

This is Exhibit "Z" 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



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**

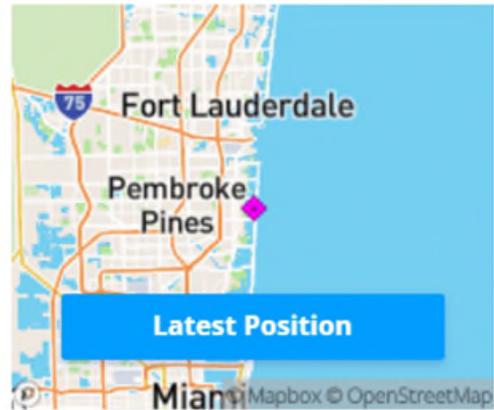
Current Port: **FORT LAUDERDALE**

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: -

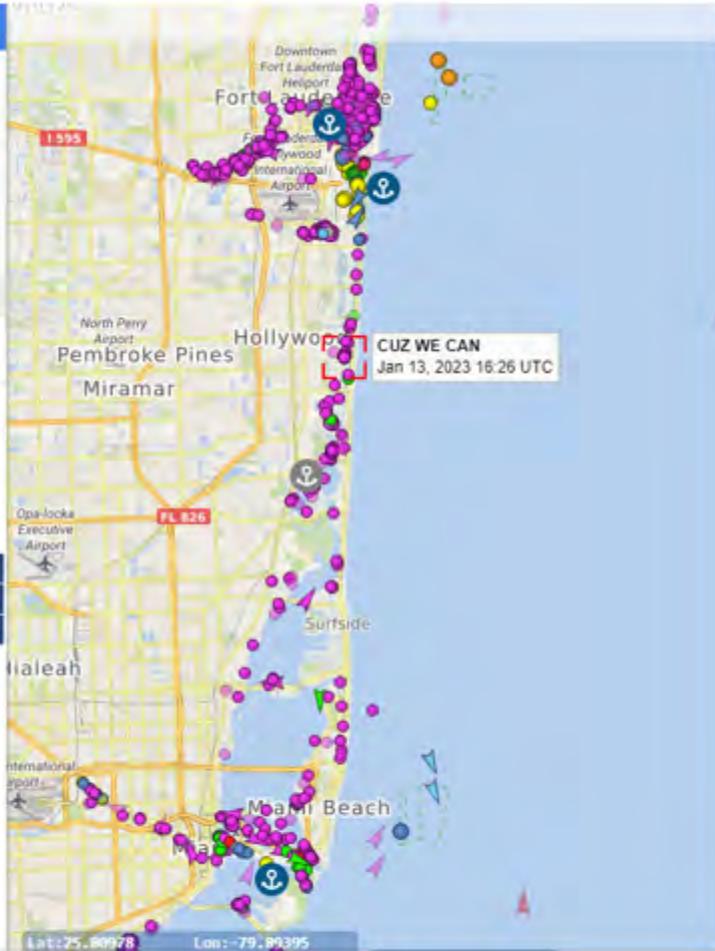
Speed:	Course:	Draught:
0.0 kn	-	-
Status:	Last report:	
-	Jan 13, 2023 16:26 UTC	

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.

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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



[HCB YACHTS](#)

[YACHTS FOR SALE](#)

[SERVICES](#)

[ABOUT US](#)

[CONTACT US](#)

[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
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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 "Sumanta Kumar".

Commissioner for Taking Affidavits



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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
04/27/2021 – ANNUAL REPORT	View image in PDF format
06/29/2020 – ANNUAL REPORT	View image in PDF format
04/30/2019 – ANNUAL REPORT	View image in PDF format
04/13/2018 – ANNUAL REPORT	View image in PDF format
02/28/2017 – ANNUAL REPORT	View image in PDF format
06/20/2016 – AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 – ANNUAL REPORT	View image in PDF format
03/25/2015 – ANNUAL REPORT	View image in PDF format
06/02/2014 – AMENDED ANNUAL REPORT	View image in PDF format
04/02/2014 – AMENDED ANNUAL REPORT	View image in PDF format
03/06/2014 – ANNUAL REPORT	View image in PDF format
09/20/2013 – AMENDED ANNUAL REPORT	View image in PDF format
03/14/2013 – ANNUAL REPORT	View image in PDF format
03/28/2012 – ANNUAL REPORT	View image in PDF format
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
05/22/2009 – ANNUAL REPORT	View image in PDF format
04/30/2009 – ANNUAL REPORT	View image in PDF format
04/18/2008 – ANNUAL REPORT	View image in PDF format
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

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
12/02/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
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.

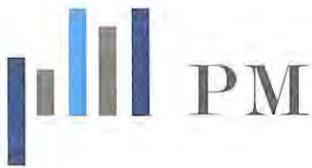
A handwritten signature in blue ink, appearing to read "Samantha Hill".

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	<u>-</u>	<u>11,484</u>
	<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>
	<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	33,333	33,333
	<u>99,999</u>	<u>99,999</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". The signature is fluid and cursive, with a large initial 'S' and 'H'.

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

Digitally signed by
KOSILOVA JULIA
Date: 2023.02.21 09:55:40
-05'00'

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".

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 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

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

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

Applicants

**AFFIDAVIT OF DONALD HERBERT MILES HILL
(Sworn March 12, 2023)**

I, Donald Herbert Miles Hill of the City of Wilsonville, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

I. INTRODUCTION

1. I have been the President, Secretary and Treasurer, and the only officer and director of 2496750 Ontario Inc. ("**249**") since March 13, 2018. As such, I am aware of its business operations. That corporation is the general partner of OTE Logistics LP ("**OTE Logistics**"). Prior to that date, Glenn Page held those offices and had been the only director of 249 since December 18, 2015. A copy of the directors' and officers' register for 249 as of November 3, 2022, which tracks the date of (and conclusion of) the appointment of directors and officers is attached hereto at **Exhibit "A"** to this Affidavit.

2. While OTE Logistics ("**OTE Logistics**", and together with OTE LP, the "**Limited Partnerships**") and OTE LP are not Applicants, constituting 249 and Original Traders Energy Ltd. ("**OTE GP**") in the above-noted proceeding, the initial order issued January 30, 2023 (the "**Initial Order**") and the amended and restated initial order issued February 9, 2023 (the "**ARIO**") extended the same protections granted to the Applicants to the Limited Partnerships, on the grounds that the Limited Partnerships are related to and carry on operations that are integral to the business of the Applicants. The terms "**OTE Group**" and "**Applicants**" used throughout this affidavit refer to the Applicants and Limited Partnerships collectively.

3. Now shown to me by my counsel and marked together as **Exhibit "B"** hereto are copies of a full liability guarantee by 249 dated July 21, 2021, in favour of Essex Lease Financial Corporation ("**Essex**"),

and a certified resolution of the directors of 249 addressed to Essex and also dated July 21, 2021, authorizing the guarantee. The full liability guarantee obliges 249 to indemnify Essex for the indebtedness of 2658658 Ontario Inc. I am advised by my counsel and verily believe that the Transport Canada transcript of registry for the “Italian Yacht”, defined in the affidavit of Scott Hill filed in these proceedings, indicates that as of July 27, 2021, 2658658 Ontario Inc. was the registered owner and mortgagor of that vessel, with Essex being the chattel mortgagee.

4. Both documents bear an electronic signature as “DocuSigned by Donald Herbert Miles Hill”. However, I did not in fact ever execute or authorize that guarantee or directors’ resolution. I had no knowledge of them until they were provided to me by my counsel prior to swearing this affidavit.

5. There is no legitimate business reason for 249 to have been involved in the acquisition of the Italian Yacht by 2658658 Ontario Inc., or to have guaranteed its debts. I was the only officer and director of 249 in July of 2021, and I did not authorize its involvement in that transaction or the provision of the guarantee to Essex.

6. I swear this affidavit in support of an application for the relief set out in the notice of motion herein, and for no other or improper purpose.

SWORN BEFORE ME over video teleconference this 12th day of March, 2023 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Wilsonville in the Province of Ontario, while the Commissioner was located in the City of Toronto in the Province of Ontario.

DocuSigned by:
Samantha Hans
402DBD39546546A...

DocuSigned by:
miles hill
F6675E6805F874F9

DONALD HERBERT MILES HILL

A Commissioner for taking Affidavits (*or as may be*)

SAMANTHA HANS (LSO#: 84737H)

This is Exhibit "A" referred to in the Affidavit of Donald Herbert
Miles Hill sworn before me this 12th day of March, 2023.

A handwritten signature in blue ink, appearing to read "Samantha Hill". The signature is fluid and cursive, with the first name "Samantha" being larger and more prominent than the last name "Hill".

Commissioner for Taking Affidavits

**2496750 ONTARIO INC.
DIRECTORS' REGISTER**

NAME	Date Became a Director			Date Ceased to be a Director		
	DD	MM	YY	DD	MM	YY
Donald Herbert Miles Hill	13	03	2018			
David Blois	17	12	2015	17	12	2015
Glenn Page	17	12	2015	13	03	2018

**2496750 ONTARIO INC.
OFFICERS' REGISTER**

NAME	OFFICE HELD	Date Became an Officer			Date Ceased to be an Officer		
		DD	MM	YY	DD	MM	YY
Donald Herbert Miles Hill	President	13	03	2018			
Donald Herbert Miles Hill	Secretary	13	03	2018			
Donald Herbert Miles Hill	Treasurer	13	03	2018			
David Blois	Secretary	17	12	2015	17	12	2015
Glenn Page	President	18	12	2015	13	03	2018
Glenn Page	Secretary	18	12	2015	13	03	2018
Glenn Page	Treasurer	18	12	2015	13	03	2018

2496750 ONTARIO INC.
SHAREHOLDERS' REGISTER

NAME	NO. OF SHARES	CLASS OF SHARES
Donald Herbert Miles Hill	100	Class A Common

2496750 ONTARIO INC.
SHAREHOLDERS' LEDGER

Name:	Donald Herbert Miles Hill
Address:	
Class	Class A Common

DATE			CERT NO	TRANS NO	TRANS DETAIL	AMOUNT PER SHARE	SHARES		
DD	MM	YY					ACQUIRED	DISPOSED	BALANCE HELD
17	12	2015	CA-1		Treasury	1.0	100		100

This is Exhibit "B" referred to in the Affidavit of Donald Herbert
Miles 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

FULL LIABILITY GUARANTEE

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

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

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

Guarantor:

2496750 Ontario Inc

DocuSigned by:

Donald Herbert Miles Hill

Name/Title:

Donald Herbert Miles Hill, Director

38F8FB9DD4C4...

CERTIFIED COPY OF RESOLUTION OF THE DIRECTORS OF

2496750 Ontario Inc. (the "Corporation")

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

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

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

"BE IT RESOLVED that;

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

DATED Jul 21, 2021 at Wilsonville, ON.

DocuSigned by:

Donald Herbert Miles Hill

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

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

AFFIDAVIT OF MILES 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 6

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

B E T W E E N :

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

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

Applicants

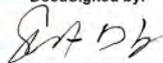
UNDERTAKING

I, **Original Traders Energy Ltd. and 2496750 Ontario Inc.**, hereby undertake to abide by an order of this Court concerning damages that this Court may make if it ultimately appears that the granting of the Mareva injunction in this matter has caused damage to Glenn Page, Mandy Cox and 2658658 Ontario Inc. for which they ought to be compensated.

Dated March 12, 2023:

)
) **ORIGINAL TRADERS ENERGY LTD.**

)
) Per:

DocuSigned by:


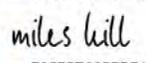
Name: Scott Hill

Title: Director

I have the authority to bind the corporation

)
) **2496750 ONTARIO INC.**

)
) Per:

DocuSigned by:


Name: Donald Hill

Title: Director

I have the authority to bind the corporation

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

UNDERTAKING

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

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

**MOTION RECORD OF THE APPLICANTS
(Returnable March 15, 2023)**

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