the Monitor as foreign representative to seek recognition of these proceedings outside Canada and particularly to commence Chapter 15 Proceedings in the United States to recognize and enforce orders made by this Court. The Monitor observes that the Yacht, or proceeds of sale with respect thereto, may be a significant source of recovery for the OTE Group and its Creditors.

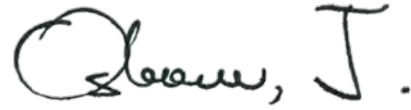
[57] The scope of the injunctive relief sought has been described above. The moving parties have provided a draft order, blacklined as against the Model Order of the Commercial List. The relief, though narrow in scope, is consistent with the nature and scope of relief granted by this Court in circumstances such as I have found are present here.

[58] The draft order contains the usual comeback clause, such that any party may return to this Court to vary or rescind the order on notice at any time.

[59] For all of the above reasons, I granted the order at the conclusion of the hearing of this motion, and directed the Respondents to, in turn, direct and facilitate the return of the Yacht to Florida forthwith.

[60] As to a return date of this motion before me, I offered to the parties alternative dates well within 10 days of the date of the order I have made. Due to personal and professional commitments of counsel, and the collective desire between and among them to have ongoing discussions with a view to having all or part of this matter possibly proceed on consent, they requested that they be given an opportunity to caucus amongst themselves and agree on the next return date. I agreed.

[61] Subsequent to the hearing of the motion and the granting of the order, the Commercial List Office advised me that the parties have scheduled a hearing before me on Tuesday, March 28.

A handwritten signature in cursive script that reads "Osborne, J.". The signature is written in black ink and is positioned above a horizontal line.

Osborne J.

Date: March 21, 2023



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ENDORSEMENT

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

NO. ON LIST: 1

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

BEFORE: **MR JUSTICE OSBORNE**

PARTICIPANT INFORMATION

For Applicant:

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

For Respondent:

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

Others in Attendance:

Name of Person Appearing	Name of Party	Contact Info
Adam Mortimer	Ministry of Finance	416-559-0216 / adam.mortimer@ontario.ca
Steven Groeneveld	Ministry of Finance	905-431-8380 / s.groeneveld@ontario.ca
Natai Shelsen	Mandy Cox	416-979-4384 / nshelsen@goldblattpartners.com
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Edward Park	Canada Revenue Agency	647-292-9368 / Edward.park@justice.gc.ca

ENDORSEMENT OF JUSTICE OSBORNE:

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

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

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

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

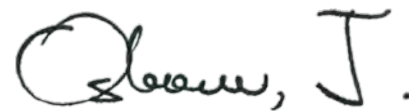
[5] Counsel for the Respondents will provide to counsel for the OTE Group and the Monitor as soon as possible but in any event within 48 hours the name and contact information for the Captain of the Yacht and a copy of the insurance policy on the Yacht. The GPS locator system onboard the Yacht is not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

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

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

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

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

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

Justice Osborne

TAB 6



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

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

THE HONOURABLE) THURSDAY, THE 27TH
JUSTICE OSBORNE) DAY OF APRIL, 2023

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

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

ORDER

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

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

SERVICE

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

DEFINED TERMS

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

PRODUCTION OF INFORMATION

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

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

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

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

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

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

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

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

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

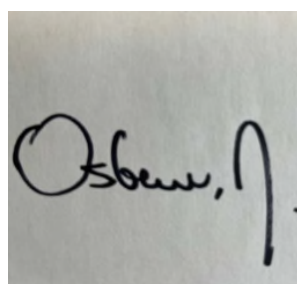
11. **THIS COURT ORDERS** that the Monitor, the OTE Group, and AirSprint shall have no liability with respect to any losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of carrying out the provisions of this Order, except to the extent such losses,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

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

GENERAL

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

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



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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

INFORMATION ORDER

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Lawyers for the OTE Group



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

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

THE HONOURABLE) THURSDAY, THE 27TH
JUSTICE OSBORNE) DAY OF APRIL, 2023

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

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

CLAIMS PROCEDURE ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order (the "**Claims Procedure Order**"), inter alia, establishing a claims procedure for the identification and quantification of certain claims against (i) the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**") and (ii) the current and former directors and officers of the OTE Group, was heard this day by videoconference at Toronto, Ontario.

ON READING the Notice of Motion of the Applicants, the Third Report of KPMG Inc. (the "**Third Report**"), in its capacity as Court-appointed monitor of the OTE Group (the "**Monitor**"), and on hearing the submissions of respective counsel for the OTE Group, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn April 20, 2023, filed.

SERVICE

1. **THIS COURT ORDERS** that the time and method for service of the Notice of Motion, the Motion Record, and the Third Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service or notice thereof.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

- (a) **“Assessments”** means any rights or claims of His Majesty the King in Right of Canada or of any province or territory or municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any existing or future notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority (including, for the avoidance of doubt, from any taxation authority in the United States), including without limitation in respect of any income taxes, sales taxes, excise taxes, harmonized sales taxes, goods and services taxes, and fuel taxes, and any Claims for interest or penalties in connection therewith;
- (b) **“Bar Date”** means the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable pursuant to the terms of this Order;

- (c) “**Business Day**” means, except as otherwise specified herein, a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) “**Books and Records**” means, collectively,
 - (i) the books and records provided to the Monitor by the OTE Group and/or any of their respective principals, agents or counsel;
 - (ii) information obtained by the Monitor pursuant to its information requests, including pursuant to its powers under the Initial Order and any other Order of this Court; and
 - (iii) any and all instruments registered on title to or in respect of the Property (as defined in the Initial Order) on or prior to the Filing Date;
- (e) “**CCAA Proceedings**” means the CCAA proceedings commenced by the Applicants in the Court under Court File No. CV-23-00693758-00CL;
- (f) “**Characterization**” means, for the purposes of this Order, solely whether the Claim is a secured or unsecured Claim, Pre-Filing Claim, Restructuring Period Claim or D&O Claim;
- (g) “**Claim**” means:
 - (i) any right or claim of any Person against any of the OTE Group, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such member of the OTE Group in existence

on the Filing Date, including any interest thereon or costs payable in respect thereof, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any right or claim with respect to any Assessment, or by reason of any equity interest, or by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty), or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the OTE Group with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which right or claim, including in connection with indebtedness, liability or obligation, is based in whole or in part on facts that existed prior to the Filing Date, or any other right or claim of any kind that would have been a claim provable in bankruptcy had any of the OTE Group become bankrupt on the Filing Date, including for greater certainty any claim against any of the OTE Group for indemnification by any Director or Officer in respect of a Pre-Filing D&O Claim (but excluding any such claim

by a Director or Officer of any OTE Group entity for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)), in each case, where such monies remain unpaid as of the date hereof (each, a "**Pre-Filing Claim**", and collectively, the "**Pre-Filing Claims**");

(ii) any right or claim of any Person against any of the OTE Group in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such member of the OTE Group to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by such member of the OTE Group on or after the Filing Date of any contract, lease or other agreement or arrangement, whether written or oral (each, a "**Restructuring Period Claim**", and collectively, the "**Restructuring Period Claims**");

(iii) any right or claim of any Person against one or more of the Directors and/or Officers arising based in whole or in part on facts that existed prior to the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any

Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**Pre-Filing D&O Claim**”, and collectively, the “**Pre-Filing D&O Claims**”); and

- (iv) any right or claim of any Person against one or more of the Directors and/or Officers arising after the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter, action, cause or chose in action, whether existing at present or arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**Restructuring Period D&O Claim**”, collectively, the “**Restructuring Period D&O Claims**”);

provided, however, that in any case “**Claim**” shall not include an Excluded Claim, but for greater certainty, shall include any Claim of any insurer under a director and officer insurance policy arising through subrogation against member of the OTE Group or any Director or Officer;

- (h) “**Claimant**” means (a) a Person, including without limitation a Known Claimant asserting a Pre-Filing Claim or a Restructuring Period Claim against any of the OTE Group, or (b) a Person, including without limitation a Known Claimant asserting a D&O Claim against any of the Directors or Officers;
- (i) “**Claims Bar Date**” means 5:00 PM (Eastern Time) on June 27, 2023, or such later date as may be ordered by this Honourable Court;
- (j) “**Claims Officer**” means the individual(s) designated by the Court pursuant to paragraph 34 of this Order;
- (k) “**Claims Package**” means the document package to be disseminated by the Monitor in accordance with the terms of this Order, which shall consist of a Proof of Claim form, a Proof of Claim Instruction Letter, a D&O Proof of Claim form, a D&O Claim Instruction Letter, and such other materials as the OTE Group, in consultation with the Monitor, may consider appropriate;
- (l) “**Claims Procedure**” means the procedures outlined in this Order, including the Schedules hereto, in connection with the assertion of Claims against the OTE Group and/or the Directors and Officers, or any of them, as amended or supplemented by further order of the Court;
- (m) “**Court**” or this “**Honourable Court**” means the Ontario Superior Court of Justice (Commercial List);

- (n) “**D&O Claim**” means any Pre-Filing D&O Claim or Restructuring Period D&O Claim, and “**D&O Claims**” means, collectively, the Pre-Filing D&O Claims and the Restructuring Period D&O Claims;
- (o) “**D&O Claim Instruction Letter**” means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as Schedule “D” hereto;
- (p) “**D&O Proof of Claim**” means the proof of claim to be filed by Claimants in connection with any D&O Claim, substantially in the form attached as Schedule “E” hereto, which shall include all available supporting documentation in respect of such D&O Claim;
- (q) “**Directors**” means all current or former directors (or their estates) of any of the OTE Group, in such capacity, or any who may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any member of the OTE Group, and “**Director**” means any one of them;
- (r) “**Employee**” means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a current or former employee of any of the OTE Group whether on a full-time, part-time or temporary basis, other than a Director or Officer, including any individuals on disability leave, parental leave or other absence;

- (s) “**Excluded Claim**” means any:
- (i) Claim that may be asserted by any beneficiary of the Administration Charge, the Directors’ Charge and the RBC Security, (as such terms are defined in the Initial Order), and any further Court-ordered charges in these CCAA proceedings;
 - (ii) Intercompany Claim; and
 - (iii) Claim that may be asserted by any of the OTE Group entities or by the Monitor, including, without limitation, pursuant to section 36.1 of the CCAA and sections 95 and 96 of the *Bankruptcy and Insolvency Act*, against any Directors and/or Officers;
- (t) “**Filing Date**” means January 30, 2023;
- (u) “**Initial Order**” means the order of the Honourable Justice Osborne dated January 30, 2023 issued pursuant to the CCAA, as amended by the order of the Honourable Justice Osborne dated February 9, 2023, and as further amended, restated or varied from time to time;
- (v) “**Instruction Letter**” means a letter to Claimants regarding the Claims Procedure containing instructions regarding the completion and return of a Proof of Claim, substantially in the form attached at **Schedule “B”** herein;
- (w) “**Intercompany Claim**” means any Claim that may be asserted against any of the OTE Group by or on behalf of any of the OTE Group or any of their affiliated

companies or partnerships. For greater certainty, an Intercompany Claim shall not include any Claim of a current or former shareholder, partner or limited partner of any OTE Group entity against such OTE Group entity;

- (x) **“Known Claimants”** means:
- (i) those Claimants which the Books and Records disclose were owed monies as Claimants by one or more of the OTE Group as of the Filing Date and which monies remain unpaid in whole or in part; and
 - (ii) any Person which commenced a legal proceeding against any of the OTE Group, including the Directors or Officers, which legal proceeding was commenced and served upon such member of the OTE Group or such Director or Officer prior to the Filing Date and is known to the Monitor as of the date of the Claims Procedure Order;
- (y) **“Meeting”** means any meeting of the creditors of the OTE Group, or of any one or more of them, called for the purpose of considering and voting in respect of a Plan;
- (z) **“Monitor’s Website”** means the case website established by the Monitor with the following URL: <http://home.kpmg/ca/OTEGroup>;
- (aa) **“Notice of Dispute of Revision or Disallowance”** means the notice, substantially in the form attached as Schedule “G” hereto, which may be delivered to the Monitor by a Claimant disputing a Notice of Revision or Disallowance received by such Claimant;

- (bb) “**Notice of Revision or Disallowance**” means the notice, substantially in the form attached as Schedule “F” hereto, which may be prepared by the OTE Group, in consultation with the Monitor, and delivered by the Monitor to a Claimant revising or disallowing, in part or in whole, a Claim submitted by such Claimant in a Proof of Claim or D&O Proof of Claim;
- (cc) “**Notice to Claimants**” means the notice for publication by the Monitor as described in paragraph 12(d) herein, substantially in the form attached as Schedule “A” hereto;
- (dd) “**Officers**” means all current and former officers (or their estates) of any of the OTE Group, in such capacity, or anyone who may be deemed to be or have been, whether by statute, operation or law or otherwise, an officer or *de facto* officer of any of the OTE Group, and “**Officer**” means any of them;
- (ee) “**Order**” means this Claims Procedure Order;
- (ff) “**Person**” means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), joint venture, unincorporated organization, governmental unit, body or agency or any instrumentality thereof, Canadian or non-Canadian regulatory body or agency or any instrumentality thereof, or any other entity;
- (gg) “**Plan**” means any proposed plan of compromise, arrangement or reorganization that may be filed in respect of any or all of the OTE Group pursuant to the CCAA

as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;

- (hh) **“Proof of Claim”** means the proof of claim to be submitted or delivered to the Monitor by a Claimant in respect of any Pre-Filing Claim and/or Restructuring Period Claim, substantially in the form attached as Schedule “C” hereto, which shall include all available supporting documentation in respect of such Claim;
- (ii) **“Proof of Claim Instruction Letter”** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule “B” hereto;
- (jj) **“Restructuring Period Claims Bar Date”** means, in respect of a Restructuring Period Claim or Restructuring Period D&O Claim, the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Eastern Time) on the day which is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim or a Restructuring Period D&O Claim to a Claimant;

3. **THIS COURT ORDERS** that, except where otherwise specified herein, all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”, all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

5. **THIS COURT ORDERS** that all Claims filed shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate on the Filing Date, which for the United States dollar is USD\$1:CAD\$1.3356.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the OTE Group and the Monitor of Proofs of Claims and D&O Proofs of Claims, and the filing by any Claimant of any Proof of Claim and D&O Proof of Claim shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the nature, quantum and priority of its Claims or standing in the CCAA Proceedings or rights under a Plan, except as specifically set out in this Order.

7. **THIS COURT ORDERS** that the Monitor, in consultation with the OTE Group, and if applicable, the applicable Directors and Officers in respect of any D&O Claims, is hereby authorized to use reasonable discretion to determine the adequacy of compliance with respect to the manner in which any forms submitted or delivered hereunder are completed and executed, and the time in which they are submitted, and may, where the Monitor, in consultation with the OTE Group and, if applicable, the applicable Directors and Officers in respect of any D&O Claims, is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms

and to request any further documentation from a Claimant that the Monitor, the OTE Group and the applicable Directors and Officers in respect of any D&O Claims, may require.

8. **THIS COURT ORDERS** that amounts claimed in Assessments shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment.

MONITOR'S ROLE

9. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the CCAA Proceedings, shall assist the OTE Group in the administration of the Claims Procedure provided for herein, including the determination and resolution of Claims, if applicable, and is hereby authorized, directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

10. **THIS COURT ORDERS** that the Monitor: (i) shall have all of the protections afforded to it by the CCAA, this Order, the Initial Order, any other orders of the Court in the CCAA Proceedings, and other applicable law, or as an officer of the Court, in connection with its activities in respect of this Order, including the stay of proceedings in its favour pursuant to the Initial Order; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the OTE Group and any information provided by any of the OTE Group, all without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to

this Order from the OTE Group or any of their affiliated companies, partnerships, or other corporate entities, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Procedure.

11. **THIS COURT ORDERS** that the OTE Group, the Directors, the Officers and their respective employees, agents and representatives and any other Person given notice of this Order shall fully cooperate with and assist the Monitor in the exercise of its powers and the discharge of its duties and obligations under this Order.

NOTICE TO CLAIMANTS

12. **THIS COURT ORDERS** that:

- (a) The OTE Group shall, no later than five (5) Business Days following the granting of this Order, provide to the Monitor a complete list of Known Claimants which the Books and Records disclose were owed monies as Claimants by one or more of the OTE Group as of the Filing Date and which monies remain unpaid in whole or in part, and/or confirm to the Monitor that the Monitor is already in possession of such list;
- (b) The Monitor shall post a copy of this Order and the Claims Package on the Monitor's Website as soon as practicable after the date of this Order but no later than five (5) Business Days following the granting of this Order;
- (c) The Monitor shall, as soon as practicable, but no later than ten (10) Business Days following the granting of this Order, send to each of the Known Claimants, as evidenced by the Books and Records of the OTE Group, at their last known

municipal or e-mail address as recorded in the OTE Group's Books and Records a copy of the Claims Package;

- (d) The Monitor shall cause to be published for at least two (2) Business Days in consecutive weeks the Notice to Claimants in *The Globe and Mail* (National Edition) as soon as practicable after the date of this Order, with the first such notice to be published no later than seven (7) Business Days following the granting of this Order; and
- (e) The Monitor shall, provided such request is received prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefor a copy of the Claims Package to any Person claiming to be a Claimant and requesting such material in writing.

13. **THIS COURT ORDERS** that any notices of disclaimer or resiliation delivered after the date of this Order to potential Claimants in connection with any action taken by the OTE Group or the Monitor to restructure, disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Initial Order, shall be accompanied by a Claims Package.

14. **THIS COURT ORDERS** that the form and substance of the Claims Procedure, this Order and all Schedules, substantially in the forms attached as schedules hereto, are hereby approved. Notwithstanding the foregoing, the OTE Group, in consultation with the Monitor, may, from time to time, make non-substantive changes to the forms as they may consider necessary or desirable.

15. **THIS COURT ORDERS** that the sending of the Claims Package either electronically or physically to the applicable Persons as described above, the publication of the Notice to Claimants, each in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order. All Persons (including Claimants) are bound by the timelines set out in this Order and any notices published in accordance with the terms of this Order, regardless of whether or not they received actual notice, such that it is the sole obligation of any Person asserting a Claim to file such Claim with the Monitor in accordance with the terms of this Order and the applicable Bar Date set out in this Order.

16. **THIS COURT ORDERS** that the Monitor shall be entitled to rely on the accuracy and completeness of the information obtained from the Books and Records of the OTE Group regarding the Known Claimants. For greater certainty, the Monitor shall have no liability in respect of the information provided to it or otherwise obtained by it regarding the Known Claimants and shall not be required to conduct any independent inquiry and investigation with respect to that information.

CLAIMS PROCEDURE

(A) Pre-Filing Claims and Pre-Filing D&O Claims

17. **THIS COURT ORDERS** that any Claimant that intends to assert a Pre-Filing Claim or a Pre-Filing D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor so that it is actually received by the Monitor on or before the Claims Bar Date. Proofs of Claim and D&O Proofs of Claim may be submitted to the Monitor in accordance with the

provisions of this Order. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed with the Monitor by every Claimant in respect of every Pre-Filing Claim and every Pre-Filing D&O Claim, regardless of whether or not a legal proceeding in respect of such Pre-Filing Claim or Pre-Filing D&O Claim has been previously commenced.

18. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date, or such later date as the Monitor, in consultation with the OTE Group, may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s) against the OTE Group, the OTE Group shall not have any liability whatsoever in respect of any such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s), and all such Pre-Filing Claims or Pre-Filing D&O Claims shall be forever extinguished without any further act or notification by the OTE Group or the Monitor;
- (b) will not be permitted to vote at any Meeting on account of such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s);
- (c) will not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or these CCAA proceedings with respect to such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s);
and

- (d) will not be permitted to participate in any distribution under any Plan or otherwise on account of such Pre-Filing Claim(s) or Pre-Filing D&O Claim(s).

(B) Restructuring Period Claims

19. **THIS COURT ORDERS** that, upon becoming aware of a circumstance giving rise to a potential Restructuring Period Claim or Restructuring Period D&O Claim, the Monitor, in consultation with the OTE Group, shall send a Claims Package, as appropriate, to the Claimant in respect of such potential Restructuring Period Claim or Restructuring Period D&O Claim in the manner provided for herein.

20. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or a Restructuring Period D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor so that it is actually received by the Monitor on or before the Restructuring Period Claims Bar Date. Proofs of Claim and D&O Proofs of Claim may be submitted to the Monitor in accordance with the provisions of this Order hereto. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed with the Monitor by every Claimant in respect of every Restructuring Period Claim and every Restructuring Period D&O Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or Restructuring Period D&O Claim has been previously commenced.

21. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or Restructuring Period D&O Claim, that does not file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor, in consultation with the OTE Group, may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s), the OTE Group shall not have any liability whatsoever in respect of any such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s), and all such Restructuring Period Claims or Restructuring Period D&O Claims shall be forever extinguished without any further act or notification by the OTE Group or the Monitor;
- (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s);
- (c) will not be entitled to receive further notice with respect to, and shall not be entitled to participate as a Claimant or creditor in, the Claims Procedure or these CCAA Proceedings with respect to such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s); and
- (d) will not be permitted to participate in any distribution under any Plan or otherwise on account of such Restructuring Period Claim(s) or Restructuring Period D&O Claim(s).

(C) Adjudication and Resolution of Claims

22. **THIS COURT ORDERS** that the Monitor, in consultation with the OTE Group, shall review and record all Proofs of Claim and D&O Proofs of Claim that are received on or before the applicable Bar Date.

23. **THIS COURT ORDERS** that the Monitor shall make reasonable efforts to promptly deliver a copy of any D&O Proofs of Claim, Notices of Revision or Disallowance with respect to any D&O Claim, and Notices of Dispute of Revision or Disallowance with respect to any D&O Claim, to the applicable Directors and Officers named therein.

24. **THIS COURT ORDERS** that, (i) the Monitor, in consultation with and on behalf of the OTE Group, shall accept, revise or reject each Claim set out in each Proof of Claim, and (ii) with respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor, in consultation with and on behalf of the OTE Group and the applicable Directors and Officers named in respect of such D&O Claim, shall accept, revise or reject such D&O Claim, provided that the Monitor shall not accept or revise any portion of a D&O Claim absent consent of the applicable Director(s) and Officer(s) or further Order of the Court.

25. **THIS COURT ORDERS** that, if the Monitor, in consultation with the OTE Group, agrees with the amount and Characterization of the Claim as set out in any Proof of Claim or D&O Proof of Claim filed in accordance with the provisions of this Order and intend to accept the Claim, the Monitor shall notify such Claimant of the acceptance of its Claim by the OTE Group.

26. **THIS COURT ORDERS** that, if the Monitor, in consultation with the OTE Group, disagrees with the amount or Characterization of the Claim as set out in any Proof of Claim or D&O Proof of Claim filed in accordance with the provisions of this Order, the Monitor shall, in consultation with the OTE Group and any applicable Directors or Officers, attempt to resolve such dispute and settle the purported Claim with the Claimant for voting and/or distribution purposes.

27. **THIS COURT ORDERS** that, subject to and in accordance with paragraph 22, if the OTE Group and the Monitor intend to revise or reject a Claim that has been filed with the Monitor, the

Monitor shall notify the applicable Claimant that its Claim has been revised or rejected for voting and/or distribution purposes, and the reasons therefor, by sending a Notice of Revision or Disallowance. The Monitor, in consultation with the OTE Group, may allow a Claim for voting purposes and may revise or disallow the Claim for distribution purposes provided it does so in the Notice of Revision or Disallowance.

28. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance received from the Monitor shall deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for its dispute, to the Monitor such that it is received by the Monitor by no later than thirty (30) days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor, in consultation with the OTE Group, in writing.

29. **THIS COURT ORDERS** that, where a Claimant who receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 28 above, then such Claimant's Claim shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of the Claimant's rights to dispute the Claim as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Claim other than as determined in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

30. **THIS COURT ORDERS** that upon receipt of a Notice of Dispute of Revision or Disallowance in respect of a Claim, the Monitor, the OTE Group and any applicable Directors or Officers, shall attempt to resolve such dispute and settle the purported Claim with the Claimant, and in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not

settled within a time period or in a manner satisfactory to the Monitor, in consultation with the OTE Group and any applicable Directors or Officers, the Monitor shall, at its election, refer the dispute raised in the Notice of Dispute of Revision or Disallowance to the Court or a Claims Officer appointed by the Court for adjudication, and the Monitor shall send written notice of such referral to the Claimant.

31. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the Monitor, in consultation with the OTE Group and any applicable Directors or Officers, may, at its election, refer any Claim to the Court or a Claims Officer appointed by the Court for adjudication at any time, and the Monitor shall send written notice of such referral to the applicable parties.

32. **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

33. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of the Plan and, for greater certainty, the treatment of Claims, or any other claims and classification of Claimants for voting and distribution purposes, shall be subject to the terms of a Plan or further Order of this Court.

CLAIMS OFFICER

34. **THIS COURT ORDERS** that one or more Persons may be appointed by the Court from time to time on a motion by the OTE Group or the Monitor as the Claims Officer for the Claims Procedure.

35. **THIS COURT ORDERS** that the decision as to whether a disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the discretion of the OTE Group, in consultation with the Monitor.

36. **THIS COURT ORDERS** that, where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine the classification, validity and/or amount of such disputed Claim in accordance with this Order and, to the extent necessary, may determine whether any Claim or part thereof constitutes an Excluded Claim, and shall provide written reasons. Where a disputed Claim has been referred to a Claims Officer, the Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including any participation rights for any stakeholder and the manner in which any evidence may be adduced. The Claims Officer shall have the discretion to mediate any dispute that is referred to such Claims Officer at its election. The Claims Officer shall also have the discretion to determine by whom and to what extent the costs of any hearing or mediation before a Claims Officer shall be paid.

37. **THIS COURT ORDERS** that the Monitor, the Claimant, the OTE Group and/or, in respect of any D&O Claim, the applicable Directors and Officers, or any other stakeholder (if applicable) may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the amount and Characterization of a Claimant's Claim or any other matter

determined by the Claims Officer, appeal such determination to the Court by filing a notice of appeal, and the appeal shall, subject to the availability of the Court, be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

38. **THIS COURT ORDERS** that, if no party appeals any determination of any Claims Officer within the time set out in paragraph 37 above, the decision of the Claims Officer in determining the amount and Characterization of the Claimant's Claim or any other matter determined by the Claims Officer in accordance with paragraph 37 shall be final and binding upon the applicable OTE Group, the applicable Directors and Officers in respect of any D&O Claim, the Monitor, the Claimant and any other applicable stakeholder and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

NOTICE TO TRANSFEREES

39. **THIS COURT ORDERS** that, subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns its Claim to another Person, neither the Monitor nor any of the OTE Group shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim, and the OTE Group and the Monitor shall thereafter only be required to deal with such transferee or assignee and not the original Claimant. Any such transferee or assignee of such Claim shall be bound by any notices given or steps taken or not taken in respect of such Claim in accordance with this Order prior to receipt by the Monitor and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim

takes the Claim subject to any rights of set-off to which the OTE Group and/or the applicable Directors and Officers may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim shall not be entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to any of the OTE Group or the applicable Directors and Officers.

SERVICE AND NOTICE

40. **THIS COURT ORDERS** that the OTE Group and the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the appropriate Claimants or any other interested Persons by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons or their counsel at the physical or electronic address, as applicable, shown on the Books and Records of the OTE Group or, where applicable, as set out in such Claimant's Proof of Claim or D&O Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) or within the United States (other than within California), as applicable, and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day, and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

41. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor or the OTE Group under this Order shall, unless otherwise specified in this Order, be in writing in substantially the form, if any, provided for in this Order

and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email to:

If to the Monitor:

KPMG Inc.
Bay Adelaide Centre, 333 Bay St. #4600
Toronto, ON M5H 2S5

Attention: Chris Gard and Broderick Lomax
Email: cgard@kpmg.ca; blomax@kpmg.ca;
and OTEGroup@kpmg.ca

With a copy to Bennett Jones LLP
100 King Street West, Suite 3400
Toronto, ON M5X 1A4
Attention: Raj Sahni, Danish Afroz and
Thomas Gray
Email: sahnir@bennettjones.com,
afrozd@bennettjones.com and
grayt@bennettjones.com

If to the OTE Group:

Aird & Berlis LLP
Brookfield Place, 181 Bay St. #1800
Toronto, ON M5J 2T9

Attention: Steven Graff, Tamie Dolny and
Samantha Hans
Email: sgraff@airdberlis.com,
tdolny@airdberlis.com and
shans@airdberlis.com

Any such notice or communication delivered by a Claimant shall be deemed received if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email, upon actual receipt thereof before 5:00 p.m. on a Business Day, or if delivered outside of normal business hours, the next Business Day. For greater certainty, a copy of any correspondence delivered by the Claimant to the OTE Group must also have been delivered to the Monitor.

42. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not be effective, and all notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile

transmission or email in accordance with this Order, in each case unless otherwise determined by the Monitor, in its reasonable discretion and in consultation with the OTE Group.

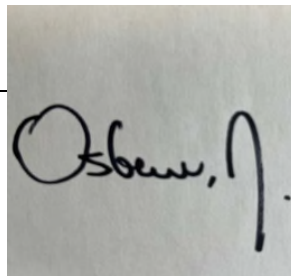
MISCELLANEOUS

43. **THIS COURT ORDERS** that the OTE Group or the Monitor may from time to time apply to this Court to extend the time for any action which the OTE Group or the Monitor are required to take if reasonably required to carry out their respective duties and obligations pursuant to this Order and for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

44. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the OTE Group's insurance or any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any OTE Group; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that he or she is covered by, where and if available, the OTE Group' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against a OTE Group or Director or Officer, as applicable.

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

46. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.



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SCHEDULE "A"

NOTICE TO CLAIMANTS OF ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP

(collectively, the "OTE Group")

RE: NOTICE OF CLAIMS PROCEDURE

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made on April 27, 2023 (the "**Claims Procedure Order**"), a claims procedure has been commenced for the identification, quantification, and resolution of certain claims of creditors of the OTE Group and their respective directors and officers (the "**Claims Procedure**"). Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

PLEASE TAKE NOTICE that any Person that wishes to assert a Pre-Filing Claim or a Pre-Filing D&O Claim (against any of the current or former Directors or Officers of the OTE Group), other than an Excluded Claim, must deliver to KPMG Inc., in its capacity as the court-appointed monitor of the OTE Group (the "**Monitor**") on or before the Claims Bar Date a completed Proof of Claim form or a completed D&O Proof of Claim, as applicable, including all relevant supporting documentation in respect of such Claim, in the manner set out in the Order.

Pursuant to the Claims Procedure Order, the Claims Bar Date is 5:00 p.m. (Eastern Time) on June 27, 2023. Proofs of Claim in respect of Pre-Filing Claims and D&O Proofs of Claim in respect of D&O Claims must be completed and filed with the Monitor such that it is received on or before the Claims Bar Date.

PLEASE TAKE NOTICE that any Person that wishes to assert a Restructuring Period Claim or a Restructuring Period D&O Claim, other than an Excluded Claim, must deliver to the Monitor on or before the Restructuring Claims Bar Date a completed Proof of Claim form or a D&O Proof of Claim, as applicable, including all relevant supporting documentation in respect of such Claim, in the manner set out in the Order.

Pursuant to the Claims Procedure Order, the Restructuring Period Claims Bar Date is 5:00 pm (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim or a Restructuring Period D&O Claim to a Claimant. Proofs of Claim in respect of Restructuring Period Claims or D&O Proofs of Claim in respect of Restructuring Period D&O Claims must be completed and filed with the Monitor such that they are received on or before the Restructuring Period Claims Bar Date.

Pursuant to the Claims Procedure Order, the Monitor will cause Claims Packages to be sent to all Known Claimants on or before Thursday, May 11, 2023. A copy of the Claims Procedure Order and the Claims Package can be found at the following website: <http://home.kpmg/ca/OTEGroup>

CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

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CLAIMANTS REQUIRING INFORMATION or claim documentation may contact the Monitor at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

333 Bay Street, Suite 4600

Bay Adelaide Centre

Toronto, ON M5H 2S5

Attention: Chris Gard / Broderick Lomax

Telephone: 1-833-665-0666 (toll free within North America)

416-468-7000 (local)

Fax: 416-777-8818

Email: OTEGroup@kpmg.ca

SCHEDULE “B”

**PROOF OF CLAIM INSTRUCTION LETTER OF
ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND
ORIGINAL TRADERS ENERGY LP**

(collectively, the “OTE Group”)

CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated April 27, 2023 (as such Order may be amended from time to time, the “**Claims Procedure Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), the OTE Group and KPMG Inc., in its capacity as the Court-appointed monitor of the OTE Group (the “**Monitor**”), have been authorized to conduct a claims procedure (the “**Claims Procedure**”). A copy of the Claims Procedure Order and other public information concerning this proceeding can be obtained from the Monitor’s website at <http://home.kpmg/ca/OTEGroup>.

This letter provides general instructions for completing a Proof of Claim form. Capitalized terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine the amount of any claims against the OTE Group or any or all of their respective current or former Directors or Officers, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise or arrangement being pursued by the OTE Group under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All forms and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission, email, or telephone at the address below:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

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

Attention: Chris Gard / Broderick Lomax
Telephone: 1-833-665-0666 (toll free within North America)
416-468-7000 (local)
Fax: 416-777-8818
Email: OTEGroup@kpmg.ca

FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Pre-Filing Claim against any of the OTE Group, you must complete and file a Proof of Claim form with the Monitor. All Proofs of Claim for Pre-Filing Claims (i.e. Claims against the OTE Group arising prior to the Filing Date) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on June 27, 2023** (the “**Claims Bar Date**”). If you do not file a Proof of Claim in respect of any such Claims by the Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding

any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims shall be forever extinguished and barred.

All Proofs of Claim for Restructuring Period Claims (i.e. Claims arising on or after the Filing Date arising out of the restructuring, disclaimer, repudiation or termination by the OTE Group of any contract, lease, employment agreement or arrangement or other agreement or obligation) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the “**Restructuring Period Claims Bar Date**”). If you do not file a Proof of Claim in respect of any such Restructuring Period Claims by the Restructuring Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims you may have against the OTE Group shall be forever extinguished and barred.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor’s website at <http://home.kpmg/ca/OTEGroup> or by contacting the Monitor.

DATED this _____ day of _____, 2023.

SCHEDULE “C”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

PROOF OF CLAIM

**FOR CLAIMS AGAINST ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC.,
OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP**

(collectively, the “OTE Group”)

1. PARTICULARS OF CLAIMANT

(a) Full Legal Name of Claimant:

(b) Full Mailing Address of Claimant:

(c) Telephone Number of Claimant:

(d) Facsimile Number of Claimant:

(e) E-mail Address of Claimant:

(f) Attention (Contact Person):

2. **PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original Claimant(s): _____

3. **PROOF OF CLAIM**

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

(a) That I am a Claimant of the OTE Group / I hold the position of _____ of the Claimant;

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The OTE Group was and still is indebted to the Claimant as follows: ¹

Applicable OTE Group Debtor(s)	Pre-Filing Claim Amount	Restructuring Period Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any

4. **PARTICULARS OF CLAIM:**

The particulars of the undersigned's Claims (including Pre-Filing Claims, and Restructuring Period Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim

¹ Any Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average exchange rate for that currency against the Canadian Dollar on the Filing Date

allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

5. **FILING OF CLAIM**

For Pre-Filing Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Eastern Time) on the Claims Bar Date (June 27, 2023)**.

For Restructuring Period Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim**.

In both cases, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of the OTE Group
Claims Process

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

Attention: Chris Gard / Broderick Lomax
Telephone: 1-833-665-0666 (toll free within North America)
416-468-7000 (local)
Fax: 416-777-8818
Email: OTEGroup@kpmg.ca

DATED at _____ this _____ day of _____, 2023.

(signature of Claimant or its authorized representative)

Name:

Title:

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

SCHEDULE “D”

D&O CLAIM INSTRUCTION LETTER
FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF
ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND
ORIGINAL TRADERS ENERGY LP
(collectively, the “OTE Group”)

CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated April 27, 2023 (as such Order may be amended from time to time, the “**Claims Procedure Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”), the OTE Group and KPMG Inc., in its capacity as the Court-appointed monitor of the OTE Group (the “**Monitor**”), have been authorized to conduct a claims procedure (the “**Claims Procedure**”). A copy of the Claims Procedure Order and other public information concerning this proceeding can be obtained from the Monitor’s website at <http://home.kpmg/ca/OTEGroup>.

This letter provides general instructions for completing a D&O Proof of Claim form. Capitalized terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine the amount of any claims against the OTE Group or any or all of their respective current or former Directors or Officers, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise or arrangement being pursued by the OTE Group under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All forms and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission, email, or telephone at the address below:

KPMG Inc., Court-appointed Monitor of the OTE Group

Claims Process

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

Attention: Chris Gard / Broderick Lomax
Telephone: 1-833-665-0666 (toll free within North America)
416-468-7000 (local)
Fax: 416-777-8818
Email: OTEGroup@kpmg.ca

FOR CREDITORS SUBMITTING A D&O PROOF OF CLAIM

If you believe that you have a D&O Claim against any of the Directors or Officers of the OTE Group, you must complete and file a D&O Proof of Claim form with the Monitor. All D&O Proofs of Claim for Pre-Filing D&O Claims (i.e. Claims against any of the Directors or Officers of the OTE Group arising prior to the Filing Date) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on June 27, 2023**

(the “**Claims Bar Date**”). If you do not file a D&O Proof of Claim in respect of any such Claims by the Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims shall be forever extinguished and barred.

All D&O Proofs of Claim for Restructuring Period D&O Claims (i.e. D&O Claims arising on or after the Filing Date) **must be received by the Monitor before 5:00 p.m. (Eastern Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim** (the “**Restructuring Period Claims Bar Date**”). If you do not file a D&O Proof of Claim in respect of any such Restructuring Period D&O Claims by the Restructuring Claims Bar Date, you shall not be entitled to vote at the meeting of creditors regarding any plan of compromise or arrangement being proposed by the OTE Group or participate in any distribution under such plan in respect of such Claims and any such Claims you may have against the OTE Group shall be forever extinguished and barred.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor’s website at <http://home.kpmg/ca/OTEGroup> or by contacting the Monitor.

DATED this _____ day of _____, 2023.

SCHEDULE “E”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

**D&O PROOF OF CLAIM
FOR CLAIMS AGAINST DIRECTORS OR OFFICERS OF
ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC., OTE LOGISTICS LP AND
ORIGINAL TRADERS ENERGY LP
(collectively, the “OTE Group”)**

6. PARTICULARS OF CLAIMANT

(a) Full Legal Name of Claimant:

(b) Full Mailing Address of Claimant:

(c) Telephone Number of Claimant:

(d) Facsimile Number of Claimant:

(e) E-mail Address of Claimant:

(f) Attention (Contact Person):

7. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original Claimant(s): _____

8. **PROOF OF CLAIM**

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

(a) That I am a Claimant of the Director(s) or Officer(s) of the OTE Group / I hold the position of _____ of the Claimant;

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Director(s) or Officer(s) of the OTE Group was and still is indebted to the Claimant as follows:²

Applicable Directors and/or Officers of the OTE Group	Pre-Filing D&O Claim Amount	Restructuring Period D&O Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any

9. **PARTICULARS OF CLAIM:**

The particulars of the undersigned's Claims (including Pre-Filing D&O Claims, and Restructuring Period D&O Claims) are attached.

(Specify the applicable Directors or Officers and the legal basis for the Claims against them. Provide full particulars of the Claim and supporting documentation, including amount, description

² Any Claims denominated in a foreign currency shall be converted to Canadian Dollars based on the Bank of Canada's daily average exchange rate for that currency against the Canadian Dollar on the Filing Date

of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

10. **FILING OF CLAIM**

For Pre-Filing D&O Claims, this D&O Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the Claims Bar Date (June 27, 2023)**.

For Restructuring Period D&O Claims, this D&O Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the later of the Claims Bar Date and the date that is thirty (30) days after the Monitor sends a Claims Package with respect to a Restructuring Period Claim**.

In both cases, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of the OTE Group
Claims Process

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

Attention: Chris Gard / Broderick Lomax
Telephone: 1-833-665-0666 (toll free within North America)
416-468-7000 (local)
Fax: 416-777-8818
Email: OTEGroup@kpmg.ca

DATED at _____ this _____ day of _____, 2023.

(signature of Claimant or its authorized representative)

Name:

Title:

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

SCHEDULE “F”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

NOTICE OF REVISION OR DISALLOWANCE

**FOR CLAIMS AGAINST ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC.,
OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP (collectively, the “OTE
Group”) AND/OR AGAINST THE DIRECTORS AND/OR OFFICERS OF THE OTE GROUP**

TO: [insert name and address of creditor]

Capitalized terms not defined in this Notice of Revision or Disallowance have the meaning ascribed to them in the Claims Procedure Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the Applicants dated April 27, 2023 (the “**Claims Procedure Order**”).

Pursuant to the Claims Procedure Order, KPMG Inc. in its capacity as the court-appointed monitor of the Applicants (the “**Monitor**”) hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Proven Claim will be as follows:

Name of relevant OTE Group entity and/or applicable Directors and/or Officers, as applicable	Type of Claim per Proof of Claim or D&O Proof of Claim	Amount of Claim per Proof of Claim or D&O Proof of Claim	Type of Claim Allowed per this Notice of Revision or Disallowance	Amount of Claim Allowed per this Notice of Revision or Disallowance
[Insert: name of appropriate party]	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]	CAD \$	[Unsecured Claim / Unsecured Priority Claim / Secured Claim]	CAD \$

Reasons for Revision or Disallowance

SERVICE OF NOTICE OF DISPUTE

If you disagree with the amount of your Claim specified herein for voting and/or distribution purposes, you must deliver a Notice of Dispute of Revision or Disallowance to the Monitor in writing, no later than 5:00 p.m. (Eastern Time) on the day that is not later than **thirty (30) days** after you have been deemed to have received the Notice of Revision or Disallowance under the Claims Procedure Order. The form Notice of Dispute of Revision or Disallowance is enclosed.

If you do not deliver a Notice of Dispute of Revision or Disallowance, your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

Notice of Dispute of Revision or Disallowance forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

KPMG Inc., Court-appointed Monitor of the OTE Group
Claims Process

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

Attention: Chris Gard / Broderick Lomax
Telephone: 1-833-665-0666 (toll free within North America)
416-468-7000 (local)
Fax: 416-777-8818
Email: OTEGroup@kpmg.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at _____ this _____ day of _____, 2023.

SCHEDULE “G”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE

**FOR CLAIMS AGAINST ORIGINAL TRADERS ENERGY LTD., 2496750 ONTARIO INC.,
OTE LOGISTICS LP AND ORIGINAL TRADERS ENERGY LP (collectively, the “OTE Group”)
AND/OR AGAINST THE DIRECTORS AND/OR OFFICERS OF THE OTE GROUP**

1. PARTICULARS OF CREDITOR

(a) Full Legal Name of Creditor:

(b) Full Mailing Address of Creditor:

(c) Telephone Number of Creditor:

(d) Facsimile Number of Creditor:

(e) E-mail Address of Creditor:

(f) Attention (Contact Person):

2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes No

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): _____

3. **DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

Pursuant to the Claims Procedure Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of Applicants dated April 27, 2023 (the “**Claims Procedure Order**”), we hereby give you notice of our intention to dispute the Notice of Revision or Disallowance in respect of our Claim as set out in the following table:

Name of relevant OTE Group entity and/or applicable Directors and/or Officers, as applicable	Type of Claim in Notice of Revision or Disallowance	Amount of Claim in Notice of Revision or Disallowance	Type of Claim Asserted per this Notice of Dispute or Revision or Disallowance	Amount of Claim Asserted per this Notice of Dispute or Revision or Disallowance

[Insert: name of appropriate party]

[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

[CAD \$]

[Unsecured Claim / Unsecured Priority Claim / Secured Claim]

[CAD \$]

4. **REASONS FOR DISPUTE:**

Dated at _____ this _____ day of _____, 202__.

(signature of Claimant or its authorized representative)

Name:

Title:

Capitalized terms that are not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

CLAIMS PROCEDURE ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Steven Graff (LSO#: 31871V)

Tel: 416.865.7726

Email: sgraff@airdberlis.com

Tamie Dolny (LSO#: 77958U)

Tel: 647.426.2306

Email: tdolny@airdberlis.com

Samantha Hans (LSO# 84737H)

Tel: 437.880.6105

Email: shans@airdberlis.com

Lawyers for the OTE Group



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

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

THE HONOURABLE) THURSDAY, THE 27TH
JUSTICE OSBORNE)
DAY OF APRIL, 2023

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

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

STAY EXTENSION ORDER

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

ON READING the Notice of Motion of the Applicants, the pre-filing report of the proposed monitor, KPMG Inc. dated January 30, 2023 (the "**Pre-Filing Report**"), the First Report of KPMG Inc. in its capacity as Court-appointed monitor of the OTE Group (the "**Monitor**") dated February 9, 2023 (the "**First Report**"), the Second Report of the Monitor dated March 13, 2023 (the "**Second Report**"), the Third Report of the Monitor (the "**Third Report**"), and on hearing the submissions of counsel for the Applicants, OTE Logistics LP and Original Traders Energy LP (with OTE Logistics LP, the "**Partnerships**" and collectively with the Applicants, the "**OTE Group**"), counsel for the Monitor and such other counsel who were present as stated on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Samantha Hans sworn April 20, 2023 and filed:

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period (as defined in paragraph 16 of the Initial Order) is hereby extended until and including August 4, 2023.

APPROVAL OF MONITOR'S REPORTS

3. **THIS COURT ORDERS** that the activities and conduct of the Monitor prior to the date hereof in relation to the OTE Group and these CCAA proceedings are hereby ratified and approved, and that the Pre-Filing Report, the First Report and the Second Report be and are hereby approved.

4. **THIS COURT ORDERS** that the Third Report be and is hereby approved.

5. **THIS COURT ORDERS** that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approvals set forth in paragraphs 3 and 4 of this Order.

POSSESSION OF PROPERTY AND OPERATIONS

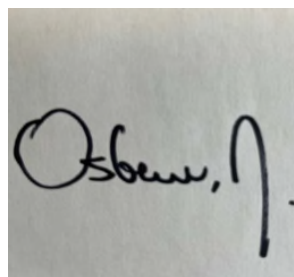
6. **THIS COURT HEREBY APPROVES** an increase in the maximum aggregate amount of authorizations of payments to certain critical suppliers for pre-filing expenses, as provided for in paragraph 7 of the Amended and Restated Initial Order dated February 9, 2023, to \$6,625,000, with any such payment to be made only with the consent of the Monitor and the OTE Group, and as are necessary to facilitate the OTE Group's ongoing operations and preserve value during these CCAA proceedings.

GENERAL

7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

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

9. **THIS COURT ORDERS** that this Order is effective from today's date as of 12:01 a.m. Eastern Standard/Daylight Time and is enforceable without the need for entry or filing.



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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

STAY EXTENSION ORDER

AIRD & BERLIS LLP

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

Steven Graff (LSO#: 31871V)

Tel: 416.865.7726
Email: sgraff@airdberlis.com

Tamie Dolny (LSO#: 77958U)

Tel: 647.426.2306
Email: tdolny@airdberlis.com

Samantha Hans (LSO# 84737H)

Tel: 437.880.6105
Email: shans@airdberlis.com

Lawyers for the OTE Group



**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

COUNSEL SLIP/ENDORSEMENT

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

Registrar: Dawa Sangyal

NO. ON LIST: 1

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

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

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

For Defendant, Respondent, Responding Party, Defence:

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

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

ENDORSEMENT OF JUSTICE OSBORNE:

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

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

Oleew, J.

TAB 7



ORDERED in the Southern District of Florida on May 15, 2023.

A handwritten signature in black ink, appearing to read "Erik P. Kimball". The signature is written in a cursive style and is positioned above a horizontal line.

Erik P. Kimball, Judge
United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

In re:

ORIGINAL TRADERS ENERGY LTD.,

Debtor.

Case No. 23-13519-EPK

Chapter 15

ORDER GRANTING MOTION FOR PROVISIONAL RELIEF

THIS MATTER came before the Court at a hearing held on May 9, 2023 at 1:30 p.m. (the “Hearing”) on the Motion for Provisional Relief in Chapter 15 of Paul van Eyk of KPMG Inc., the duly appointed monitor (the “Monitor”) of ORIGINAL TRADERS ENERGY LTD. (“OTE”), 2496750 ONTARIO INC., ORIGINAL TRADERS ENERGY LP and OTE LOGISTICS LP (collectively, the “OTE Group”) in restructuring proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), Case No. CV-23-00693758-00CL (the “Foreign Proceeding”), pursuant to Sections 1519 and 1520 of title 11 of the United States Code (D.E. 3). The Motion requests the entry of an order for provisional relief to protect assets of the estate, and to impose the automatic stay, pending adjudication by the Court of the Monitor’s *Motion for*

Recognition of Foreign Main Proceeding. The Court, having reviewed the Motion and the case file, and upon the record of the Hearing and being otherwise fully advised, finds that good cause exists to grant the requested provisional relief. Accordingly, it is hereby

ORDERED as follows:

1. The Motion is **GRANTED**.
2. Pursuant to 11 U.S.C. § 1519 and pending a final hearing on the Motion for Recognition of Foreign Main Proceeding, any and all actions to execute against the assets of OTE, and any attempted sale, transfer, or disposition of the Vessel and the proceeds of any sale thereof, are hereby immediately stayed and enjoined.
3. For the avoidance of doubt, the Vessel may be identified, in summary, as follows:
Azimut, S7, Hull Identification Number XAXS7047F122, together with its three (3) engines: Volvo Penta D13-IPS 1050 Engine Serial Number# 20132060472, Volvo Penta D13-IPS 1050, Engine Serial Number# 20132060504, and Volvo Penta D13-IPS 1050 Engine Serial Number# 20132060470
4. Pending a final hearing on the Motion for Recognition of Foreign Main Proceeding, all provisions of the Mareva Injunction Order dated March 15, 2023 in respect of the Vessel, and all endorsements thereto, to the extent enforceable by this Court under 11 U.S.C. § 1519, are hereby recognized and enforced.
5. The action in the United States District Court for the Eastern District of Michigan styled *OTE USA LLC v. ORIGINAL TRADERS ENERGY LP*, Case No. 2:23-cv-10152, is hereby stayed pending further order of the Court and all other legal actions against OTE and affiliates are stayed.
6. Without limiting the foregoing, (a) the automatic stay imposed by 11 U.S.C. § 362(a) applies with respect to the OTE Group and property of the OTE Group within the territorial

jurisdiction of the United States and (b) the Monitor is entitled to all relief provided in 11 U.S.C. § 1521(a)(3), and is hereby granted such relief.

7. This Court retains jurisdiction over the interpretation and/or any dispute relating or arising under this Order and to grant such additional and further provisional relief as may be authorized and necessary.

###

Attorney Peter H. Levitt is directed to serve a copy of this order on interested parties who are non-CM/ECF users and file a proof of service within 3 days of entry of this order.

TAB 8



ORDERED in the Southern District of Florida on May 31, 2023.

A handwritten signature in black ink, appearing to read "Erik P. Kimball". The signature is written in a cursive, flowing style.

Erik P. Kimball, Judge
United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

In re:

ORIGINAL TRADERS ENERGY LTD.,

Debtor.

Case No. 23-13519-EPK

Chapter 15

**ORDER GRANTING MOTION FOR
RECOGNITION OF FOREIGN MAIN PROCEEDING**

THIS MATTER came before the Court for a hearing at 1:30 P.M. on May 25, 2023 upon consideration of the *Motion for Recognition of Foreign Main Proceeding* [ECF No. 2] (the "Motion"), filed by Paul van Eyk, of the firm of KPMG Inc., in its capacity as the duly appointed monitor (the "Monitor") of ORIGINAL TRADERS ENERGY LTD. ("OTE"), 2496750 ONTARIO INC., ORIGINAL TRADERS ENERGY LP and OTE LOGISTICS LP (collectively, the "OTE Group") in restructuring proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"), Case No. CV-23-00693758-00CL (the "Foreign Proceeding") seeking recognition of the Foreign Proceeding as a "foreign main proceeding." The

Court, having reviewed the Motion and the case file, and being otherwise fully advised, finds that good cause exists to grant the Motion. Accordingly, it is

ORDERED, as follows:

1. The Motion is **GRANTED**.
2. Pursuant to 11 U.S.C. § 1517, the Foreign Proceeding is hereby recognized as a “foreign main proceeding” within the meaning of 11 U.S.C. § 1502.
3. The Foreign Proceeding commenced by (i) the Order of the Canadian Court dated January 30, 2023 (the “Initial Order”), and (ii) the February 9, 2023 Order amending and restating the Initial Order (the “Amended and Restated Initial Order”) is recognized by this Court pursuant to 11 U.S.C. § 1517 as a foreign main proceeding, and, accordingly, the provisions of 11 U.S.C. § 1520 shall apply.
4. Pursuant to 11 U.S.C. § 1521(a)(3), and to the extent not provided for under 11 U.S.C. § 1520(a), the Mareva Injunction Order¹ entered on March 15, 2023, as supplemented by all endorsements entered by the Canadian Court, is recognized and will be enforced to the extent permitted by the provisions of Chapter 15 and applicable law.²
5. Pursuant to 11 U.S.C. § 1521(a)(1), and to the extent not stayed under 11 U.S.C. § 1520(a), the action in the United States District Court for the Eastern District of Michigan styled *OTE USA LLC v. ORIGINAL TRADERS ENERGY LP*, Case No. 2:23-cv-10152, is hereby stayed pending further order of the Court.
6. Pursuant to 11 U.S.C. § 1521(a)(2), and to the extent not stayed under 11 U.S.C. § 1520(a), any and all actions in the United States to execute against the assets of OTE and/or its

¹ Capitalized terms not defined herein are as defined in the Motion.

² Notwithstanding the relief granted in paragraph 7 of the Mareva Injunction Order, this Order is without prejudice to the Monitor requesting relief available under 11 U.S.C. § 1521(a)(4).

affiliates are subject to the automatic stay pursuant to 11 U.S.C. § 362(a), and any attempted sale, transfer, or disposition of any assets located within the jurisdiction of the United States is prohibited absent further order of this Court.

7. Pursuant to 11 U.S.C. § 1521(a)(6), all provisional relief granted in this Court's Order Granting Motion for Provisional Relief [ECF #8] (the "Provisional Order") is hereby extended and continued in effect, subject to further Order of the Court.

8. The relief granted herein, including the relief granted in the Provisional Order, is without prejudice to the rights of the Monitor, OTE, the Mareva Respondents, or any entity affected by the relief herein to seek to modify or terminate any relief granted herein or to seek additional relief authorized by applicable provisions of Chapter 15 of the United States Bankruptcy Code.

9. Pursuant to 11 U.S.C. § 1521(a)(5), the Monitor is hereby entrusted with monitoring the United States assets of OTE and its affiliates and is authorized to take actions reasonably necessary and required to carry out the intent and purpose of this Order without further Order of this Court.

10. Pursuant to 11 U.S.C. § 306 and § 1510, the appearance of the Monitor in this proceeding does not submit the Monitor to jurisdiction for any other purpose other than the maintenance of this Chapter 15 proceeding and compliance with all orders entered herein.

11. Nothing herein shall be construed to modify or limit the relief granted by any orders entered by the Canadian Court in the Foreign Proceeding.

12. This Court retains jurisdiction over the interpretation and/or any dispute relating or arising under this Order and to enforce the provisions of this Order.

###

Submitted by:

Peter H. Levitt
Shutts & Bowen LLP
200 S. Biscayne Blvd., Suite 4100
Miami, FL 33131
plevitt@shutts.com
Counsel for the Monitor

Attorney Peter H. Levitt is directed to serve a copy of this order on interest parties who are non-CM/ECF users and file a proof of service within 3 days of entry of this order.

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

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